गरन INDIA

INDIAMONJUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

K 287965

Date: 03-07-2008

Serial No : 26,751

Denomination: 100

2

Purchased By :

D. RAMESH

S/O D. SENGUARAM

SECEAD

For Whom :

MODI VENTURES

SECBAD

Centralia

Sub Registrar Ex.Officio Stamp Vendor G.S.O., C&IG Office, Hyd

AGREEMENT FOR CONSTRUCTION

This Sale Deed is made and executed on this the ______day of July 2008, at Secunderabad by

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, Son of Mr. Satish Modi, aged about 38 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. MAYENGBAM SHYAM KUMAR, SON OF LATE SHRI MAYENGBAM SHYAMJAI, aged about 29 years, residing at Keishamthong ThangjamLeirak, Imphal — West, Manipur — 795 001hereinafter 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

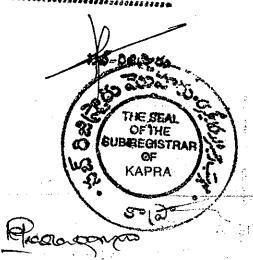
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ఈ కాగితవు వరున సంఖ్య......

2008 sto 25 2 2 30 30 ... 3 30 కగతా......గంటల ముద్య జాస్ట్రా సబ్-రిక్ స్ట్రారు కార్యాలయముతో & K. Prablatar Reddy. <u>త్రాగ్యాషన్ రాగ్ధారం అన్న చేసి స్వేస్ తిశి.ఎను</u> అన్నరించి కుట్టుడ్డి కిందిన శ్రీన్యోగావులు නාරුණාන නිම්පුනා සියුම් තිසි සිසු නොඩ් <mark>ර</mark>ී <u>ර්කර්ග නෑ ... 1000/ ____</u> න ඔවුංහිත හ



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Chesa par

t. Preshagar Reddy 8/o. L.P. Raddy oco. service 0) 5-4-187/3 44, and swor, Roham manusion, M.G. Road, secical, through aftested Presentation of Documents, vide GRA NOO. 120/2011 at sno, uppal. C-l. 0182

ఎడమ బొత్తున చేలు - 1464

5/0. LATE SRI MAYENGBAN SHYANJAJ EMPLOYER, KEISHAMTHONG THANGJAM

LEIRAK, IMPHAL-WEST, MANIPUR PIN- 795001

నిరూపించినది

BRIENTHE B. RAMAKRISHNA, 8/0 RAMULU Emplyoyee BEL, Nacharam, Hyderchad

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2008 300 24° 0 30 30 7 30 30 50 1920 Tra. 10. 20 Cal Ca. 20 7320. 1. 1. 354

WHEREAS:

- A. The Buyer under a Sale Deed dated <u>07.07.08</u> has purchased a deluxe apartment bearing no. 508, 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. Undivided share in scheduled land to the extent of 46.13 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 44 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. 1749/08 in the office of the Sub-Registrar, Kapra, R. R. District. 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 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. 508 on fifth 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 deluxe apartment bearing no. 508 on the fifth floor in block no. 'D' admeasuring 750 sft. of super built up area and a reserved parking space for two wheeler bearing no. 44, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,13,750/- (Rupees Ten Lakhs Thirteen Thousand Seven Hundred and Fifty Only).
 - 2. The Buyer shall pay the above said amount of Rs. 10,13,750/- (Rupees Ten Lakhs Thirteen Thousand Seven Hundred and Fifty Only). in the following manner:

Installment	Amount (Rs.)	Due date of payment
I	4,88,500/-	06.07.2008
ĬI	2,00,000/-	20.07.2008
III	3,25,250/-	01.10.2008

3. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor 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.

For MOD VENTURES

Partner

Page -2-

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ENDORSEMENT Certified that the following amounts have been paid in respect of this document: By challan No. 7.66.193 Dt7.9-108
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Total Rs. 1/240/-
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- 4. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 508 on fifth floor in Block 'D' to the Builder for the purposes of completion of construction of the apartment.
- 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 01st October 2008 with grace period of 06 months 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.
- 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.

FOI MODA

Partner

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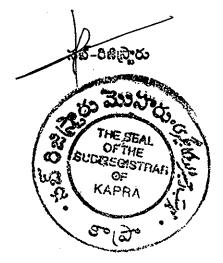
- The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Gulmohar Gardens project.
 - 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 livable 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.

For MODI VENTURES

Partner

Page -4-

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- 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.

