

AGREEMENT FOR CONSTRUCTION

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This Agreement for Construction is made and executed on this the 21 day of August 2008 at Segunderabad by and between:

M/3. 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

DR RAMA RAO MUNUGANTI, SON OF LATE SHRI M. V. L. NARASIMHA RAO, aged about 53 years, residing at 86, P & T Colony, Tirimalgherry, 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

Page -1-

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ాపించినది	K. Prabhakar Reddy, S/o. K. Padma Reddy, Occupation 10). 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. Secunderabad-03, through attested GPA/SPA for pre-of-documents, Vide GPA/SPA No. 120/Gladed 29. 4.06 registerer at SRO, Up Ranga Reddy District.	.G. Road, sentation		· · · · · · · · · · · · · · · · · · ·
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WHEREAS

- A. The Buyer under a Sale Deed dated 21.08.08 has purchased a deluxe apartment bearing no. 410, on the fourth 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. 55 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. 2244/08 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. 410 on fourth 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. 410 on the fourth 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. 55, 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 VENTURE

Partner

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MARKET VALUE Rs: 283	000/	THE TREETS
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·	Total Rs. 3930	·
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- The Buyer has handed over the vacant and peaceful possession of the bearing no. 410 on fourth 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 30th 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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- 7. 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.
- 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. 2820=/- is paid by way of challan no. 22971, dated 24.8.08, drawn on SBH, Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 2.830/- by way of Payorder No. 142813, dated 19.8.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

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CHEDULE 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. 410 on the fourth 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. 55, 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:

North By	Open to sky & 6' wide corridor	
South By	Open to sky	
East By	Flat No. 409	
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:

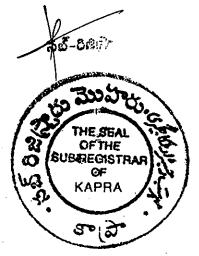
For MODI VENT

Partner

BUILDER

1. 2. 1 · //

BUYER



SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

			D.1
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	Extérior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Smooth times with OBD	Smooth finish with OBD
Flooring -	Mosaic	(Commedial)	Marble slabs
Drawing &	a en		The second second
Dining	•		
Flooring -	Mosaic	Ceramic Titles	Marble files
Bedrooms			
Door frames	Negotal Contractor Landscope	Wood (Non-teak)	Womir(Ministelle)
Doors	Modfie man doors is	Moulded main door,	All doors = moulded -
	Minestinsk doors will	others flush doors	
Electrical	Copper wiring with	Concerns and services	Copper wiring with
	standard switches	minikin kwa making m	modular switches
Windows	aRosivital connect	Powder coated	Powder coated
	zibutio ner etiding	aluminum sliding	aluminum sliding
	windows with forms	windows with grills	windows with grills
Bathroom	Comments in the contract of th	Livas erreferencia en en estado	Designer ceramic tiles
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Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Mercanalya (Creatinanies on o
Kitchen platform	Gramment test Quite a com-	Granite tiles, 2 ft	รู้ใช้เพลาและราชเลาสุดสุดเกิดเกาะการ
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	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
- Sanda-	<u> </u>	<u> </u>	<u> </u>

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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MODIVENTURES

BUILDER

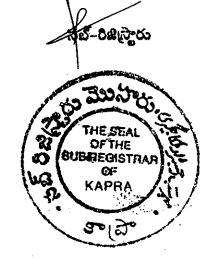
Partner

BUYER

Page -7-

THE SEAL OF THE SUBSECTION OF THE SO SUBSECONSTRAN OF KAPRA

REGISTRATION PL	AN SHOWING FLAT NO. 41	0 IN BLOCK NO. 'E'	
Maria de La Langue	ON FOURTH FLOOR IN PROJ	ECT KNOWN AS " GULM	OHAR GARDENS"
IN SURVEY NOS.	93, 94 & 95		SITUATED
	MALLAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIS
BUILDER:	M/S. MODI VENTURES REPR	ESENTED BY ITS PARTI	NER
	SRI SOHAM MODI SON OF SE	RI SATISH MODI	
BUYER:	DR. RAMA RAO MUNUGANTI	, SON OF LATE SHRI M.	V. L. NARASIMHA RAO
REFERENCE: AREA: 29	SCALE: .83 SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Area Out of U/S of Land			
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2. J. J.	2.		SIG. OF THE BUY



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

SL.NO.

FINGER PRINT
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(LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER



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
S/O. SATISH MODI

GPA FOR PRESENTING DOCUMENTS:

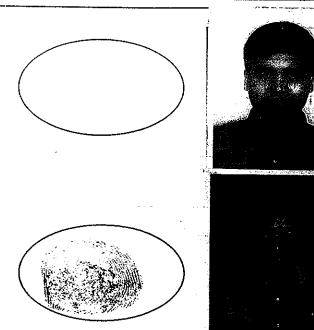
MR. K. PRABHAKAR REDDY S/O. K. PADMA REDDY (O). 5-4-187/3&4, II FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD – 500 003.

