

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH 🐭

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AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 22 day of May 2008 at

M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Roed, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri 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. KASINA ANANDA RAO, SON OF MR. K. SATYANARAYANA MURTHY, aged about 53 years, residing at D-73, RBI Quarters, Begumpet, Hyderabad – 500 016., 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).

FOI MOD VENTURES

Partner

Page -1-

14 THE C. 2008 CLEANER M. Tangan when word St Sales Rest Rossie 2008 BBo. 30 34 **ಸಾದ್ಯ** ಕೌರ್ನಿ ಸ್ಥಾನ್ಗ ్ట్రైస్ కౌర్యాల్యము**ల్లో** e. D. Preschaler reddy KAPRA **రిశ్వీ**షాన్ √్రా - 2000 లోని శువై**న్ కష్టి.మంక មក់រត់**ដែល ពីបានប្រជាជម្ងាស់ ស្តីស្តីក្រាស់**ម నురియు** పరివర్యభల్త**ి సహ దాధలుబేశ్లు** Lucasono distribution land. తానీ ఇచ్చినట్లు ఒప్పకొన్నది Propagage So. K. P. Reday oce: Service ఎడమ బొటన ప్రేఆ (0) 5-4-181/3 & 4, and floor, solum mansion, M. G. Road. Sec'sad, through attested GIA box Presentedion. of downers, vide GPS NO. MO/Be/OF of See, oppos, R.R.OIST. Kasina Ananda Rao So. F. Salyanarayana Murty Plo. D-73, RBI Atrs, Begumper, Hyderabod-04. హాపించినడి · 9. 18. 1. Produp Sto. J. Drannag our Service R10. 1-10-263, New Bonneysolly, Ser'bod. leiren e/o, Romachander Kano oce: Rusiness 1-10-54 Hos colons, Rusherghold, Hinderstoad

WHEREAS:

- A. The Buyer under a Sale Deed dated 22.05.2008 has purchased a deluxe apartment bearing no. 204, on the second floor in block no. 'E', admeasuring 1300 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 79.95 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 19 admeasuring about 15 sft.
 - c. A reserved car parking space bearing no. 29 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. 1372/08 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. 204 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:

- 1. The Builder shall complete the construction for the Buyer a deluxe apartment bearing no. 204 on the second floor in block no. 'E' admeasuring 1300 sft. of super built up area and a reserved parking space for two wheeler and car bearing nos. 19 & 29, admeasuring about 15 and 100 sft. respectively, as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,68,000/- (Rupees Ten Lakhs Sixty Eighty Thousand Only).
 - 2. The Buyer has already paid an amount of Rs. 10,68,000/- (Rupees Ten Lakhs Sixty Eighty Thousand Only) and the Builder admitted and acknowledged the receipt for said consideration.

For MODI VENTURES

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Partner

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- 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-unished apartment bearing no. 204 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 clarged 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 31st May 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.

For MODI VENTURES

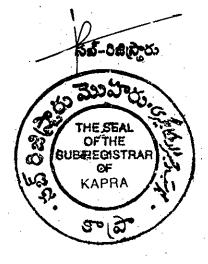
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- 10. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect 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 Ruyer 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.

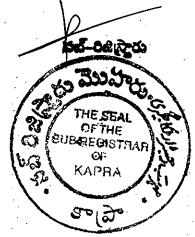
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- 17. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
- 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.

For MODI VENTURES



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. 204 on the second floor in block no. 'E', admeasuring 1300 sft. of super built up area together with proportionate undivided share of land to the extent of 79.95 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 19 & 29, 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	Flat No. 203	
South By	Flat No. 205	
East By	Open to sky	
West By	6' wide corridor & 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.

BUYER

SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe
غ		· · · · · · · · · · · · · · · · · · ·	Apartment
Structure	RCC .	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blocks	blocks	blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Smooth finish with OBD	Smooth finish with OBD
Flooring -	Mosaic	Ceramic Tiles	Marble slabs
Drawing &			(1942년 1947년) (2014년 - 1947년)
Dining			
Flooring -	Mosaic	Ceramic Tiles	Marble tiles
Bedrooms			
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moulded main door,	Moulded main door,	All doors – moulded
	others flush doors.	others flush doors	
Electrical	Copper wiring with	Copper wiring with	Copper wiring with
	standard switches	modular switches	modular switches
Windows	Powder coated	Powder coated	Powder coated
	aluminum sliding	aluminum sliding	aluminum sliding
	windows with grills	windows with grills	windows with grills
Bathroom	Ceramic tiles with 7'	Designer ceramic tiles	Designer ceramic tiles
	dado	with 7' dado	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	Granite tiles, 2 ft	Granite slab, 2 ft ceramic
	ceramic tiles dado, SS	ceramic tiles dado, SS	tiles dado, SS sink
	sink.	sink.	
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts	Loft in each bedroom &		Loft in each bedroom &
	kitchen	kitchen	kitchen

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

WITNESS:

2.

