

heremafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

M/S, SRI SAI BUILDERS, a registered partnership firm having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad - 500 062 represented by Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, Managing Partner of M/s. Modi Ventures who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 10302/05 registered at S.R.O. Uppal, hereinafter called the "Firm" (which expression where the Context so permits shall mean and include its successors in interest, nominee, assignee).

IN FAVOUR OF

MR. ASHWIN KUMAR, SON OF MR. PRABHAKAR, aged about 25 years, residing at 493/1, Rifle Range Railway Qtrs, Secunderabad, 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

For Sri Sai Builders J.P.A. Holder

్రిక్ స్ట్రాషన్ రెట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను అనుసరించి సమర్పించవలసిన పోటోగ్రాఫులు మరియు పేరిముదలతో సహ దాఖలువేసీ రుసుము రూగు...ఆ....మ్మోంచినారు.

డప్పల్ సబ్-రిజిణ్ణారు ఆహ్హపలో

Receipt Nol 31364 Dt. 1814 Ovide SBH, Habsiguda Branch, Sec'bad

దాసి ఖువ్చినట్లు ఒప్పుకొన్న**డ్ల**. ఎతమ ట్రోటన(పేలు

Chesoward

K. Prabhakar Reddy, Sto. Mr.K.P.Reddy, Occupation: Service,
(0). 54-187/3 & 4, 3rd, Floor, Schaff Mansion, M.G.Road, Secunderabad.
Attested GPA, through General Power of Attornery, Vide Doc. Na. 120/11/60
Registered at SRO, Uppal, For Presentation of Locuments.



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WHEREAS:

- A. The Firm constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya, (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand are the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-0 Gts. by virtue of registered sale deed dated 10th July, 2003 bearing document no. 8184/03 and sale deed dated 5th February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District. The said land hereinafter is referred to as The Scheduled Land, which is more fully described at the foot of this sale deed.
- B. The Firm has purchased the Scheduled Land for a consideration from its previous owners viz., Sri Koukutla Mogulaiah Alias Mogula Reddy, Sri Koukutla Jangaiah Alias Janga Reddy, Sri Koukutla Narsimhulu Alias Narsimha Reddy and others (hereinafter referred to as the Original Owners).
- C. The Original Owners got their rights as per ORC issued vide proceeding by the RDO East Division, File No. H/6733/79 dated 10.02.1982 and confirmed in the proceedings bearing file no. J/7156/96 dated 06.09.1997. Patta Passbook and title deeds were issued in favour of the Original Owners for a portion of the lands in Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, as per details given below:

Survey	Area	Issued	Title Book	Passbook
No.	Ac-Gts.	in favour of	No.	No.
93	0-28			, ,
94	0-29	K. Mogulaiah	179141	73706
95	2-14			
93	0-27			an A/7 11 fee
94	0-30	K. Jangaiah	179115	73738
95	2-14			
93	0-27			.3
94	0-30	K. Narsimhulu	176051	73741
95	2-13			N _{ee} r

- D. The Firm invited the Vendor to develop the Scheduled Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them have agreed to do so jointly.
- E. The Firm and the Vendor hereto have applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the Vendor. The permissions have been received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks aggregating to about 2,83,825 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.

For MODI VENTURES

Partner

For Sri Sai Builders

G.P.A. Holder

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141001.3. ment Under Section 42 of Act fl of 185 No. 4973 of 200 7 Date 1314 63

I hereby certify that the proper deficit stamp duty of Rs 63600 | Rupees Six Ly Three thousand has been levied in respect of this instrument trum Srik Parabhakan Ke olea on the basis of the agreed Market Value consideration of Rs. 210000 1 - being higher than the consideration agreed Market Value.

\$R.O. Uppal realfily 103

Registration Endorsement

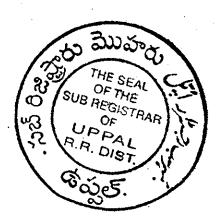
An amount of Rs. 657.80 Lowards Stamp Dun Including Transfer duty and As...USSO..... towards Registration Fee was paid by the party through Challan Receipt Number 131364 Dated 19 Jul Dat SBH Habsiguda Branch, Sec bad.

