

ఆంధ్ర్మప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

H. Roueth Roomes

H 502429

SVL No.26/98, R.No.11/2007 City Civil Court SECUNDERABAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 6 day of September 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.)

IN FAVOUR OF

MR. PENUMETSA SATYANARAYANA RAJU, SON OF MR. P. APPALA RAJU, aged about 35 years, residing at B-214, Mayflower Park, Mallapur, 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

Interior

Pringe !

DOMES GOOD Dear acan per a a un con దస్తావేజుల మొత్తం కాగితముల సంఖ్య...!..ఈ కాగితపు వరుస HOANS. ష<u>ట్-</u>రజిస్టారు పగలు......గంటల మధ్య ఉప్పల్ సబ్-కిజిస్ట్రారు అఫీసుల్ & K. Porabhakor Reoldy <mark>రిజిగ్బ</mark>్రేషన్ చట్టము, 1908 లోని సెక్షన్ **32 ఎ–ను** అనుసరించి సమర్ప ములిసిన **పోటోగ్రాపులు** మరియు పేలిఘుడ్రలతో సహ **దాఖలుచేసి** రుసుము రూగు...!000............ఫెల్టించినారు. Glassar Receipt No 608 600 DIG 9 6 9 6 RBH, Habsiguda Branch, Sec'bad Plantergand . Ho. K. P. 2005. డాసి లుచ్చినట్లు ఒప్పుకొన్నది ఎడమ ట్రోటన(పేలు (0) 5-4-187/3(4, 1) floor, Sofrom monsion, m.C. Road Seibad attested through apa for Pusentation of Downents vide GPA NO. 120/BKID/06 at SRO, uppal, R.R.DIST. Sto. P APPALA RAJU Mi Employee. RIO. B-214, MAYFLOWER PARK, MALLAPUR, HYD. నిరూపించినది 1. Pradep Sto. f- Dhamas out Perin 210. 1-10-263, seen Bornerpally, Su'bad. o (c) Dusiness S/o. Rammohan amberpet, thereaded 2-3-64/0/24

WHEREAS:

- A. The Buyer under a Sale Deed dated o6. 09. 07 has purchased a semi-finished, semi-deluxe apartment bearing no. 208, on the second floor in block no. 'B', admeasuring 750 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
 - a. Proportionate undivided share of land to the extent of 46.13 sq. yds.
 - b. A reserved two wheeler parking space 23 admeasuring 15 sft.
 - c. A reserved car parking space 19, admeasuring 100 sft.

This Sale Deed is registered as document no. 10668 v), in the office of the Sub-Registrar, Uppal. 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 apartment bearing no. 208 on second floor in Block 'B' 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-deluxe apartment bearing no. 208 on the second floor in block no. 'B' admeasuring 750 sft. of super built up area and undivided share of land to the extent of 46.13 sq. yds A reserved two wheeler parking bearing no 23 admeasuring 15 sft. And Car parking space bearing no. 19, admeasuring 100 sft, as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 4,15,500/- (Rupees Four Lakhs Fifteen Thousand Five Hundred Only).
- 2. The Buyer had paid to the Builder the above said consideration of Rs. 4,15,500/- (Rupees Four Lakhs Fifteen Thousand Five Hundred Only) and the builder hereby admit and acknowledge the receipt for said consideration.
- 3. 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

Partions

Kukiju

1 వ పుస్తకము.! ని.16 గ్రేగ్ సంగా దస్తావేజుల మొత్తం కాగితముల సంఖ్య...! ఈ కాగితపు వరుస పంఖ్య....?...... పబ్-రిజిస్టారు

No. 10669 or 200 Date 65 OT

Thereby contify that the proper deficit

stamp day of Re LOSS Rupees Petin house

The Property of the instrument

The property of the property of

An amount of Rs. UOS. S.......towards Stamp Duty
Including Transfer duty and Rs. LOOO.....
towards Registration Fee was paid by the part,
through Challan Receipt Number 60360
Dated 6 Modard SBH Habsiguus branch Sec bad

D.S.D. Rs. Solar Rs. Solar

SHE TO SERAR

6.8.H. Habsigude A/c No. 01000050706 d S.R.O. Uppek



- 4. 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 208 on second floor in Block 'B to the Builder for the purposes of completion of construction of the apartment.
- 6. 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.
- 7. 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.
- 8. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st September 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.
- 9. 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.
- 10. 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.
- 11. 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.

For MODI VENTURES

Partner

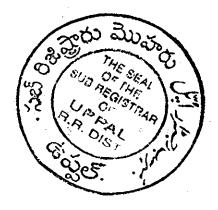
Pulajo

22 169901 (2.12) 2001 (2.12) 2010

ာဝၿ**ರುက ပိ**တ္သည်။ ဗိတ္ထားသို့ အမွ**ာဝက ನಿಮಿತ್ತဝ**

10800 2000 1000 1000 11-200 12300 12000 12000 12000 12000 12000 12000 12000 12000 12000 12000 12000 12000 12

O CON TOWN



12. 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.

0

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

For MODI VENTURES

Partner

homer

పట్-8జిన్నారు



1.

