



Rs. 100
ONE
HUNDRED RUPEES

सत्यमेव जयते

# श्वारत INDIA INDIA NON JUDICIAL

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P 362007

Date : 28-07-2008

Serial No : 30,682

Denomination: 100

Purchased By :

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s/o . senkaram

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For Whom:

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

MODI VENTURES

### AGREEMENT FOR CONSTRUCTION

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This Agreement for Construction is made and executed on this the <u>21</u> day of August 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 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**

MRS<sub>2</sub> J. ADILAKSHMI, DAUGHTER OF MR. S. RAM KOTESWARA RAO, aged about 44 years, residing at 86, P & T Colony, Tirimulgherry, Secunderabad – 500 015, 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

Sail

Page -1-

మొత్తము కాగితముల సంఖ్య. ఈ కాగితపు వరున సంఖ్య.... 200 8 వసం...లిగ్గ్లు నెల. 2 ..... వేది Mos........... మర్య కాస్తా నట్-రిజిల్లిస్తే కార్యాలయమ్మతో 6. K. Pro bhalear redd రికుణ్ణేషన్ కాట్ల్ ము 20,0 లోని సిన్నిస్ 12.ఎను SUBFREGISTRA అనుగు**రిం**టి స్ట్రాంచవలసిన స్ట్రాహ్హలు KAPRA రుందియు వేలీవులుముంది. నవా దాంఖలుచేసి కుత్వారు **రూ.....** 1000 📗 మె**ల్లిం**చినారు Pursone **దాసీ** ఇచ్చినట్లు ఒప్పకొన్నది Picacopus ఎడమ బొటన ప్రేట K. Prabhakar Reddy, S/o. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-03, through attested GPA/SPA for presentation of documents, Vide GBAI SPA No. 120 (12) 04 dated 27. 4. 06 registerer at SRO, UPPON Ranga Reddy District. మ బొత్తన ద్రేలు "Sail Mrs. J. Adi Lokshoni Dlo. Mr. S. Lama Ketushwara Rao. RIO. 86, Pat Colony, Treimalgherry, Suisas -04, <sup>ా</sup>పించినది Ventrat Romane Reday 870, love ent ready oce: Serveiro - 2/0. 11-187/2, Rd us. 2 Green Hilly Colony, Hand I Praday No T. Dionney our Service R/o. 1-10-263. New Burryolly, Sursod. 2008 - CDH 2 30 21 388 1980 ह ... (20) வ. வக்க கட்டும்

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 21.08.08 has purchased a deluxe apartment bearing no. 307, on the third floor in block no. 'E', admeasuring 485 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 29.83 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 37 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. 23 46/08 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. 307 on third 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 semi-finished deluxe apartment bearing no. 307 on the third floor in block no. 'E' admeasuring 485 sft. of super built up area together with undivided share in the scheduled land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler bearing no. 37, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 2,83,000/- (Rupees Two Lakhs Eighty Three Thousand Only).
  - 2. The Buyer has already paid to the Builder the above said consideration of Rs. 2,83,000/-(Rupees Two Lakhs Eighty Three Thousand Only) and the Builder admits and acknowledged the receipt above said consideration.
  - 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.

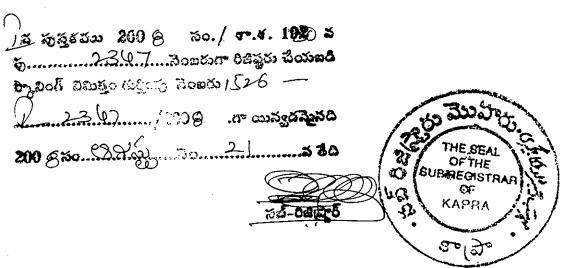
For MODI VENTURES

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SUB REGISTRAR KAPRA	)	
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- The Buyer has handed over the vacant and peaceful possession of the bearing no. 307 on third 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 30<sup>th</sup> September 2008 with the 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.

For MODI VENTURES

Partner

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- 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

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- To this 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.
- 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. 38,30=/- is paid by way of challan no. 75973, dated 21.8.08, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 3830/- by way of Payorder No. 1428/4, dated 19.8.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

FOR MODI VENTURES

Partner

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## 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. 307 on the third floor in block no. 'E', admeasuring 485 sft. of super built up area together with proportionate undivided share of land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 37, 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:

South By Open to sky East By Open to sky West By Flat No. 308	
Spent to sky	
West By	
West By Flat No. 308	

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 VENTURES

BUYER

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# SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartmen	, t
		dom dotaxe Apartifici.	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 OBI	Smooth finish with OBI	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 ceramie 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:

