CS No. 11139 DOCT No. 11126/ 200)

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सत्यमेव जयते

भारत INDIA SINDIA NON JUDICIAL

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3/86) 08/06/2007 vous CM. Pennech D/O. Nos SMg Dag Whom Me Note Ventides K. Srinivas

SVL No.26/98, R. No. 11/2007

SVL No.25/98, R.No.11/2007 City Civil Court SECUNDERABAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 19 day of September 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. PULIPAKA MADHAV, SON OF MR. P. V. L. KANTA RAO, aged about 32 years, residing at 6-130/6, Balasaraswathi Nagar, Malkajgiri, Hyderabad - 500 047, 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 MOD WENTURES

Partner

(GD. HOLDER)

- 3 పుస్తకము!!()_b (g) దస్తావేజుల మొత్తం కాగితముల 3 4 JUR ANY సంఖ్య...!/....ఈ కాగితపు వరుస ಸಂಖ್ಯ.../గంటల మ<mark>ధ్య</mark> ఉప్పల్ సబ్-రిజిస్తారు ఆఫీస్టులో & K. Malahalled Redd రిజిగ్ట్రోషన్ రీట్ట్రము, 1908 **లోని సెక్షన్ 32 ఎ-ను** అనుసరించి సమర్పించవలసిన పోటోగ్రాఫులు మరియు పేలిముద్రలతో / సహ దాఖలుచేసి రుసుము రూ॥ (000 /----- పెళ్లించినారు. SUB REGISTRAR Receipt No602827 Dt 14 19 6 Vide 98H. Habsiguda Branch, Sec'bad ేసి యాచ్చినట్లు ఒప్పుకొన్నద Gordon Aunt ఎడప్పుల్ టన్నవేలు K. Prabhakar Reddy, S/o. Mr.K.P.Reddy, Occupation: Service, (O) 5-4-187/3 & 4, 3rd, Floor, Soham Mansion, M.G.Road, Secundershed. Attested GPA, through General Power of Attornery, Vide Doc, No. 120/BEW 06 Registered at SRO, Uppaline R. R. Dist. మ బొటనదేలు P. V. L. Kantha Ros 1/0. lak Pulipaka Appa Ro Mo. 4.No: - 6-130/6, Belasavaswathi Nagar Matrajgio, thousand - representative com GRA Holder on behalf of Purchase mr. P. ma ට්ට්ඩ්ත්ධ්. D.V. Chalapathi, ROO No. Narshima Raw oco: Redd. Teacher, Rlo. 202, Subhapredle Responer, Brundovara whony, Maleaygin -Kissen. 86 Ramula ou Businers Rlo Ramenthulus. Hy 2007.3.701 20.20.920 3019.308

WHEREAS:

- A. The Buyer under a Sale Deed dated 19.09.07 has purchased a semi-finished, deluxe apartment bearing no. 115, on the first floor in block no. 'E', admeasuring 1250 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:
 - a. Proportionate undivided share of land to the extent of 76.88 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 15 admeasuring about 15 sft:
 - c. A reserved car parking space bearing no. 34 admeasuring about 100 sft.

This Sale Deed is registered as document no. 111950 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. 115 on first floor in Block 'E' and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and coexisting 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-finished deluxe apartment bearing no. 115 on the first floor in block no. 'E' admeasuring 1250 sft. of super built up area and undivided share of land to the extent of 76.88 sq. yds. A reserved two wheeler and Car parking bearing no. 15 & 34 admeasuring 15 & 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,28,000/- (Rupees Ten Lakhs Twenty Eight Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 3,11,565/- (Rupees Three Lakhs Eleven Thousand Five Hundred and Sixty Five Only) before entering into this agreement, which is admitted and acknowledged by the Builder.
- 3. The Buyer shall pay to the Builder the balance consideration of Rs. 7,16,435/- (Rupees Seven Lakhs Sixteen Thousand Four Hundred and Thirty Five Only) in the following manner:

FOR MODI VENTURE

Partner

G. P. HOLDER Rage 2

టై పుస్తకముటుంది. ఏల్లాడ్లు జన్మామేజుల మొత్తం కాగితముల పంజ్యు టీ ఈ కాగితపు వరుస పంజ్యు

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from Sri. [2] Performent

on the basis of the agreed Market Value

consideration of Rs. [0] Rooo

higher than the consideration agreed Market

SRO. Uppal

Subscriptor

and Concetor U.S. 41&4

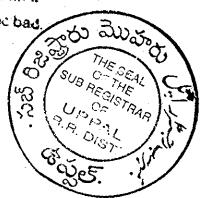
INDIAN STAMP ACT

Hegistration Endorsement

An amount of Rs. (OLCOtowards Stamp Duty Including Transfer duty and Rs. (OOO towards Registration Fee was paid by the party through Challan Receipt Number 602 82)

Dated (400 at SBH Habsigade Branch Sec bad)

6.8.9. Habsiguda A/c No. 01090050799 வி.R.O. Uppal.



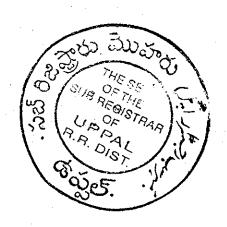
Installment	Amount (Rs.)	Due date of payment			
<u> </u>	1,55,435/-	01.10.2007			
II	2,80,500/-	01.12.2007			
. III	2,80,500/-	01.04.2007			

- 4. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 3 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 5. 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 1month from the due date.
- 6. 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.
- 7. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 115 on first floor in Block 'E' to the Builder for the purposes of completion of construction of the apartment.
- 8. 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.
- 9. 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.
- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 1st April 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.