6.B.H. Hab**siguds A**€c No. 01000050730 of S.R.O. Uppa!

NOTE: Construction Agreement filed along with this sale deed for

Rs 226000/- and Stamp duty

Paid Rs



- F. The Firm and the Vendor for the purposes of joint development of the scheduled land have reached into an understanding whereby the Vendor agreed to purchase certain area of land out of the total land area of 4.00acres and the balance land to be retained by the Firm. To give effect to this broad understanding, the firm and the Vendor have executed following documents:
 - (a) Joint Development Agreement dated 20.10.2005
 - (b) Agreement of Sale-cum General Power of Attorney dated 20.10.2005

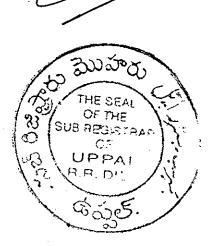
 Both the above documents are registered with the office of the Sub-Registrar Office as documents No.10300/05 and 10302/05 respectively.
- G. By virtue of above two referred documents, the Firm and the Vendor hereto have identified and determined their respective ownership of 350 flats, along with proportionate parking space proposed to be constructed in a group housing scheme named and styled as 'GULMOHAR GARDENS' together with their respective proportionate undivided share in the Scheduled Land.
- H. The respective share / ownership of each flat in Gulmohar Gardens together with proportional share in parking space etc., belonging to the Firm and the Vendor is detailed in the Schedules/Annexures / Appendix attached to the Joint Development Agreement referred above.
- I. By virtue of the above referred Joint Development Agreement and Agreement of Sale cum General Power of Attorney the Vendor is absolutely entitled to develop and sell its share of flats to any intending buyer.
- J. The Buyer is desirous of purchasing a semi-finished deluxe apartment bearing flat no. 503 on fifth floor, in block no. 'D' having a super built-up area of 750 sft together with undivided share in the scheduled land to the extent of 46.13 sq. yds., and a reserved two wheeler parking for space bearing no. 39 admeasuring about 15 sft. in the building known as Gulmohar Gardens and has approached the Vendor, such apartment is hereinafter referred to as Scheduled Apartment.
- K. The Vendor and the Firm have represented to the Buyer that the Scheduled Apartment has fallen to the share of Vendor and thus absolutely belongs to it by virtue of above referred two 20th day of November 2005
- L. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities, which are attached to and/or are common to the entire project of Gulmohar Gardens. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- M. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 9,10,000/- (Rupees Nine Lakhs Ten ThousandOnly) and the Buyer has agreed to purchase the same.
- N. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.

For MODI VENTURES

Partner

For Sri Sai Builders

G.P.A. Holder



O. The Firm at the request of the Vendor and Buyer is joining in execution of this agreement so as to assure perfect legal title in favour of the Buyer and to avoid in future any litigation. The Firm has no share in the sale consideration agreed herein.

E-CHARLES CONTRACTOR

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- 1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the deluxe apartment bearing flat no. 503 on fifth floor in block no. D, having a super built-up area of 750 sft in building known 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 for space bearing no. 39 admeasuring about 15 sft.

Situated at Sy. No. Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of Rs. 9,10,000/- (Rupees Nine Lakhs Ten Thousand only). The total consideration is towards:

- (a) Sale of undivided share of land is Rs. 5,45,000/-
- (b) Cost of construction, parking and amenities etc is Rs. 3,65,000/- and the Vendor hereby admit and acknowledge the receipt for said consideration.
- 2. The Vendor hereby covenant that the undivided share in Scheduled Land & the Scheduled Apartment belong absolutely to it by virtue of various registered agreements referred to herein in the preamble of this Sale Deed and has therefore absolute right, title or interest in respect of the Scheduled Apartment.
- 3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
- 4. The Vendor have this day delivered vacant peaceful possession of Scheduled Apartment to the Buyer.
- 5. Henceforth the Vendor shall not have any right, title or interest in the scheduled apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
- 6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Apartment unto and in favour of the Buyer in the concerned departments.