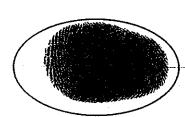
BUYER:

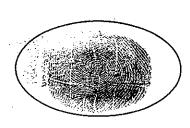
MR. RAMA RAO MUNUGANTI S/O. LATE SRI M. V. L. NARASIMHA RAO R/O. 86, P & T COLONY TIRIMALGHIRY SECUNDERABAD – 500 015.

REPRESENTATIVE:

ADIEAKSHMI JUPUDI D/O. RAMAKOTESHWARA RAO. S R/O. 86, P & T COLONY TIRIMALGHIRY SECUNDERABAD – 500 015.









SIGNATURE OF WITNESSES:

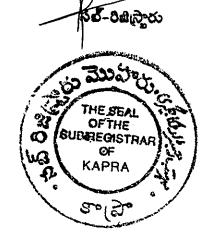
2. f. 1/2

SIGNATURE OF EXECUTANTS

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, Mrs. Adilakshmi Jupudi, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)



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

C.S.No./Year: 002426/2008 of SRO: 1526(KAPRA)

21/08/2008 12:30:09

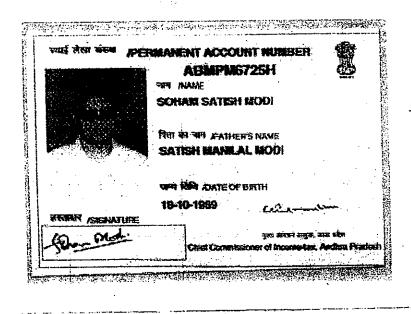
SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatu re
1	Manual Enclosure	Enclosure	(CL) RAMA RAO MUNUGANTI 86,P&T CLNYTIRUMALGHERRY,SEC BAD	
2		**************************************	(CL) ADILAKSHMI(REP FOR CLIMANT) 86,P&T CLNYTIRUMALGHERRY,SEC BAD	Bail
3	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI 5-4- 187/3&4,SOHAM MANSIONM.G.ROAD,SECBAI)
4	**************************************	H-SAUGLEMPILLING 1 2008-2	(EX) K.PRABHAKAR REDDY 5-4-187/3&4,SOHAM MANSIONM.G.ROAD,SECBA	D Besch

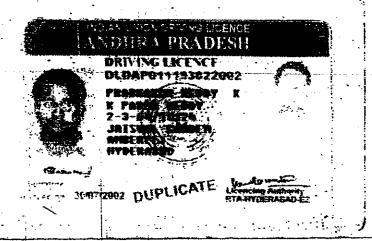
Witness Signatures Operator Signature Subregistrar Signature

21/1/2

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THE SEAL OF THE SUBRECISTRAR KAPRA

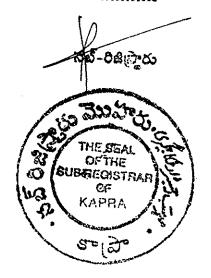




For MODI VENTURES

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बैंक ऑफ़ इंडिया

Bank of India

बाज्यी नगर माखा

Vasavi Nagar Branch

खाता सं / S/B A/c No. िराज्यका । 5 ला (केस्ट्रा)

नाम/ Name

%:4005000000

DESTRUCTION T. MISS IT AMERICA

व्यवसाय / Occupation

पता / Address (GTMsNs)

TRIMALDHERRY SECUNDIZARAD

SECIMOTRABAD

AMADIA MARESA DENTA

Pin : 500015

Montheat No.

31-01-2007

जारी करने की तारीख/Date of Issue

मुख्य प्रबंधक/**टेकि**ल

1వ పుడ్తకము 2008వ స	కం పు.23.41.చన్నిపేజులు
మొ <mark>త్తము కాగిత</mark> ముల సంఖ్య	В
ఈ కాగితపు వరున సంఖ్య	***************************************
•	र वें- विसंहित्य
	THE SEAL OF THE SEAL OF THE SEAL OF THE SUBSEGNSTRAN SEAL OF KAFRA

WITNESSES NO. 1

Relations Division





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature :

fre.

Valid upto: 30 April 2009

Issuing Authority : ---

Blood Group : O +ve

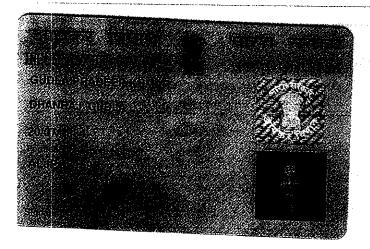
Address: 5-4-187/3&4, IInd Floor, M.G Road, Secunderabad-500003. Ph:040-68335551, 049-27544058

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

In case of Emergency Call

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

WITNESSES NO. 2



इस कार्ड के खोने / पाने पर कृपया सुवित करें / खौटाएं : आयकर पैन सेवा इकाई, एन एस डी एल पहली मंजिल, टाइम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग, लोअर परेल, मुन्बई - 400 013.

If this card is lost / someone's lost card is found.

please inform / tenum to.

Income Tay PAN Services Unit, NSDL.

Ist Floor, Tunes Tower,
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