For MODI VENTURES

Partner

G. P. HOLDER)



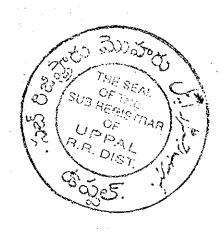
- 11. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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 MODIVENTURES

Partner

(G, P. HoCDER\Page 4

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- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Stamp duty and Registration amount of Rs. 11,275/- is paid by way of challan No. 602827, dated 14.09.2007, drawn on SBH Habsiguda Branch, Hyderabad and VAT paid an amount of Rs. 10,280/- by way of Payorder No. 135501, dated 14.09.2007, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MOD VENTURES,

Partner

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SCHEDULE 'A' 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	<u> </u>
South By	40' side road (Shakti Sai Nagar road)	
East By	Shakti Sai Nagar Colony	<u> </u>
West By	Sy. No. 92	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 115 on the first floor, in block no. 'E', admeasuring 1250 sft. of super built up area together with proportionate undivided share of land to the extent of 76.88 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 15 & 34, admeasuring about 15 and 100 sft. respectively., 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 & Staircase	
South By	Flat No. 114	
East By	6' wide corridor	
West By	Open to sky	

WITNESSES:

44

1. DORDANGY

2.

For MODI VENTURES

BUILBERner

BUYER

(G.P.HOLDER)



SCHEDULE OF SPECIFICATION FORCOMPLETION OF CONSTRUCTION

, Item	Item Standard Apartment Semi-deluxe Apa		Deluxe Apartment		
Structure	RCC	RCC	RCC 4"/6" solid cement blocks		
Walls	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' Designer ceramic tiles with 7' 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	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. Detalakon

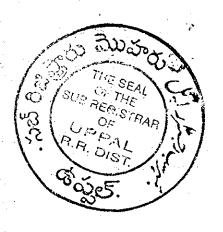
2.

BUILD Bermer

BUYER. G.P. HOLDER)

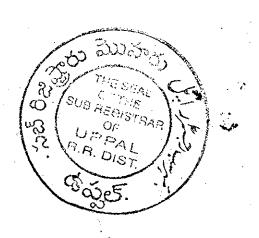
For MODI VENTURES

Page 7



BUILDER:		LLAGE, NTURES REPRE	UPPAL			SITU	IATED A
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BUILDER:	M/S. MODI VEN					MANDAL, R	
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BUYER:		ODI SON OF SRI	SATISH MODI				
	VIR. PULIPAKA	MADHAV, SON	OF MR. P. V. L.	KANTA RAG			
REFERENCE: AREA: 76.88	SCALI SQ. YI	E: DS. OR	INCL: SQ. MTR:	S	J	EXCL:	
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aircase		4.	M. Bed Room 1242°x1046°		14		Coren I
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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
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:

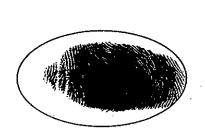
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003.

BUYER:

MR. PULIPAKA MADHAV S/O. MR. P. V. L. KANTA RAO R/O. H. NO. 6-130/6 BALASARASWATHI NAGAR MALKAJGIRI HYDERABAD – 500 047.

REPRESENTATIVE:

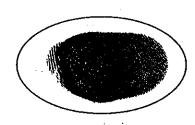
MR. P. V. L. KANTA RAO S/O. LATE MR. PULIPAKA APPARAO R/O. H. NO. 6-130/6 BALASARASWATHI NAGAR MALKAJGIRI HYDERABAD -- 500 047.



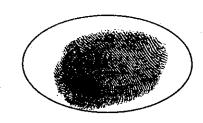














SIGNATURE OF WITNESSES:

2.

SIGNATURE OF EXECUPATURE

For MODI VENTURES

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,

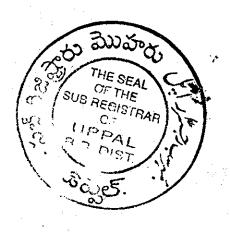
Mr. P. V. L. Kanta Rao, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of

Assurances, Uppal, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

1 వ పుస్తకము.!!! దీనంగాం దస్తావేజుల మొత్తం కాగితముల సంఖ్య...!!...ఈ కాగితపు వరుస సంఖ్య...!







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For MODI VE

Partner

1 వ పుస్తకము.!!! 26 స్ట్రింగ్లు దస్తావేజుల మొత్తం కాగితముల సంఖ్య...!!..ఈ కాగితపు వరుస పంఖ్య...!!

हरा बात से सरोक दुनारा, भारत गणराज्य के राष्ट्रभीते के माम पर, उम राज से जिनका हरा बात से सरोकार हो, यह प्रार्थना एवं जोशा दी जाती है कि गरकाको किना गुंक-टीक, आवादी से आमे-जाने दें, और उसे हर तरत दी ऐसी सहायता और सुरक्षा प्रदान करें जिसकी उसे आवश्यकता हो।

THEREALAR TORFQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEADEN FOF PRESELY WITHOUT LETORY HONDRANCE, AND TO AFFORD HIS, OF HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR FIRS ANAY STAND IN NEED.

भारा गंगाज्ञ के राष्ट्रपति के आदेश से दिया गया ny onden of the president of the republic of india



नारत न्याराज्य LExiter OF

टाईप /Type

राष्ट्रीय कोड /Country Code IND

पासपोर्ट झं. /Passport No Z 1706195

PULI PAKA ^{Bri Names} MADHAV

राष्ट्रीयता /Nationality

िंग /Sex

09.8.1975

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్తున్నకము!!! ఏ అన్నం ధస్తావేజుల మొత్తం కాగితముల సంఖ్య..!!...ఈ కాగితపు వరుస పంఖ్య..!!