For MODI VENTURES

Partner

For Sri Sai Builders

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THE SEAL OF THE SUB REGISTRAR OF UPPAL R.R. DIST

- 7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
- 8. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.
- 9. The Buyer do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Gulmohar Gardens as follows:
 - a. The Buyer shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartment/parking space in GULMOHAR GARDENS.
 - b. That the Buyer has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Buyer shall not hereafter, raise any objection on this account.
 - c. That the Buyer shall become a member of the Gulmohar Gardens Owners Association that has been / shall be formed by the Owners of the apartments in GULMOHAR GARDENS constructed on the Schedule Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
 - d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the GULMOHAR GARDENS, shall vest jointly with the owners of the various tenements/apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.

For MODI VENTURES

Partner

For Sri Sai Builders

G.P.A. Holder



- e. The Buyer alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the Vendor to the Buyer.
- f. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
- g. That the blocks of residential apartments shall always be called GULMOHAR GARDENS and the name thereof shall not be changed.
- h. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
- i. That the Buyer shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.

10. Stamp duty and Registration amount of Rs. 70, 425-/- is paid by way of challan No. 13/364, dated 18-04.09, drawn on SBH Habsiguda Branch, Hyderabad.

For MODI VENTURES

Partner

For Sri Sai Builders

G.P.A. Holder

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OF
UPPAL
R.R. DIST.

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 apartment no. 503 on the fifth floor in block no. D, 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 on the stilt floor bearing no. 39, admeasuring about 15 sft., 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	Open to Sky	
East By	6' Wide Corridor	
West By	Flat No.502	

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

WITNESS:

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2. pm

For MODI VENTURES

Partner

VENDOR For Sri Sai Builders

G.P.A. Holder

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THE SEAL OF THE SUB REGISTRAR OF PAL P.R. DIST.

ANNEXTURE-1-A

1. Description of the Building

: Semi-finished, deluxe flat bearing no. 503 on the fifth floor, in block D of Gulmohar Gardens, forming a part of Survey Nos. 93, 94 & 95, situated at Residential localities, Block No. 14, Shaktisai Nagar, Mallapur, Uppal Mandal, Ranga Reddy District.

(a) Nature of the roof

: R. C. C. (G+5)

(b) Type of Structure

: Framed Structure

2. Age of the Building

: New

3. Total Extent of Site

: 46.13 sq. yds., U/S Out of Ac. 4-00 Gts.

4. Built up area particulars

(a) Cellar, Parking Area

(b) In the Ground Floor

: 15 sft for Two wheeler Parking

(c) In the First Floor

(d) In the Second Floor

(e) In the Third Floor

(f) In the Fourth Floor

(g) In the Fifth Floor

: 750 sft

5. Annual Rental Value

6. Municipal Taxes per Annum

19.04.2007

7. Executant's Estimate of the MV of the Building

: Rs. 9,10,000/-

Partner

Date: 19,04, 9007

Date:

Signature of the Executants

<u>CERTIFICATE</u>

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

G.P.A. Holder

Signature of the Executants

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THE SEAL OF THE SUB REGISTRAR OF UPPAL R.R. DIST.

REGISTRATION PLAN SHOW	NING FLAT NO. 503 IN	I BLOCK NO. 'D'	
ON FIF	TH FLOOR IN PROJECT K	NOWN AS "GULMOHAR G	ARDENS"
IN SURVEY NOS. 93, 94 8	k 95		SITUATED AT
MALLA	PUR VILLAGE,	UPPAL	MANDAL, R.R. DIST.
VENDOR: M/S. MC	DDI VENTURES & SRI SAI	BUILDERS BOTH REPRES	······································
SRI SOI	HAM MODI SON OF SRI S	ATISH MODI	
BUYER: MR. AS	HWIN KUMAR, SON OF N	IR. PRABHAKAR	
REFERENCE: AREA: 46.13	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
	Gts. 6' wide corridor 3 750,00sqfl. Ki LMng/Olning 16-1'x10'-2' Tolet 10'x5'-0' Dud 1-2-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1-2-1	Chen Utility TASO 30 W. A Bed Room 12 0 a.c. Sai Builders	N Call Needs Not Eathery South House State of S
WITNESSES:		G.P.A. Holder	Partne SIG. OF THE VENDOR
2.			SIG. OF THE BUYER

THE SEAL OF THE SUB REGISTRAR OF UPPAL R.R. DIST.