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 deluxe apartment no. 508 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. 44, 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	6' wide corridor
South By	Open to sky
East By	6' wide corridor & Open to sky
West By	Flat no. 509

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:

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For MODI VENT

BUYER

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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartmen	nt Deluxe
Structure	RCC		Apartment
Walls		RCC	RCC
	4"/6" solid cement blocks	4"/6" solid cement blocks	4"/6" solid cement
External painting	Exterior emulsion	Exterior emulsion	blocks
Internal painting		D Smooth finish with OBI	Exterior emulsion
Flooring -	Mosaic	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	Smooth finish with OF
Drawing & Dining	Wiosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Wood (Non-teak)	Wood (No. 4 1)	
Doors	Moulded main door,	Wood (Non-teak)	Wood (Non-teak)
Electrical	others flush doors	Moulded main door, others flush doors	All doors - moulded
	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
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles	windows with grills Designer ceramic tiles
anitary	Raasi or similar make	with 72 dado	with 7' dado
P fittings	Standard fittings	Raasi or similar make	Raasi or similar make
itchen platform	Granite tiles, 2 ft	Standard fittings	Branded CP fittings
	ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Gramte slab, 2 ft ceram tiles dado, SS sink
lumbing	GI & PVC pipes	CI e Dyc	
ofts	Loft in each bedroom &	GI & PVC pipes	GI & PVC pipes
	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. BKlordie

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For MODI VENTURES

BUILDER

BUYER

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REGISTRATION PLAN	SHOWING FLAT NO	O. 508 IN BLOCK NO. 'D'	•
	ON THE FIFTH FLOOR IN	GULMOHAR GARDENS	
IN SURVEY NOS. 🥳	93, 94 & 95		SITUATED AT
į	MALLAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST.
BUILDER:	M/S. MODI VENTURES F	REPRESENTED BY ITS PAR	TNER
	SRI SOHAM MODI SON (OF SRI SATISH MODI	
BUYER:	MR. SHYAM KUMAR, SO	N OF LATE SHRI MAYENGE	AM SHYAMJAI
REFERENCE: AREA: 46.13	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Area = Out of U/S of Land = A	750 sft. Ac. 4-00 Gts.		
	6' wide corridor	& Open to sky	Δ
8 8 6' wide corridor 9'-4"x11		Kitchen 7'-6"x6'-8" Tollet 6'-6"x4'-0" M. Bed Room 10'-0"x11'-3"	Open to Sy Col X Rosels With Agent Delign LOCATION MAP Northeram X Results
	Flat No	. 509	For MODIVENTURES
WITNESSES:			
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me			SIG. OF THE BUYER

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

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FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

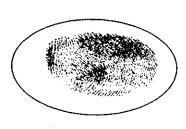
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

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





GPA FOR PRESENTING DOCUMENTS:

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





BUYER:

MR. MAYENGBAM SHYAM KUMAR /O. LATE SHRI MAYENGBAM SHYAMJAI R/O. KEISHAMTHONG THANGJAM LEIRAK IMPHAL –WEST MANIPUR – 795 001.

SIGNATURE OF WITNESSES:

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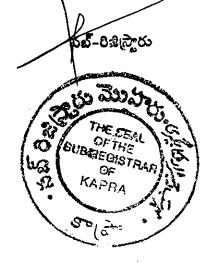
For MODI VENTURES

Partner

SIGNATURE OF THE EXECUTANT'S

MShyambor

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Photographs and FingerPrints As per Section 32A of Registration Act 1908

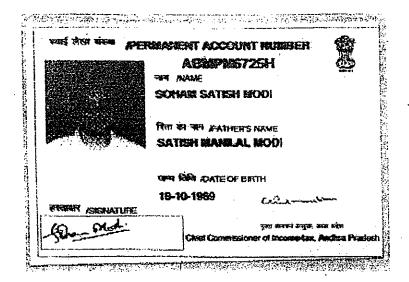
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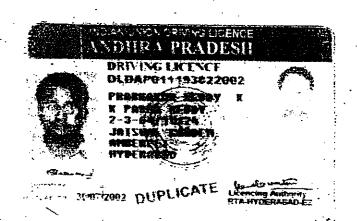
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SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur
1		ALL PROPERTY AND PROPERTY OF THE PROPERTY OF T		Mchyandan
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MANAGING PARTNER SOHAM MODI OFF:5-4- 187/3&4,II FLR., SOHAM MANSIONM.G.ROAD,SEC -BAD	
	III. FOR	SENTING PROPERTY OF THE PROPER	(EX) K.PRABHAKAR REDDY(GPA FOR PRESENTING DOC.)	Possery

Witness Signatures Operator Signature Subregistrar Signature

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For MODI VENTURES

Partner

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इसके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन सब से जिनका इस बात से सरोकार हो, यह प्रार्थना एवं अपेशा की जाती है कि वे बाहक की बिना रोक-टोक, आज़ादी से आने-बाने दें, और उसे हर तरह की ऐसी सहायता और सुरक्षा प्रदान करें जिसकी उसे आवश्यकता हो।

These are to request and require in the name of the president of the republic of india all those whom it may concern to allow the bearer to pass freely without let or hindrance, and to afford him or her, every assistance and protection of which he or she may stand in need.

भारत गगराज्य के राष्ट्रपति के आदेश से दिया गया BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA



प्रति पारप्त धातकारी, बेंगलूर-For Passport Officer, Bangalord

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