

HUNDRED RUPEES

# RIGINIDIA INDIA NON JUDICIAL

೨೦ದ್ರಿಕ್ಷಕ್ಷ अन्य प्रदेश ANDHRA PRADESH

507807

â

K. SRINIVAS

**1,V.L. No.** 26/98, R.No. 39/200

City Civil Court, SECUNDERABAD

This Agreement for Construction is made and executed on this the 18th day of December 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

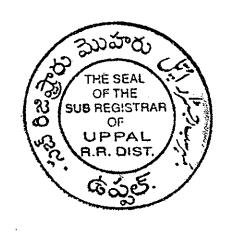
MR. J. PRAVEEN KUMAR, SON OF MR. J. CHITTI BABU, aged about 28 years, residing at MIG 232. VUDA Colony, Babametta, Vizianagaram - 535002, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

Care Copyright of Stamparing Remarks to the decumum; is senoted to 16 of 18, do: on the subsequent Sale dead registered 25 NO CCOD of 2766 S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

SUB-REGIS

Camora sinent Under Section 42 of Act if of low No 2003 of 2006 Date 18 I hereby certify that the proper deficit stamp duty of Rs. has been levied in respect of this instrument Eum Sri. Co on the basis of the agreed Marker Value consideration of Rs. 20200 / being

higher than the consideration agreed Market S.R.O. Uppaj



## WHEREAS:

- A. The Buyer under a Sale Deed dated 1812 CE has purchased a semi-finished, deluse apartment bearing no. 308, on the third floor in block no. 'C', admeasuring 750 stt. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with: a. undivided share in scheduled land to the extent of 46.13 sq. yds.

  - b. a reserved two wheeler parking space bearing no. 34 admeasuring about 15 sft. situated at Sy. No. Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal. Ranga Reddy District. This Sale Deed is registered as document no. 20003/of in the office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into an Agreement for Construction for completion of construction of the semifinished apartment as per the agreed specifications.
- B. The Buyer is desirous of getting the construction completed with respect to the scheduled
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 308 on third floor in block no. 'C' 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 deluxe apartment bearing no. 308 on the third floor in block no. 'C' admeasuring 750 sft. of super built up area and a reserved parking space for two wheeler bearing no. 34, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 2,02,000/- (Rupees Two Lakhs Two Thousand Only).
- The Buyer shall pay to the Builder the above said consideration of Rs. 2,02,000/-2. (Rupees Two Lakhs Two Thousand Only) on or before 31st December 2006.
- 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 3 months from the due date.

For MODI VENTURES

SUB-REGISTALR

- Institutions. The Buyer shall endest our to obtain necessary loan stanctioned 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. 308 on third floor in block no. 'C' 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 & 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.

For MODI VENTURES

Partner

2005 of 2006 of south late, comment on this stamp.

SUB-REGISTIKAP

- The Buyer agent receipt of the completion turnsailor from the Bullaer as 11 wide. Love 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.
- 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.

For MODI VENTURES

Partner

SUB-REGISTRAR

- 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.
- 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

2003. of 2004 registered R.O. Uppel and no refund of stamp duty

liem	Standard Apartment		
Standard		Semi-deluxe Apartm	ent Deluxe
Structure	RCC		Apartment
Walls	4"/6" solid cement	RCC	RCC
	l blocke	4"/6" solid cement	
External paintin	g Fyterior and Li	· blocks	4"/6" solid cement blocks
Internal painting		Exterior emulsion	T
Flooring -	1 9- min Min OB	D Smooth finish with OI	Exterior emulsion
Drawing &	Mosaic	Ceramic Tiles	The section of the control of the co
Dining		Joseph Tiles	Marble slabs
Flooring -			
Bedrooms	Mosaic	Can in the second	
		Ceramic Tiles	Marble tiles
Door frames	Wood (Non-teak)		
Doors	Moulded main door,	Wood (Non-teak)	Wood (Non-teak)
	others flush doors	Moulded main door,	All doors
Electrical	Copper wiring with	others flush doors	All doors - moulded
	standard switches	Copper wiring with	
Windows	Power	I modular switches	Copper wiring with
	Powder coated	Powder coated	modular switches
	aluminum sliding	aluminum sliding	Powder coated
	windows with grills	windows with grills	aluminum sliding
	Ceramic tiles with 7	Designer ceramic tiles	windows with grills
Sanitary	dado	with 7' dado.	Designer ceramic tiles
C P fittings	Raasi or similar make	Raasi or similar make	with / dado
Vital 1	Standard fittings	Standard Cui	Raasi or similar make
Chellen platform	Gramite tiles, 2 ft	Standard fittings	Branded CP fittings
	ceramic tiles dado, SS	Granite tiles, 2 ft	Granite slab, 2 ft ceramic
01	sink.	ceramic tiles dado, SS sink.	tiles dado, SS sink.
Plumbing	GI & PVC pipes		onik,
Lons	Loft in each bedroom &	GI & PVC pipes	GI & PVC pipes
	kitchen	Loft in each bedroom &	Loft in each bedroom &
		kitchen	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:

BUILDE Partner

BUYER

Certified that the stamp duty borne by this document is denoted u/s 16 of LS. Act on the subsequent Sale deed registered as No. 100 of at SR.O. Uppal and no refund of stamp duty can be claimed on this stamp

SUB-REGISTA AR

MARKAMON ALAM SHOWING CN THE THIPD FLOOP IN GULMOHAR GARDENS IH SURVEY NOS. 93. 94 ½ 95 SITUATED AT MALLAPUR VILLAGE, UPPAL BUILDER: M/S. MODI VENTURES REPRESENTED BY ITS PARTNER MANDAL, R.B. DIST. SRI SOHAM MODI SON OF SRI SATISH MODI BUYER: MR. J. PRAVEEN KUMAR, SON OF MR. J. CHITTI BABU REFERENCE: SCALE: AREA: 46.13 INCL: SQ. YDS. OR SQ. MTRS. EXCL: Total Built-up Area = 750 sft. Out of U/S of Land = Ac. 4-00 Gts. 6' wide corridor 6' wide corridor Flat No. 307 1700日・6 AREA:-750.00 sft. SATH. For MODI VENTURES Open to sky WITNESSES: Partner SIG. OF THE BUILDER 2. SIG. OF THE BUYER

2003 1000 September 1

ヘドジ

3

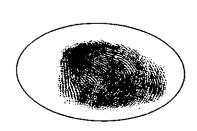
## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE** 

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

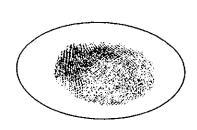






## VENDOR CUM FIRM:

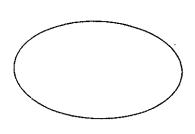
M/S. MODI VENTURES M/S. SRI SAI BUILDERS HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003. BOTH REPRESENTED BY SRI SOHAM MODI SON OF SATISH MODI





## **GPA FOR PRESENTING DOCUMENTS:**

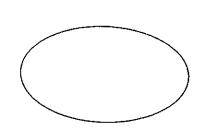
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003.



**PHOTO BLACK & WHITE** 

## BUYER:

MR. J. PRAVEEN KUMAR S/O. MR. J. CHITTI BABU R/O. MIG 232. VUDA COLONY **BABAMETTA** VIZIANAGARAM - 535002.



**PHOTO BLACK & WHITE**  REPRESENTATIVE:

SIGNATURE OF WITNESSES:

For MODIVENTURES

Partner

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. G. Bele Blestering as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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

SUB-BLOWN WR