

U. 658

625/08

E-20 A:702



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH  
 No. 625/08 Date 20/03/08 Rs. 100/-  
 Sold to G. Venkatesh  
 by G. A. Rao  
 for Modi Ventures

Sec

L. G. Chimalgi  
 H 385297  
 LEELA G CHIMALGI  
 STAMP VENDOR  
 No. 02/2008  
 5-4-76/A, Cellar Rangum  
 SECUNDERABAD-500 003

AGREEMENT FOR CONSTRUCTION

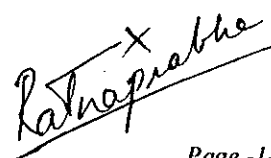
This Agreement for Construction is made and executed on this the 3<sup>rd</sup> day of March, 2008 at Secunderabad by and between:

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

MRS. RATNA PRABHA, WIFE OF MR. B. V. S. SARMA, aged about 35 years, residing at B-105, Building No. 2, Janak Apartments, Navghar, Vasai Road (East), Thane District - 401 210, Maharashtra., hereinafter, 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

  
 Ratna Prabha

1 JUL 2007  
KAPRA

1వ పుస్తకము నెంబర్ 625

చెయ్యవలసిన కారితములు కంట్టు 1

ఈ కారితపు పనుల కంట్టు 1

2008 వ సం. మూర్తి నెం. 3 వ తేదీ

1929 కా.న. పొబ్బలపా మ. 12 వ తేదీ

నం. 2 నెం. 3 గంటల

పాఠ్య కార్య కార్య-కార్యములను

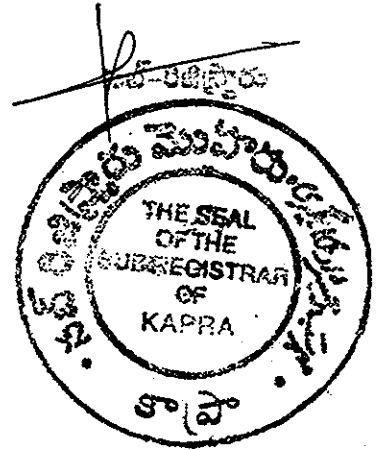
K.P. Reddy

అనుమతి పొందిన

మరియు వేరిఫై చేసిన

1000/-

Signature



వ్రాసి ఇచ్చినట్లు నిపుణుడి  
ఎడమ బొటన ప్రతి



Signature Ho. K.P. Reddy o.c. Senior  
(0) 5-4-187/324, 1st floor, Sottam mansion, M.G. Road  
Sub'band, attested through GPA for presentation  
of Documents vide GPA no. 120/BKIV/2006, at SRD,  
Uppal, R.R. Dist.

చూపించినది

Signature

Kiran s/o. Ramachandraiah o.c. Service  
e/o. 2-3-54, Flat No. 202, Sri Sai APB,  
HB colony, Undeabadi.

Signature

S. Pradeep Ho. S. Dhanraj o.c. Senior  
R/o. 1-10-263, New Bommarpally, Sub'band.

2008 వ సం. మూర్తి నెం. 3 వ తేదీ  
1929 కా.న. పొబ్బలపా మ. 12 వ తేదీ నం-రిజిస్ట్రారు

WHEREAS:

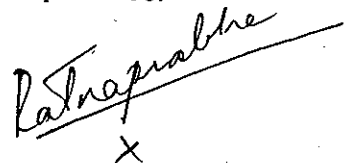
- A. The Buyer under a Sale Deed dated 3-03-08 has purchased a standard apartment bearing no. 201, on the second floor in block no. 'E', admeasuring 975 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
- Undivided share in scheduled land to the extent of 59.96 sq. yds.
  - A reserved two wheeler parking space bearing no. 16 admeasuring about 15 sft.
  - A reserved car parking space bearing no. 15 admeasuring about 100 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. 624/08, 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. 201 on second 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 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:

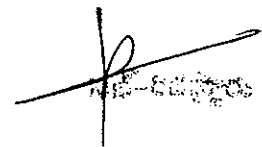
- The Builder shall complete the construction for the Buyer a standard apartment bearing no. 201 on the second floor in block no. 'E' admeasuring 975 sft. of super built up area and a reserved parking space for two wheeler and car bearing nos. 16 & 15, admeasuring about 15 and 100 sft. respectively, as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 5,75,000/- (Rupees Five Lakh Seventy Five Thousand Only).
- The Buyer shall pay to the Builder the above said consideration of Rs. 5,75,000/- (Rupees Five Lakh Seventy Five Thousand Only) on or before 01<sup>st</sup> April 2008.

