

7651/06



आन्ध्र प्रदेश ANDHRA PRADESH

173114

21785 12/04/2006  
 Prabhakar Reddy  
 Padma Reddy  
 M/s. Modi Ventures

*Modi*  
**K. SRINIVAS**  
 S.V.L. No. 26/98, R.No. 39/200.  
 City Civil Court,  
 SECUNDERABAD

**AGREEMENT FOR CONSTRUCTION**

This Agreement for Construction is made and executed on this the 22<sup>nd</sup> day of May 2006 at Secunderabad by and between:

**M/S. MODI VENTURES**, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, hereinafter referred to as the **Builder** (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

**MR. Y. SURESH KUMAR**, SON OF **MR. Y. S. SHASTRY**, aged 31 years, residing at J. P. Apartments, Miyapur, Hyderabad - 500 050, hereinafter referred to as the **Buyer** (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

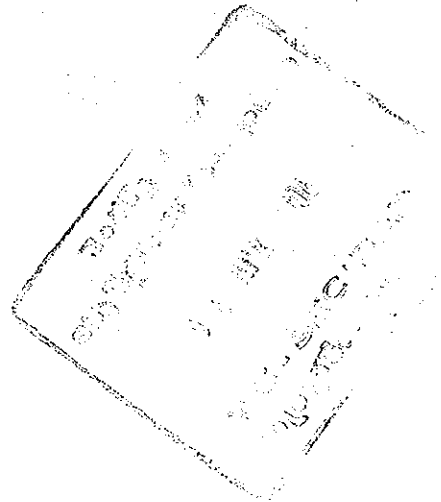
For MODI VENTURES

*Soham Modi*  
 Managing Partner

*Y. Suresh Kumar*

Certified that the stamp duty borne by this document is denoted u/s 16 of I.S. Act on the subsequent Sale deed registered as No. 7651 of 2006 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

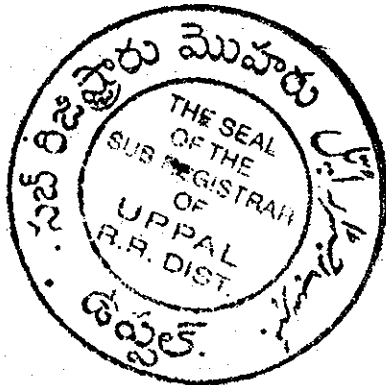
*[Signature]*  
SUB-REGISTRAR



Instrument Under Section 42 of Act 1 of 1891  
No. 7651 of 2006 Date 22/5/06

I hereby certify that the proper deficit stamp duty of Rs. 1800 Rupees. *one thousand eight hundred only* has been levied in respect of this instrument from Sri. *Soham Modi* on the basis of the agreed Market Value consideration of Rs. 190000 being higher than the consideration agreed Market Value.

*[Signature]*  
Sub-Registrar  
S.R.O. Uppal and Collector U/S. 41 & 4  
INDIAN STAMP ACT



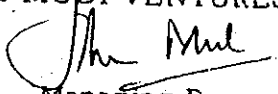
**WHEREAS:**

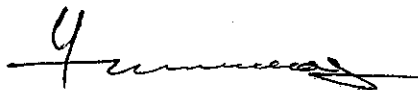
- A. The **Buyer** under a Sale Deed dated ~~22.05.06~~ has purchased a semi-finished, standard apartment bearing no. 102 & 103, on the first floor in block no. 'C', admeasuring 970 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- Proportionate undivided share of land to the extent of 59.66 sq. yds.
  - A reserved parking space for (2 nos.) two wheeler on the stilt floor bearing nos. 2 & 3, admeasuring 30 sft.
- This Sale Deed is registered as document no. 7651/06 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. 102 & 103 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 standard apartment bearing no. 102 & 103 on the first floor in block no. 'C' admeasuring 970 sft. of super built up area and a reserved parking space for (2 nos.) two wheeler on the stilt floor bearing nos. 2 & 3, admeasuring about 30 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of **Rs. 1,90,000/- (Rupees One Lakh Ninety Thousand Only)**.
- The **Buyer** shall pay to the **Builder** the above said consideration of Rs. 1,90,000/- on or before 31<sup>st</sup> December 2006.
- 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 3 months from the due date.

For MODI VENTURES

  
Managing Partner

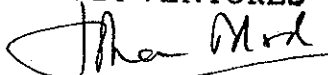


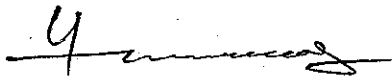
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SUB-REGISTRAR

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. 102 & 103 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 31<sup>st</sup> December 2006 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.

OF MODI VENTURES

  
Managing Partner



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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.
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.

For MODI VENTURES

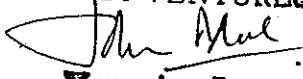
  
Managing Partner

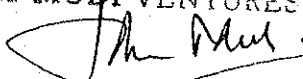
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SUB-REGISTRAR



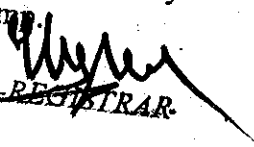
- 17. he **Buyer** hereby covenants and agrees with the **Builder** that if he fails to abide with the terms and conditions of this agreement, the **Builder** shall be entitled to cancel this agreement without any further action and intimation to the **Buyer**. The **Builder** upon such cancellation 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.
- 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.
- 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  
  
Managing Partner

For MODI VENTURES  
  
Managing Partner



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~~SUB-REGISTRAR~~

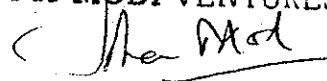
**SCHEDULE OF SPECIFICATION FOR  
COMPLETION OF CONSTRUCTION**


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.   
(Srinivasa Rao)
2. 

