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H 502392

08/06/2007 100

K. Srinivas

For Whole Me Mod ventures

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 19 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.)

AND

MR. SHENOD PARAMBATH, SON OF MR. P. V. PADMANABHAN, aged about 34 years, residing at 7-38/1, Rupa Nilayam, Bapuji Nagar, 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 I

AND DOM 8 .4 JUA 2007 'e . MEG. MAG Sales Valle దస్తావేజుల మొత్తం కాగితముల సంఖ్య...!...ఈ కాగితపు వరుస 7.24coF. عود المحمد المحم సఖ్-రిజి_{రా}ర్జ 1920 3.3.3° 95 () 25 25 25 25 25 26 36 పగలు..../<u>)</u> పురియు..../.....గంటల మధ్య ఉస్పట్ స్టు-రిజిస్ట్రారు అఫీసులో & B. Phobhercal Redd రిజిస్ట్రోషన్ చట్టము, 1908 **లోని సెక్షన్ 32 ఎ-ను** అనుస్వరించి సమర్పించవలసిన పోట్టోగాఫులు మరియు వేలిఘుద్ర**లతో/** సహ దాఖలు**చేసి** THE SEAL OF THE SUB REGISTRAR Receipt No. 602826 Dt. 1 4 6 Vide UPPAL SBH, Habsiguda Branch, Sec'bad R.R. DIS దాడి యాచ్చినట్లు ఒప్పుక్తాన్నిడ్స్ The Broad మిష్టిడ్లమ బ్రోటన్మవేలు K. Prabhakar Reddy, S/o. Mr.K.P.Reddy, Occupation: Service, (O): 5-4-187/3 & 4, 3rd, Floor, Soham Mansion, M.G.Road, Secunderabed. Attested GPA, through General Power of Attornery, Vide Doc. No. 120/3850106 Registered at SRO, Uppal, R. R. Di & ఎడ్డమ్మబొటనప్రేలు Shenod Parambets s/o. P. V. Padme noble occ: Business - 210. 7-38/1, Rupe Milaye Bapyi Nagar, Nacharam, Anderstad - 07 Kølshna musiko yp. Rama Ras oci. Bus 101. Søl sai Apts, Nagole sv road, Hudera 2) for vision des formulas sees luines, Ales famentlus la 2007.3.20 2003 309...3 38 192 . కా. క. 9 న్లోడ్ మాసం 2 కి. వ తేది.

IEREAS:

- A. The Buyer under a Sale Deed dated 19.09.07 has purchased a semi-finished, semi-deluxe apartment bearing no. 402, on the fourth floor in block no. 'B', admeasuring 975 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 59.96 sq. yds.
 - b. A reserved two wheeler parking space 56 admeasuring 15 sft. This Sale Deed is registered as document no. 11127/07, 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. 402 on fourth 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

- 1. The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing no. 402 on the fourth floor in block no. 'B' 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. 56 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 4,42,500/- (Rupees Four Lakhs Forty Two Thousand Five Hundred Only).
- 2. The Buyer had paid to the Builder the above said consideration of Rs. 4,42,500/- (Rupees Four Lakhs Forty Two Thousand Five Hundred Only) on or before 31st September 2007.

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 MOD! VENTURE

Partner

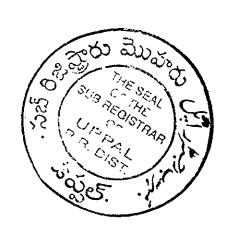
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జీ మా పూస్తకము!!! సి. కి కాగితముళు సంఖ్య ...!! ఈ కాగితప్పు వరుపు సంఖ్య ...

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An amount of Rs. 5615 towards Stamp Dung Including Transfer duty and Rs. 1000 towards Registration Fan was paid by the party through Circlian Receipt Humber 602846 Dated 1696 at SRH rispsiguida Branch, Sechas.