For MODI VENTURES

  
Partner

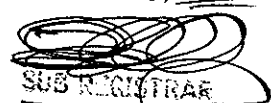
  
X

1. పన్ను సంఖ్య 2008 నం. 625  
 2. పన్ను రేటు 11  
 3. పన్ను విధింపబడిన విలువ 2

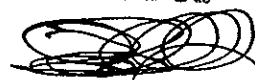
  
 నామ-అధికారి

paid in respect of this document:

I. Stamp duty	Rs. 100/-
2. ...	Rs. 5680/-
3. ...	Rs. —
4. ...	Rs. —
II. Transfer tax:	
1. in shape of challan	Rs. —
2. in the shape of cash	Rs. —
III. Registration fees:	
1. in the shape of challan	Rs. 1000/-
2. in the shape of cash	Rs. —
IV. User Charges:	
1. in the shape of ...	Rs. 100/-
2. in the shape of cash	Rs. —
Total:	Rs. 6850/-

  
 SUB REGISTRAR  
 KAPRA

1. పన్ను సంఖ్య 2008 నం./ కా. 1929వ  
 పు. 625  
 2. పన్ను రేటు 11  
 3. పన్ను విధింపబడిన విలువ 2  
 I - 625 2008 నం. 625  
 2008 నం. 625

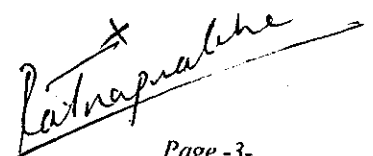
  
 నామ-అధికారి



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.
4. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 210 on second floor in Block 'E' 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 01<sup>st</sup> 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.
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.

For MODI VENTURES

  
Partner



1st Part No. 8 of 625

2nd Part No. 11

3rd Part No. 3

~~Signature~~

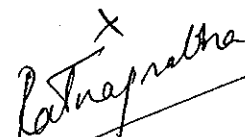


11. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
12. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder 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.
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.

For MODI VENTURES



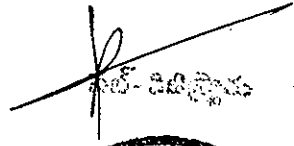
Partner



1వ భుజివం 1038 ..... 625

మొత్తం వారసుల సంఖ్య ..... 11

ఈ వారసుల వయస్ సంఖ్య ..... 4

 రి. జి. శ్రీనివాస

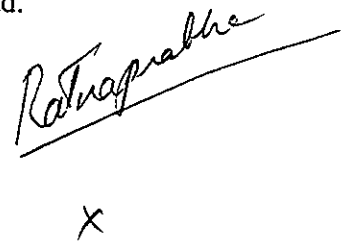




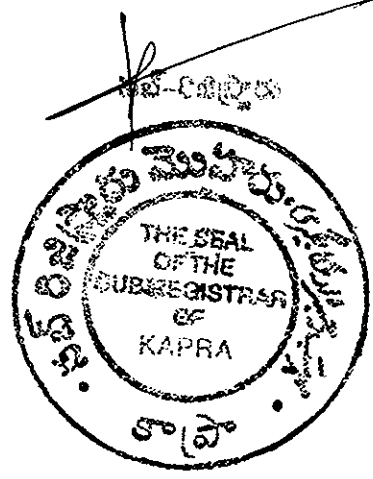
17. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
18. In case of any dispute 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.
19. 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.
21. Stamp duty and Registration amount of Rs. 6750/- is paid by way of challan no. 758864, dated 03.03.08, drawn on SBH, Kushaiguda Branch, <sup>Secunderabad</sup> and VAT paid an amount of Rs. 5750/- by way of Payorder No. 139064, dated 03.03.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For MODI VENTURES

  
Partner

  
X

..... 8 ..... 625 .....  
..... 11 .....  
..... 5 .....



SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, 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'


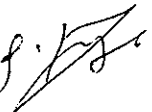
SCHEDULE OF APARTMENT

All that portion forming semi-finished standard apartment no. 201 on the second floor in block no. 'E', admeasuring 975 sft. of super built up area together with proportionate undivided share of land to the extent of 59.96 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 16 & 15, 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
South By	Open to sky & Staircase
East By	6' wide corridor
West By	Open to sky

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:

1. 
2. 