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:

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.

BUYER:

MR. ASHWIN KUMAR S/O MR. PRABHAKAR R/O. 493/1, RIFLE RANGE **RAILWAY QTRS** SECUNDERABAD,

SIGNATURE OF WITNESSES:

For Sri Sai Builders

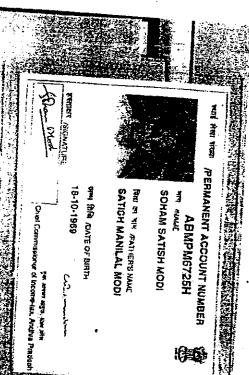
G.P.A. Holder

Fon MODI VENTURES

Partner SIGNATURE OF EXECUTANTS

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इसके वर्षात्र, पारव तमसङ्घन के पन्पात के नाम पद, एक हाथ है किमात्र ति भात में सरिवार है कि अनेता एक अपना का जाता है कि के बाकर को जिस्सा कर अपना के अपना के अपना का अपना का अपना अपना के अपने जाता कुर और उने कर तत्व को ऐसे तक्ष्यता और युग्त कर का आं

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प्रकार सम्बद्धांत के हुन्यूपति है। अस्थित में दिख्य प्रवा १९) देवकोट के दिख्य समिति कर्यों कर है है गासकोट धामिक, व्रामाद

Pussport Office, Hyderabd.

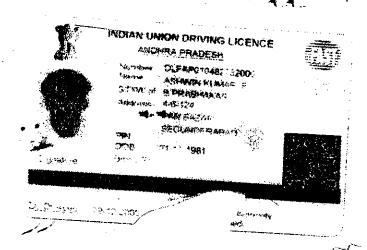
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FREE SPREED REPUBLIC OF B2791005

Partner :

For Sr Sai Builders G.P.A. Holder

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Transport
Original No. DLFAP010482782000

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THE SEAL OF THE SUB REGISTRAR OF UPPAL R.R. DIST

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SNo. 13194 Date 1014/07Rs 1001Soldid M. Mahender

S/6 W/ord Mallesh Rlo Hyel

For MODI VENTURES

E 196025

R.NARENDER

SVL.No.42/95

R.No.24/2007-2009.

Ramnagar, Hyd.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 19th 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.)

AND

MR. ASHWIN KUMAR, SON OF MR. PRABHAKAR, aged about 25 years, residing at 493/1, Rifle Range, Railway Qtrs, Secunderabad, 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



SUB-KEGISTRAR

I hereby certify that the proper deficit

stamp duty of Rs.2/60

Rupces Dust

has been levied in respect of this instrument

on the basis of the agreed Market Value

higher than the consideration agreed Market

R.O. Uppal

R.O. Uppal

Rio. 200 Date (9) (40)

Rupces Dust

Rupces

THE SEAL OF THE SUB REGISTRAR OF UPPAL R.R. DIST.

WHEREAS:

- A. The Buyer under a Sale Deed dated 19, 4, 7 has purchased a semi-finished, deluxe apartment bearing no. 503, on the fifth floor in block no. 'D', 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 39 admeasuring 15 sft.

