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# भारतीय गेर न्यायिक

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**v.** 100



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of by APPARAD Ventures, seen of

F 195373 LEELA G. CHIMALG! STAMP VENDOR

5-4-76/A, Cells: Ranigum SECUNDERAB AD-580 003

### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 3 day of April 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

MISS VELAMURU ANANTHA SUREKA, D/O. MR. V. K. A. PADMANABHAN, aged about 25 years, residing at 201, Manjula Residency, Phase-II, Narsimha Nagar, 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

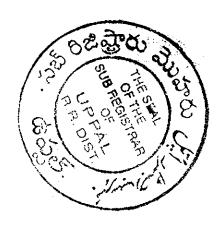
Partner

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##GOTS ment Under Section 42 of Act fl of 18-
Noof 200Date
I haveby certify that the proper deficit
stamp duty of Rs. 2690 Rupees
has been levied in respect of this instrument from Sri
on the basis of the agreed Market Value consideration of Rs. 279 000 being
higher than the consideration agreed Marker Value.

S.R.O. Uppal



Sub Registrar and Collector U/S, 41&4 INDIAN STAMP ACT

### WHEREAS:

- A. The Buyer under a Sale Deed dated 03.04.07 has purchased a semi-finished, semi-deluxe apartment bearing no. 104 & 105, on the first floor in block no. 'D', admeasuring 970 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 59.66 sq. yds.
  - b. A reserved (2 Nos.) two wheeler parking space 4 & 5 admeasuring 30 sft.

    This Sale Deed is registered as document no. 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. 104 & 105 on first floor in Block 'D' 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. 104 & 105 on the first floor in block no. 'D' admeasuring 970 sft. of super built up area and undivided share of land to the extent of 59.66 sq. yds A reserved (2 Nos.) two wheeler parking bearing no. 4 & 5 admeasuring 30 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 2,79,000/- (Rupees Two Lakhs Seventy Nine Thousand Only).on or before 1st October 2008.
- 2. 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.
- 3. 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.
- The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 104 & 105 on first floor in Block 'D' to the Builder for the purposes of completion of construction of the apartment.

For MODI WENTURES

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Page 2

13 30 35 50 7 దస్తావేజుల మొత్తం కాగితముల సంఖ్య...7...ఈ కాగితపు వరున Joans. 1 సబ్-రిజిగ్గారు

- 5. 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.
- 6. 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.
- 7. The Builder shall complete the construction of the Apartment and handover possession of the same by 1<sup>st</sup> October 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
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.

For MODI VENTURE

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దస్తావేజాల మొత్తం కాగితముల \ సంఖ్య....7...ఈ కాగితపు వరువ റായും 3 సబ్-రిజిస్ట్రా**రు** 

- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 20. 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

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# SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Comi dell'		
	Standard Apartition	Semi-deluxe Apartmen	,	
Structure	RCC	RCC	Apartment	
Walls	4"/6" Solid cement		RCC	
<u>.</u>	blocks	4"/6" solid cement	4"/6" solid cement	
External painting	Exterior emulsion	blocks Exterior emulsion	blocks	
Internal painting		Smooth finish with OBI	Exterior emulsion	
Flooring -	Mosaic Mosaic	The second secon	Smooth finish with OBI	
Drawing &	IVIOSAIC	Ceramic Tiles	Marble slabs	
Dining	the state of the s			
Flooring -	Mosaic;			
Bedrooms	,	Ceramic Tiles	Marblestiles	
Door frames	Wood (Non-teak)	Wood (North-1)		
Doors	Moulded main door.	Wood (Non-teak)	Wood (Non-teak)	
	fothers flush doors	Moulded main door, others flush doors	All deors - moulded	
Electrical	Copper wiring with	Copper wiring with		
	standard switches	modular switches	Copper wiring with	
Windows	Powder coated	Powder coated	modular switches	
	aluminum sliding	aluminum sliding	Powder coated	
	windows with grills	windows with grills	aluminum sliding	
Bathroom	Geramic tiles with 7%	Designer ceramic tiles	windows with grills	
	dado	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	23.00		
	Granite tilles, 2, it.	A	Brandeal CP intings	
	ecramic tiles dado. 388	ceramic tiles dado, SS	Gamite slab. 24 seramil	
D1. 1 ·	sink	sink.	illes (auto: SS sinks	
	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes	
Lofts	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.

WITNESS:

1 Gustaling.

For MODI VENTURES

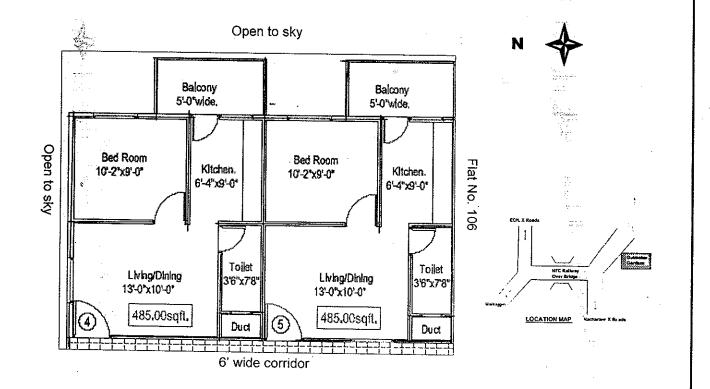
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BUYER.

1 3 ప్రస్తకము 4358 27 దస్తావేజుల మొత్తం కాగితముల సంఖ్య ... 7 ఈ కాగితపు వరుశ్ర సంఖ్య ... మేద్-రిజీస్వారు

REGISTRA	TION PL	AN SHOWING	FLAT NO. 10	04 & 105 IN BLOCK NO	D≓D'				
<b>1</b> % #	,	ON FIRST FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"							
IN SURVEY	/ NOS.	93, 94 & 95				* (*)	SITUATED AT		
; ;		MALLAPUR \	/ILLAGE,	UPPAL	3	MAN	DAL, R.R. DIST.		
BUILDER:	gra -	M/S. MÕDI VE	ENTURES REPR	ESENTED BY ITS PA	RTNER-	1			
		SRI SOHAM N	MODI SON OF S	RI SATISH MODI					
BUYER:	燕	MISS VELAMU		SUREKA, DAUGHTER	R OF MR∰V. K.	A. PADMAN	ABHAN		
REFERENC AREA:	<b>E:</b> 59.		LE: YDS. OR	INCL: SQ. MTRS.		EXCL:			
Total Built-ı	up Area :	= 970 sft.				4.0 概如	, , , , , , , , , , , , , , , , , , , ,		

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



**WITNESSES:** 

For MODI VENTURES

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Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

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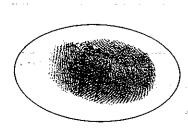
# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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
SECUNDERABAD – 500 003.

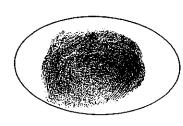
REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI





## 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:

MISS VELAMURU ANANTHA SUREKA D/O. MR. V. K. A. PADMANABHAN R/O. 201, MANJULA RESIDENCY PHASE-II, NARSIMHA NAGAR MALLAPUR HYDERABAD - 500 076.

SIGNATURE OF WITNESSES:

2. Lly

For MODI VENTURES

SIGNATURE OF EXECUTANTS

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