BUILDERartner

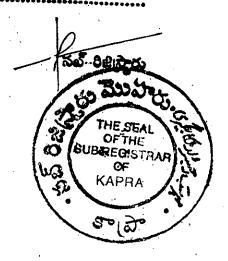
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REGISTRATION PLAN SHOWING FLAT NO. 204 IN BLOCK NO. 'E' ON THE SECOND FLOOR IN GULMOHAR GARDENS SITUATED AT IN SURVEY HOS. 93194 & 95 MANDAL, R.R. DIST. UPPAL MALLAPUR VILLAGE, M/S. MODI VENTURES REPRESENTED BY ITS PARTNER **BUILDER:** SRI SOHAM MODI SON OF SRI SATISH MODI. MR. KASINA ANANDA RAO, SON OF MR. K. SATYANARAYANA MURTHY BUYER: EXCL: INCL: SCALE: REFERENCE: SQ. YDS. OR SQ. MTRS. 79.95 AREA: Total Built-up Area = 1300 sft. Out of U/S of Land = Ac. 4-00 Gts. Open to sky Balcory 7-0 vide Littlity Kitched 51-0"x7"-5" Bed Room Flat No. 205 916151 214,6° Flat No. 203 Dining Cart Toilet 10-6 x 14-0 357.40 615'74'-0" Tollet 7'-0"x5'-0" Sec Room LOCATION MAP 9451x124.5 Living 1040%13410,51 Mu Bed Room 114 12151 10000.00eqit. -alet 6'-2"x4'-6" 6' wide corridor & Open to sky WITNESSES: SIG. OF THE BUILDER SIG. OF THE BUYER

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

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PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

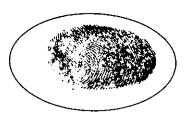
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

M/S. MODI VENTURES
HAVING ITS CFFICE 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:

MR. KASINA ANANDA RAO S/O. MR. K. SATYANARAYANA MURTHY R/O. D-73, RB; QUARTERS BEGUMPET HYDERABAD – 500 016.

SIGNATURE OF WITNESSES:

1. 1. J. J. S

For MODI VENTURES

Partner SIGNATURE OF EXECUTANTS

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

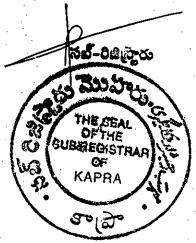
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SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur e
1		08-146	(CL) KASINA ANANDA RAO D-73,RBI QRTS.,BEGUMPET,SEC	Dans
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MANAGING PARTNER SOHAM MODI OFF:5-4- 187/3&4,II FLR., SOHAM MANSIONM.G.ROAD,SEC -BAD	
3		TO SECOND	(EX) K.PRABHAKR REDDY(GPA FOR PRESENTING DOCS)	Rosson

Witness Signatures

U.Kishele Operator Signature Subregistrar Signature



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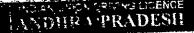
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For MODI VENTURES

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ఈ కాగితవు చరున సంఖ్య	







Family Members Details

5. 505	Name	Relation	Date of Birth	Ngc
71	Indira Devi	Wife	08/02/59	47
ĵ.	Sathish	Son	19/08/78	28
	Satyanarayana Murihy	Father	21/08/34	72
5	Suguna	Mother		68

HOUSEHOLD CARD

Card No

: PAP167890200982 : 902

E.P.Shop No

హీదు

gm (c. 082,58m)

Name of Head of Household

: Kasina.Ananda Rao

చండు/భర్త పేరు

ം ആജന മരു മന്ന്

Father/ Husband name: Satyanarayana Murthy

හාසුනම්ර/Date of Birth: 04/09/1955

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: Employee-Govt.

ಾಕ್ಸೆಡಿಂ./House No.

: 676, D-73, RBI QUARTERS

ಪಿಸ್ತಿ /Street

: Street No.6 SHYAMLAL BUILDINGS

Colony

: BEGUMPET

Ward

t value Ward- 1

Circle

್ ಸಿದ್ಧಾರ್ ತ / Circle VIII

జ్యా: /District

🚼 మైగ్రామాయి / Hyderabad

Annual Income (Rs.); 340,000

: 814279/(Double)

LPG Consumer No. LPG Dealer Name

: Vijayanagar Gas Company HPC

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