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For MODI VENTURES

Partner

BUILDER

BUYER

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REGISTRATION PL	AN SHOWING FLAT NO.	307 IN BLOCK NO. 'E'	
	ON THIRD FLOOR IN PROJ	ECT KNOWN AS "GULM	OHAR GARDENS"
IN SURVEY NOS.	93, 94 & 95		SITUATED AT
	MALLAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST.
VENDOR:	M/S. MODI VENTURES REF	PRESENTED BY ITS PAR	
	SRI SOHAM MODI SON OF	SRI SATISH MODI	
BUYER:	MRS. J. ADILAKSHMI, DAU	GHTER OF MR. S. RAMA	KOTESWARA RAO
REFERENCE: AREA: 29.8	SCALE: 33 SQ. YDS. OR	INCL: , SQ. MTRS. ,	EXCL:
Total Built-up Area = Out of U/S of Land =	485 sft. Ac. 4-00 Gts. 6' wide corridor		
Flat No. 308  WITNESSES:	Living/Dining 9-0*x14-0*  2-55,00 sqf.  Bed Room 9-0*x12-0*  Open to sky	Open to sky  Altahen  Storwice  Storwice	HIC Raile by Over Bridge  Nacharen X Roads  Por MODI VENTURES  Paginer
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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** 

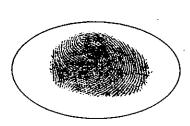
**NAME & PERMANENT** POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





### **BUILDER:**

M/S. MODI VENTURES 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:

MRS. J. ADILAKSHMI D/O. MR. S. RAMA KOTESWARA RAO R/O. 86, P & T COLONY **TIRIMULGHERRY** SECUNDERABAD - 500 015.

SIGNATURE OF WITNESSES:

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For MODI VENTURES

Partner

SIGNATURE OF EXECUTANTS

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J. J.	20.00

THE SEAL OF THE SUBSECUSTRAN CONTINUES KAPRA

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

C.S.No./Year: 002429/2008 of SRO: 1526(KAPRA)

21/08/2008 12:57:55

SIN o.	Thumb Impression	Photo	Name and Address of the Party	PartySignatu re
1		88.2008 Se 35 [1526 - 2008-340	(CL) J.ADILAKSHMI 86,P&T CLNYTIRUMALAGHERRY,SEC BAD	Ani.
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES M/S MODI VENTURES REP BY SOHAM MODI 5-4- 187/3&4,SSOHAM MANSIONM.G.ROAD,SECBAD	
3		PRESENTING	(EX) K.PRABHAKAR REDDY(GPA FOR PRESENTING DOC) 5-4-187/3&4,SSOHAM MANSIONM.G.ROAD,SECBAD	Res Des Lor

2. /-// Witness

Witness Signatures Operator Signature Subregistrar Signature

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THE SEAL OF THE SUBSECUSTRAN OF KAPRA

PERMANENT ACCOUNT NUMBER ABMPN6725H THE MAKE SCHAM SATISH MODI PUT THE MATTER'S NAME SATISH MANNAL MODI UP ROPE PLATE OF BIRTH 18-10-1969



TANTE DUPLICATE LEGICAL DESTANDED

For MODI VENTURES

Partner

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కోవి-చిలిస్తారు





Family Members Details

S.No	Name	l Dolation	Date of Birth	Age
2	Sai Vaishnavi	Daughter	30/07/94	12

DPL No. 118 Mahatma Gandhi Community Hak Tirumalgiri, Sec'bad.

HOUSEHOLD CARD

Card No F.P Shop No

:PAP167887501021

పేరు

:875 :జాపూడ.ఆదిలక్ష్మీ

Name of Head of

Household

Jupudi Adilakshmi

రండ్రి/భర్త పేరు

: లేట్ జుపూడి వి ఎస్ సుబ్బా రావు

Father/ Husband name : Late Jupudi V S Subba Rao

ಶುದ್ಧಿನತದಿ/Date of Birth :24/07/1964

వయస్సు/Age వృత్తి /Occupation

:42

:Employee-Govt.

ಇಂಟಿ.ನಂ./House No.

వీధి /Street

:TRIMULGHERRY :P&T COLONY

Colony

Ward

:=5 5/ Ward- 5

Circle

: సర్మిల్ 8 / Circle VIII

ಜಿಲ್ಲ್ /District

Annual Income (Rs.): 144,000

LPG Consumer No. (1) :22646/(Single)

LPG Dealer Name (I) : Anupama Gas Agencies, IOC LPG Consumer No. (2) :13037/Single

LPG Dealer Name (2) : Anupama Gas Agencies, IOC

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## WITNESSES NO. 1

## **Customer Relations Division**





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature : Valid upto : 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address;

5-4-187/3&4, IInd Floor,

M.G Road, Secunderabad-500003. Ph:040-66335551, 040-27544058

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Cas

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- The loss of the card must be reported to the Admin.Div./immediately

## WITNESSES NO. 2

आरकर विभाग भारत सरकार
INCOMETAXDEPARTMENT GOVT OF INDIA
GUDLA: PRADEEP KUMAR
DHANRAJ GUDLA
20/07/1984
Permenent Account Number
ALJPG7159C

हार कार्य के उन्हों जार का कारण सर्वित है। सर्वितां आध्यक्त पेन सका कार्याक्ष गर्ने पति थी पति पहला मनिका, राधीस्थ होता, कार्या किया है स्व पति एस की मार्ग, जो अर्थ प्रथम, पुरस्क न क्या 118

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Tel: v1 (22-2409 4650, Fax: 91 (22-24-5 0664), compile turnfations files in

1. J.Sr.

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