**FOR MODI VENTURES**

  
Partner

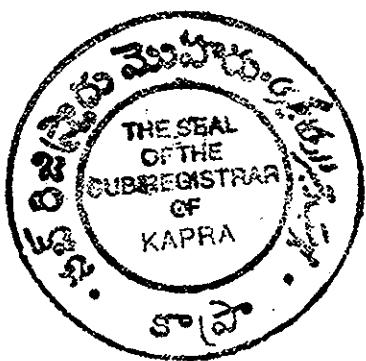
BUILDER



BUYER

1. ద్వారా నం. 8... 625  
2. ద్వారా నం. 11  
3. ద్వారా నం. 6

*[Handwritten signature]*



**SCHEDULE OF SPECIFICATION FOR  
COMPLETION OF CONSTRUCTION**

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement blocks	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' dado	Designer ceramic tiles 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:

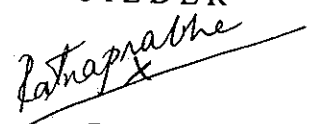
WITNESS:  
1. 

2. 

**For MODI VENTURES**



**Partner  
BUILDER**



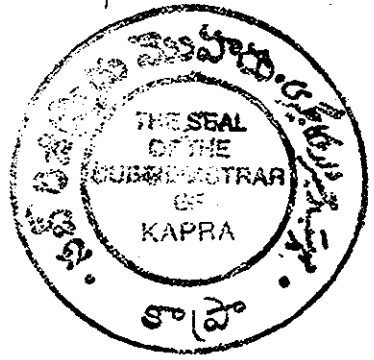
**BUYER**

18 ನెంబె 8 625

ಮೊತ್ತದ ಕಾನೂನು ಪಂಚಾಯತ್ 11

ಕ: ಕಾನೂನು ಪಂಚಾಯತ್ 7

~~Handwritten signature~~



**REGISTRATION PLAN SHOWING**

FLAT NO. 201 IN BLOCK NO. 'E'

ON THE SECOND FLOOR IN GULMOHAR GARDENS

**IN SURVEY NOS.**

93, 94 & 95

**SITUATED AT**

MALLAPUR VILLAGE, UPPAL

**MANDAL, R.R. DIST.**

**BUILDER:**

M/S. MODI VENTURES REPRESENTED BY ITS PARTNER

SRI SOHAM MODI SON OF SRI SATISH MODI

**BUYER:**

MRS. RATNA PRABHA, WIFE OF MR. B. V. S. SARMA

**REFERENCE:**

**AREA:** 59.96

**SCALE:**

SQ. YDS. OR

**INCL:**

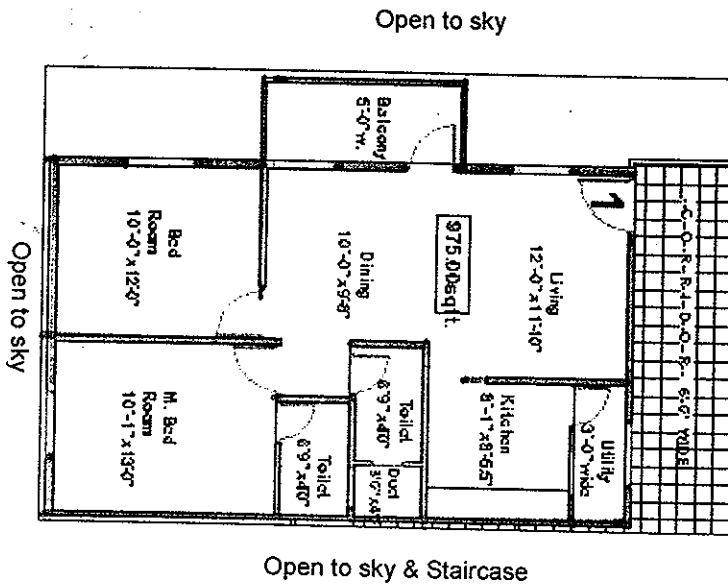
SQ. MTRS.



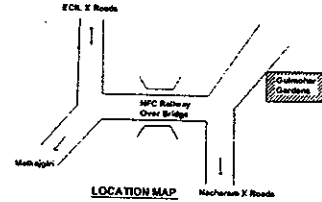
**EXCL:**



Total Built-up Area = 975 sft.  
Out of U/S of Land = Ac. 4-00 Gts.



