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K. SATISH K.

S.V.L. No.13/2000. R. No. 25. 2006 6-2-30. PREMAYAWAR & / (V)

R. NAGAR (M), R.R. DIST

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 31 day of May 2007 at Secunderabad by and between:

M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MS. NEELU CHAWLA, DAUGHTER OF MR. RAVI CHAWLA, aged about 26 years, Both residing at E-2, Niharika Splendour, Umanagar, 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).

For MODI VENTURES

Partner

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Certified that the stamp duty borne by this document is denoted u/s 16 of I.S. Act on the subsequent Sale deed registered as No. 25 of 200 at SR.O. Uppal and no refund of stamp duty can be claimed on this stamp.

SUB-REGISTRAR

hereby certify that the proper deficit

Stamp duty of Rs. 490 Rupees Report of this instrument

Mass been levied in respect of this instrument

on the basis of the agreed Market Value

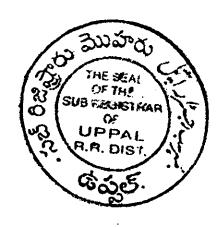
consideration of Rs. 1900 being

haigher than the consideration agreed Market

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and Collector U.S. 41&4

POLAN STAMP ACT



WHEREAS:

- A. The Buyer under a Sale Deed dated 94. 50. has purchased a semi-finished, Deluxe apartment bearing no. 314 & 315, on the third floor in block no. 'E', admeasuring 2000 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 123.01 sq. yds.
 - b. a reserved for (2 nos.) two wheeler parking space bearing no. 44 & 45 admeasuring about 30 sft.
 - c. A reserved for Car parking space bearing no. 21 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. 6351 | 97 in the office of the Sub-Registrar, Uppal. 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. 314 & 315 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 Deluxe apartment bearing no. 314 & 315 on the third floor in block no. 'E' admeasuring 2000 sft. of super built up area and a reserved parking space for (2 nos.) two wheeler bearing no. 44 & 45, admeasuring about 30 sft., and a reserved for Car parking space bearing no. 21 admeasuring about 100 sft. per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 5,09,000/- (Rupees Five Lakhs Nine Thousand Only).
- 2. The Buyer had paid to the Builder the above said consideration of Rs. 5,09,000/- (Rupees Five Lakhs Nine Thousand Only) on or before 1st April 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.

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Partner

SUB-REGISTRAR

- 4. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 314 & 315 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 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.
- 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.

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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 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_tVENTURES

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Certified that the stamp duty home by this document is denoted u/s 16 of LS. Act on the subsequent Sale deed registered as No. 251 of 200 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

SUB-REGISTRAR

- 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.

For MODI VENTURES

Partner

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SUB-REGISTRAR

SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe		
			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 & Dining			Approximation of the second		
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	and the second		
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 galls	windows with grills	windows with grills		
Bathroom	Ceramic tifes 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 @Pairtings		
Kitchen platform	Granite tiles, 2/fi	Granite tiles, 2 ft	Gramite slab; 2 ft egramic		
	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 &	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:

1. Petalin

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Man Market

Partner

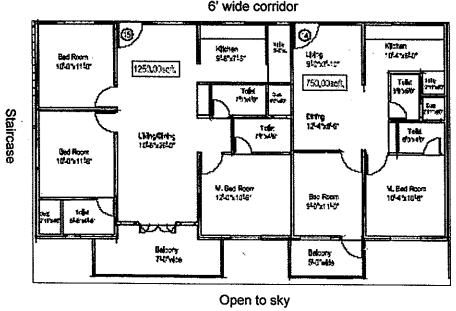
BUILDER

BUYER

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SIB-REGISTRAD

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		THE THIRD FLOOR IN GI		
IN SURVEY NOS.	93, 9	94 & 95		SITUATED AT
	MAL	LAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST
BUILDER:	M/S.	MODI VENTURES REPF	RESENTED BY ITS PARTNER	
78 .	SRI	SOHAM MODI SON OF S	SRI SATISH MODI	
BUYER:	MS.	NEELU CHAWLA, DAUG	GHTER OF MR. RAVI CHAWLA	What is
REFERENCE: AREA: 12	3.01	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Area Out of U/S of Land	= 200	0 sft.		
Out of 0/3 of Land	- AG.	-00 G(s.		N.A.
				~
		6' w	ride corridor	
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Flat No.313



WITNESSES:

1. Patati

For MODI VENTURES

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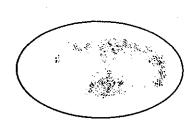
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT
IN BLACK
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PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER

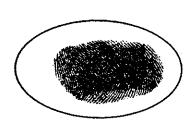




BUILDER:

M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
SECUNDERABAD – 500 003.

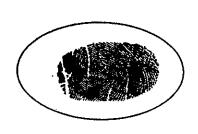
REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI





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:

MS. NEELU CHAWLA D/O. MR. RAVI CHAWLA R/O. E-2, NIHARIKA SPLENDOUR UMANAGAR BEGUMPET HYDERABAD - 500 016.

SIGNATURE OF WITNESSES:

1. Potot.

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For MQDI VENTURES

Partner SIGNATURE OF EXECUTANTS

Obstacles in the

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