

Purchased By

D. RAMESH

S/O D SENKARAM

HYD.

For Whom: MODI VENTURES

Officio Stamp Vendor CalG Office, Hyd

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the & 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 Partier 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

MR AJAY MOHAN KAPOOR, SON OF MR. M. M. KAPOOR, aged about 38 years, residing at 1-9-365, Adikmet, Hyderabad, hereinafter, hereinafter referred to as the "Buyer" (willch term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MOD VENTUE Partner

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- 4. 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the bearing no. 414 on fourth floor in Block 'E' to the Builder for the purposes of completion of construction of the apartment.
- 6. 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.
- 7. 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.
- 8. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st August 2008 with 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.
- 9. 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.
- 10. 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.
- 11. 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.

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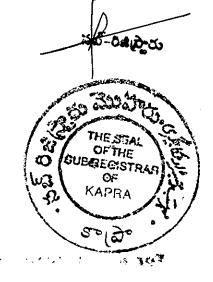
THE SEAL OF THE SUBSEGNSTRAR KAPRA

- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 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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- 18. 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.
- 19. 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.
- 21. 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.
- 22. Stamp duty and Registration amount of Rs. 5330=/- is paid by way of challan no. 2020), dated 2.8.08, drawn on SBH, Kushaiguda Branch, Hyderbad and VAT paid an amount of Rs. 4330-/- by way of Payorder No. Lyzuk, dated 05/8/08, drawn on HOFC, S.D. Road Branch, 3ec Rad

For MODI

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 semi-deluxe apartment no. 414 on the fourth floor in block no. 'E', admeasuring 750 sft. of super built up area together with proportionate undivided share of land to the extent of 46.13 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 59, 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	Flat No. 415	
South By	Flat No. 413	
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:

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Partner

BUILDER

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THE SEAL OF THE SUBREGISTRAR COF KAPRA

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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe
	1		Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement	4"/6" solid cement
Estamal mainting	A STATE OF THE PROPERTY OF THE	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 - Drawing &	Mosaic	Geramic Tiles	Marble slabs
Dining		and the second s	and the second second
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marbië tiles
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Nonsteak)
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 OP traines
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab 2 ft ceramite tiles dadlo 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

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THE SEAL OF THE OF KAPRA

REGISTRATION PL	AN SHOWING FLAT	NO. 414 IN BLOCK NO. 'E	=•
		N PROJECT KNOWN AS "	
IN SURVEY NOS.	93, 94 & 95		SITUATED
	MALLAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIS
BUILDER:	M/S. MODI VENTURES	REPRESENTED BY ITS F	
		OF SRI SATISH MODI	
BUYER:	MR. AJAY MOHAN KAI	POOR, SON OF MR. M. M.	. KAPOOR
REFERENCE: AREA: 46.1	SCALE: 3 SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Area = Out of U/S of Land =	Ac. 4-00 Gts.		
	6' wide corrid	dor	A
Flat No. 415	Living 9'-0"x7'-10" 750.00sqft. Diring 12'-4"x8'-6"	Tolet 211" xsr 211" x	Markagin Markern X Roads LOCATION MAP Markern X Roads
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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.

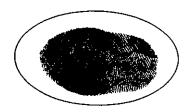
REPRESENTED BY ITS PARTNER SRI SOHAM MODI SON OF SATISH MODI





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:

MR. AJAY MOHAN KAPOOR S/O. MR. M. M. KAPOOR R/O. 1-9-365 ADIKMET HYDERABAD.

SIGNATURE OF WITNESSES:

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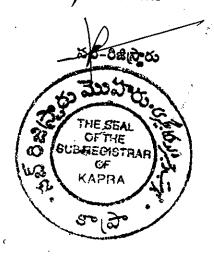
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FOR MODI VENTURES

Partner

SIGNATURE OF EXECUTANTS

April



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

C.S.No./Year: 002337/2008 of SRO: 1526(KAPRA)

08/08/2008 13:28:22

SiNo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur e
1			(CL) AIAY MOHAN KAPOOR 1-9- 365,ADIKMETHYD	
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	PROCESSION	PARELIKA PUDINCIMATOR TO PRESENTING	(EX) K.PRABHAKAR REDDY(GPA FOR PRESENTING DOC.)	Beargard

Witness Wee Op Signatures Wee Sig Subregistrar Signature

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कुछ झस्त्रम समुक्त, क्रास भंका

Chief Commissioner of Incurse-tax, Andiera Pradesh

AND THE APPRAISE SERVICE.

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- 30-10-12003 DUPLICATE

Licencing Authorn; STA-HYDERASAD-E

For MODI VENTURES

Partner

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4/2 ... Signature of the Owner 93/03/2004

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THE SEAL OF THE BUBGGEGISTRAN Ø₽. KAPRA

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