This Sale Deed is registered as document no. 4973/07 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
- C. The Buyer as stated above had already purchased the semi-finished deluxe apartment bearing no503, on the fifth floor in the 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

- The Builder shall complete the construction for the Buyer a deluxe apartment bearing 1. no.503, on the fifth floor in block no. 'D 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. 39 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 2,28,000/- (Rupees Two Lakhs Twenty Eight
- 2. The Buyer shall pay to the Builder the above consideration of Rs. 2,28,000/- (Two Lakhs Twenty Eight Thousand Only) on or before 1st October 2008.
- 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.
- 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 /

For MODI VENTURES

Partner

S.R.O. Uppal and no refund of stamp duty gas be claimed on this stamp.

SUB-KEGISTRAR

- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 503 on the fifth floor in block 'D' 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 1st 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 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.
- 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.

For MODI VENTURES

Partner

Page 3

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. 4.7. On the subsequent Sale deed registered as No. 4.7. On the subsequent Sale deed registered as No. 4.7. On the subsequent Sale deed registered as No. 4.7. On the subsequent sale de

SUB-REGISTRAR

- 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.
- 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

Partner

Page 4

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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi deluve Anart	
	- Tour anome	Semi-deluxe Apartmen	
Structure	RCC	RCC	Apartment RCC
Walls	486 solidicement	4"/6" solid cement	
	blocks	blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBI	Smooth finish with OBI	Smooth finish with OBD
Flooring - Drawing & Dining	Mosaic	Geramic Tries	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles : 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Marble tiles
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moutied manufoor. Others this is also s	Moulded main door, others flush doors	All doors = moulded
Electrical	Copper wiring with standard switches	Copperwring with a modular switches	Copper wiring with modular switches
Windows	Powaler poated alluminum stiding windows withgrills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding
Bathroom	Continue theolythis tidle	Designer security files Wilter? deep	windows with grills 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	Bander Opinings
Kitchen platform	Granite tiles 2 it ceramic itles dado: SS; sink	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite state z ii cearmo files dado SS smt
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 being ODI VEN 2

WITNESS:

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2.

for

Partner

BUILDER

BUYER.

SUB-REGISTRAR

REGISTRATION PL	AN SHOWING FLAT NO. 503 IN BLOCK NO. 'D'	
	ON FIFTH FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"	,
IN SURVEY NOS.	93, 94 & 95	SITUATED AT
	MALLAPUR VILLAGE, UPPAL	MANDAL, B.R. DIST.
BUILDER:	M/S. MODI VENTURES REPRESENTED BY ITS PARTNER	
	SRI SOHAM MODI SON OF SRI SATISH MODI	
BUYER:	MR. ASHWIN KUMAR, SON OF MR. PRABHAKAR	
REFERENCE: AREA: 46.	SCALE: INCL: 13 SQ. YDS. OR SQ. MTRS.	EXCL:
Total Built-up Area : Out of U/S of Land =	= Ac. 4-00 Gts.	
[[6' wide corridor	N 📣
Open to sky	Tolet 70'x3'10' Open to sky No. Sed Room 11'-0'x9'-0' 12-0'x9'-0' 12-0'x9'-0'x9'-0' 12-0'x9'-0' 12-	NC Edwards Nove Bridge Over Bridge CATION MAP Mechania X Renda
WITNESSES: 1. 2. WITNESSES:		MODI VENTURE Partin SIG. OF THE BUILDER SIG. OF THE BUYER

SUB-KEGISTRAR

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

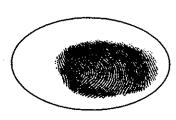




BUILDER:

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

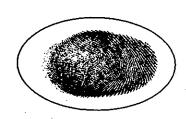
REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI





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:

MR. ASHWIN KUMAR S/O MR. PRABHAKAR R/O. 493/1, RIFLE RANGE RAILWAY QTRS SECUNDERABAD,

SIGNATURE OF WITNESSES:

المسرس ١٠

2. Jus

For MODI VENTURES

Partner SIGNATURE OF EXECUTANTS Certified that the stamp duty borne by this document is denoted u/s 16 of 1.8. Act on the subsequent Sale deed registered as No. 141. S.R.O. Uppal and no refund of stampduty can be claimed on this stamp.

SUB-REGISTRAR