-1

er seekilijaan.

* - ...

••

}

19. 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.

0

- 20. 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.
- 21. 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.

For MODI VENTURES

Partner

Kuller

1 ప పుస్తకము. 1.9.66 / సంగా దస్తావేజుల మొత్తం కాగితముల సంఖ్య...... ఈ కాగితపు వరుస

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)	\dashv
East By	Shakti Sai Nagar Colony	\dashv
West By	Sy. No. 92	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 208 on the second floor in block no. 'B', admeasuring 750 sft. of super built up area together with proportionate undivided share of land to the extent of 46.13 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing no. 23 & 19, admeasuring about 15 & 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. 207	
South By	Open to sky & Staircase	
East By	Open to sky	
West By	6' wide corridor	
· · · · · ·		

IN WITNESSES WHEREOF this Construction Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

(

1. 1.

2.

BUILDER

BUYER



SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	1
Structure	RCC	RCC	Apartment RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks	4"/6" solid cement
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge 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. S. 1

2.

7000

For MODI VEN

BUILDER

BUYER.

l వ పుస్తకము.l.१.662.సంగాం దస్తావేజుల మొత్తం కాగితముల సంఖ్య......ఈ కాగితపు వరుప సంఖ్య.......

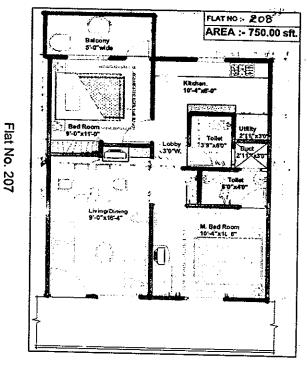
නඩ්-8සැබු: K



REGISTRATION PLAN SHOWING FLAT NO. 208 IN BLOCK NO. 'B' 0 ON SECOND 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. MODĮ VENTURES REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SRI SATISH MODI **BUYER:** MR. P. S. N. RAJU, SON OF MR. P. APPALA RAJU REFERENCE: SCALE: INCL: EXCL: AREA: 46.13 SQ. YDS. OR SQ. MTRS.

Total Built-up Area = 750 sft.
Out of U/S of Land = Ac. 4-00 Gts.

Open to sky



6' wide corridor





For MODI VENTURES

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

WITNESSES:

1. f. f. ge

j

Open to sky & staircase

l వ పుస్తకము. l.0.6.6?/స్టంగా దస్తావేజుల మొత్తం కాగితముల సంఖ్య..Ц.....ఈ కాగితపు వరుస సంఖ్య....8



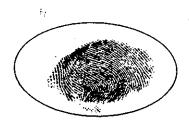
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

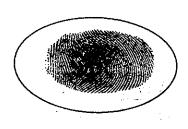
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER :

M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD – 500 003.
BOTH REPRESENTED BY
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. P. S. N. RAJU S/O. MR. P. APPALA RAJU R/O. B-214 MAYFLOWER PARK MALLAPUR HYDERABAD - 500 076.

SIGNATURE OF WITNESSES:

1. J. J.

2.

For MODI VENTUR

SIGNATURE OF EXECUTANTS

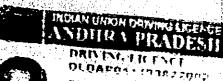
Inkaj-

1 వ పుస్తకము. ! <u>0 క్రి గ్రింగా</u> దస్తావేజుల మొత్తం కాగితముల సంఖ్య...! !...ఈ కాగితపు వరుస సంఖ్య....! ...

Sue AREAN TO SUE A

: '

•



PROBLEM REDDY TO THE PROPERTY OF THE PROPERTY

Mark the bar of John Hill Wall substitution for the अभागता राज्यकरात्रा का वामान्य मुख्याका मार्थिक राज्यकात्राक्ष प्रकार करून कर्ना महिन्द्रिया कान्यता राज्य कान्याका कर्नियों मुक्ति मुक्ति प्रमाणका द्वीत द्वीता क्ष्या का

tith file to display 2 things in the second The state of the state of the state of

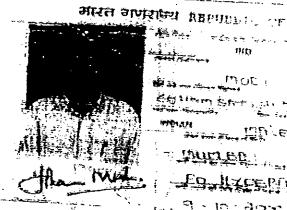
PATEM MANITAL MEDI RUMAIN SATISM MODE

atherite in

oran Jahren et al. et a propie

WILL HELVIEW BEHWANEIN ACCOUNT HINNELD **АРМРМ6725Н**

()武



LA OE

For MODI VENTU

Partner

10 279 100 5

and the property of the :

1 వ పుస్తకము. 19. 66. క్రైసంగాన్ని దస్తావేజుల మొత్తం కాగితపు వరుప సంఖ్య... 1. ... ఈ కాగితపు వరుప పంఖ్య... 1. 0 పబ్-రిజిస్తారు



.



ీపే పుస్తకము..lo.kkg/స్టంగాం దస్తావేజుల మొత్తం కాగితముం సంఖ్య...!.)...ఈ కాగితపు వరుస పంఖ్య....!]

ర్-రిజ్యేగ్రార.