6' wide corridor



**For MODI VENTURES**

*[Signature]*

Partner

SIG. OF THE BUILDER

*[Signature]*

SIG. OF THE BUYER

**WITNESSES:**

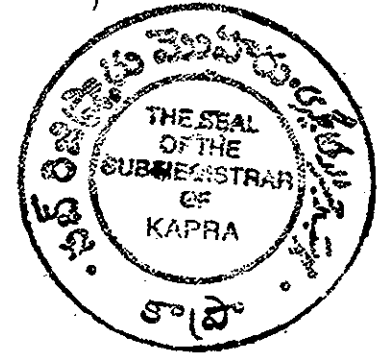
- [Signature]*
- [Signature]*

1వ భాగము నెంబి 8.....న నంబు 625

మొత్తము రూ. 11

ఈ కారితకు వసూల నంబు 8

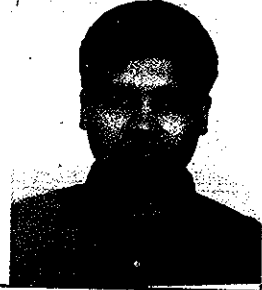
~~సీ-రిజిస్ట్రారు~~





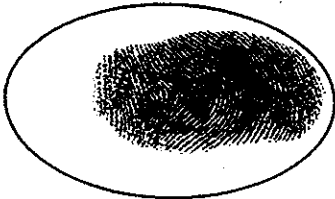
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
--------	--	--	--



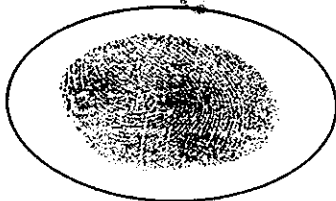
BUILDER:

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



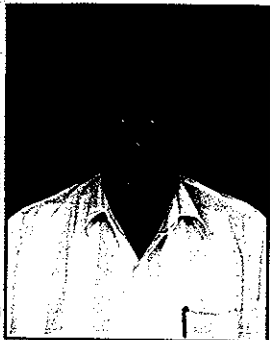
GPA FOR PRESENTING DOCUMENTS:

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:

MRS. RATNA PRABHA  
W/O. MR. B. V. S. SARMA  
R/O. B-105, BUILDING NO. 2  
JANAK APARTMENTS, NAVGHAR  
VASAI ROAD (EAST)  
THANE DISTRICT - 401 210  
MAHARASHTRA.



REPRESENTATIVE:

MR. CHEBIYYAM SRINIVAS  
S/o. C. GOPAL RAO  
R/O. Plot No. 229  
VINAYAKNAGAR,  
SEC-BAD-56.

SIGNATURE OF WITNESSES:

- 
- 

**FOR MODI VENTURES**

SIGNATURE OF EXECUTANTS  
Partner

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. C. SRINIVAS. 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)

1వ ప్రస్తుతం నెంబర్.....త నం బ్ర 625.....

మొత్తము లాభములు నంద్య..... 41.....

ఈ లాభములు నందున నంద్య..... 9.....

~~స-విభాగం~~

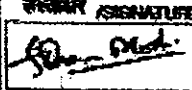


PERMANENT ACCOUNT NUMBER  
**ABMPM6725H**

NAME  
**SONAM SATISH MODI**

FATHER'S NAME  
**SATISH MANLAL MODI**

DATE OF BIRTH  
**19-10-1989**

SIGNATURE  


Chief Commissioner of Income-tax, Andhra Pradesh

GOVERNMENT LICENCE  
**ANDHRA PRADESH**

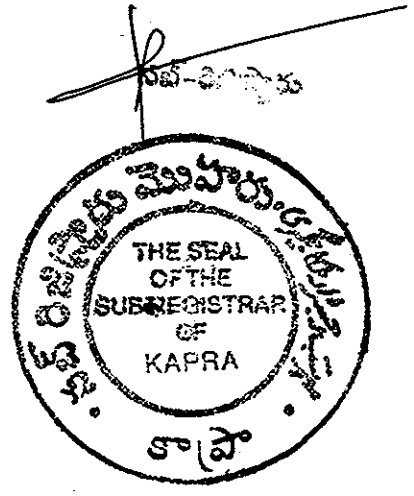
**DRIVING LICENCE**  
 OLDAP011193822002

FRANKLIN MENON K  
 2-3-45  
 JOINT  
 HYDERABAD

30/07/2002 **DUPLICATE**

Licensing Authority  
 PTA-HYDERABAD-02

.....వ సం. 625  
.....  
..... 11  
..... 10

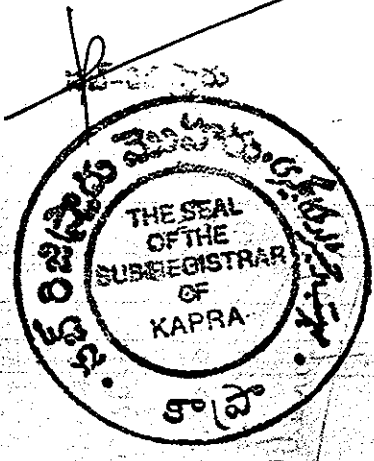




1వ పుస్తకము 2008 వ సం వ 625

మొత్తము కారితముల సంఖ్య 11

ఈ కారితపు ముద్ర సంఖ్య 11



Handwritten signature or text at the bottom right of the page.