A/c No. 01890056786 % S.R.O. Uppal



- 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. 402 on fourth 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

Page 3

1 పె పుస్తకము సంగ (శా.శ) పు. 1112807 సెంబరుగా రిజిప్టరు చేయబడి స్వానింగు నిమిత్తం గుక్తింపు సెంబరు!!!2క్కూ 1-200 7ఇవ్వడమైన 2007 నిర్మెట్లా 100 100 కేపే



- 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.
- 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

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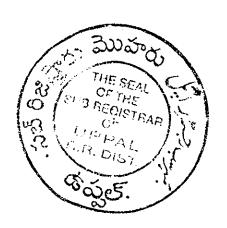


- 19. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 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.
- 22. Stamp duty and Registration amount of Rs. 6,710/- is paid by way of challan No. 602834, dated 14.09.2007, drawn on SBH Habsiguda Branch, Hyderabad VAT paid an amount of Rs. 4,425/- by way of Payorder No. 135502, dated 14.09.2007, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MOD VENTEE

Partner .

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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 semi-deluxe apartment no. 402 on the fourth floor in block no. 'B', 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. 56, admeasuring about 15 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	Open to sky	
South By	Flat No. 403	
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:

I. ,~~_____

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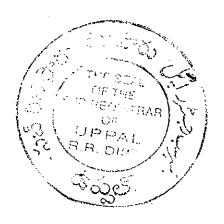
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Partner

BUILDER

BUYER

13 స్ప్రస్టకము 1112895179 దస్విపేజుల మొత్తం కాగితముల సంఖ్య. 11....ఈ కాగితపు వరుస సంఖ్య. 6



SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Sami dalawa Anada	
110111	Standard Apartment	Semi-deluxe Apartment	
Structure	RCC	DCC .	Apartment
Walls	4"/6" solid cement	RCC	RCC
W alls	blocks	4"/6" solid cement	4"/6" solid cement
Fortamed mainting		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, 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	Granife 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

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Page 7



AGN PLAN SHOWING

FLAT NO. 402 IN BLOCK NO. 'B'

ON FOURTH FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"

A 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:

AREA:

MR. SHENOD PARAMBATH, SON OF MR. P. V. PADMANABHAN

REFERENCE:

59.96

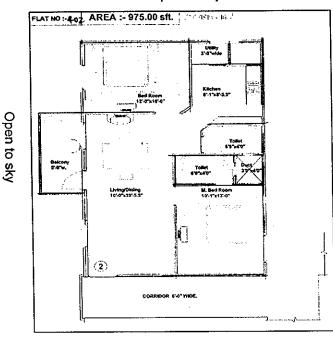
SCALE: SQ. YDS. OR INCL:

SQ. MTRS.

EXCL:

Total Built-up Area = 975 sft. Out of U/S of Land = Ac. 4-00 Gts.

Open to sky



Flat No. 403



6' wide corridor

WITNESSES:

For MODI VENTURES

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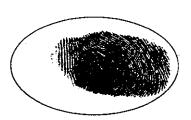
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HOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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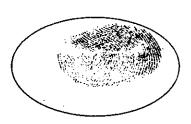
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POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

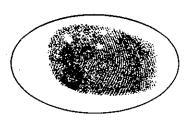
M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD – 500 003.
BOTH REPRESENTED BY
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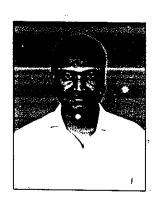




GPA FOR PRESENTING DOCUMENTS:

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:

MR. SHENOD PARAMBATH S/O. MF. P. V. PADMANABHAM R/O. 7-38/1 RUPA NILAYAM BAPUJI NAGAR NACHARAM HYDERABAD 500 076.

SIGNATURE OF WITNESSES:

1.

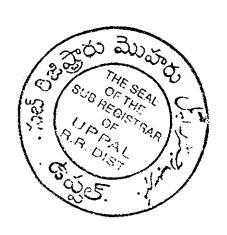
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SIGNATURE OF EXECUTANTS

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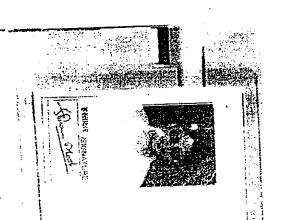


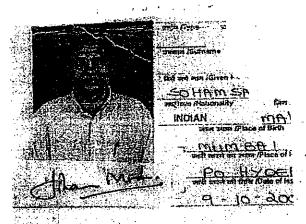
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