**BUILDER**  
For MODI VENTURES.  
  
Managing Partner  
**BUYER.**

4  Page 8

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**REGISTRATION PLAN SHOWING**

SEMI-FINISHED FLAT NO. 102, 103 BLOCK NO. 'C'

ON THE FIRST FLOOR IN GULMOHAR GARDENS

**IN SURVEY NOS.** 93, 94 & 95

**SITUATED AT**

MALLAPUR VILLAGE, UPPAL

**MANDAL, R.R. DIST.**

**VENDOR :** M/S. MODI VENTURES, REPRESENTED BY

MR. SOHAM MODI, SON OF SRI SATISH MODI

**BUYER:** MR. Y. SURESH KUMAR, SON OF MR. Y. S. SHASTRY

**REFERENCE:**  
**AREA:** 59.66

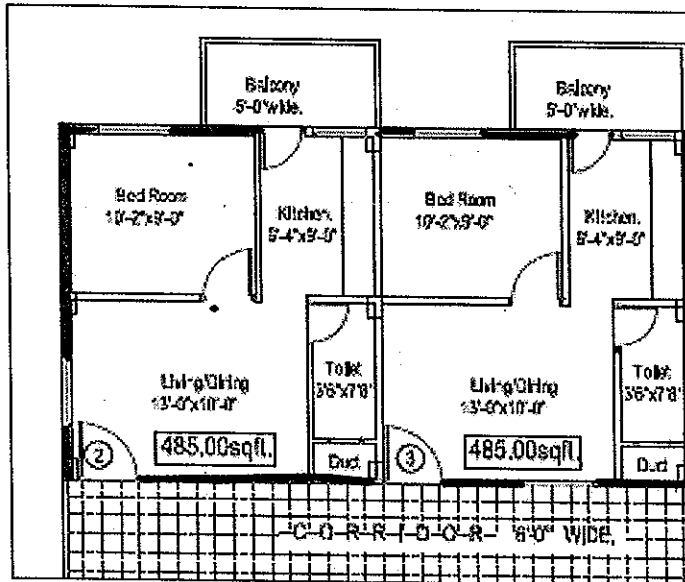
**SCALE:**  
**SQ. YDS. OR**

**INCL:**  
**SQ. MTRS.**





**EXCL:**

Total Built-up Area = 970 sft.  
Out of U/S of Land = Ac. 4-00 Gts.



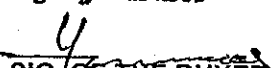
**WITNESSES:**

1.   
(Srinivasa Reddy)
2. 

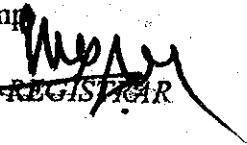
SIG. OF THE VENDOR

For MODI VENTURES

  
Managing Partner

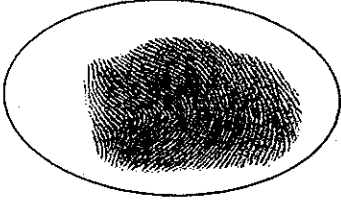
  
SIG. OF THE BUYER

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~~SUB-REGISTRAR~~

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

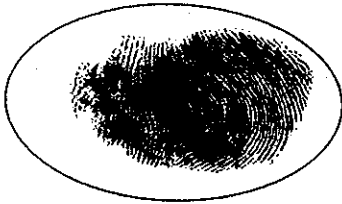
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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**BUILDER:**

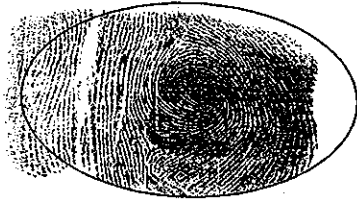
**M/S. MODI VENTURES**

HAVING ITS OFFICE AT 5-4-187/3 & 4  
III FLOOR, SOHAM MANSION  
M. G. ROAD, SECUNDERABAD - 003  
REP. BY ITS MANAGING PARTNER  
**MR. SOHAM MODI**  
S/O. MR. SATISH MODI



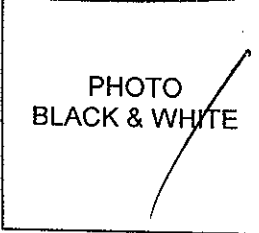
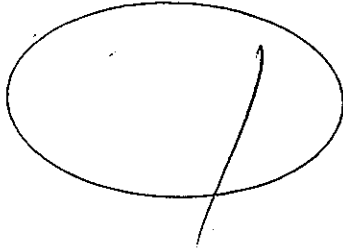
**GPA FOR PRESENTATION DOCUMENTS:**

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




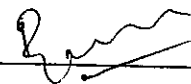
**BUYER:**

**MR. Y. SURESH KUMAR**  
S/O. MR. Y. S. SHASTRY  
R/O. J. P. APARTMENTS  
MIYAPUR, HYDERABAD - 500 050



**SIGNATURE OF WITNESSES:**

1. 

2. 

**SIGNATURE OF THE EXECUTANT  
FOR MODI VENTURES.**

**SIGNATURE OF THE BUYER**

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~~SUB-REGISTERAR~~