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28-97-2008 serial No :

Denomination:

Purchased By D. HAMESH

Date

S/OD. SENKARAM

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For Whom:

MODI VENTURES

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

362004

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 21 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 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

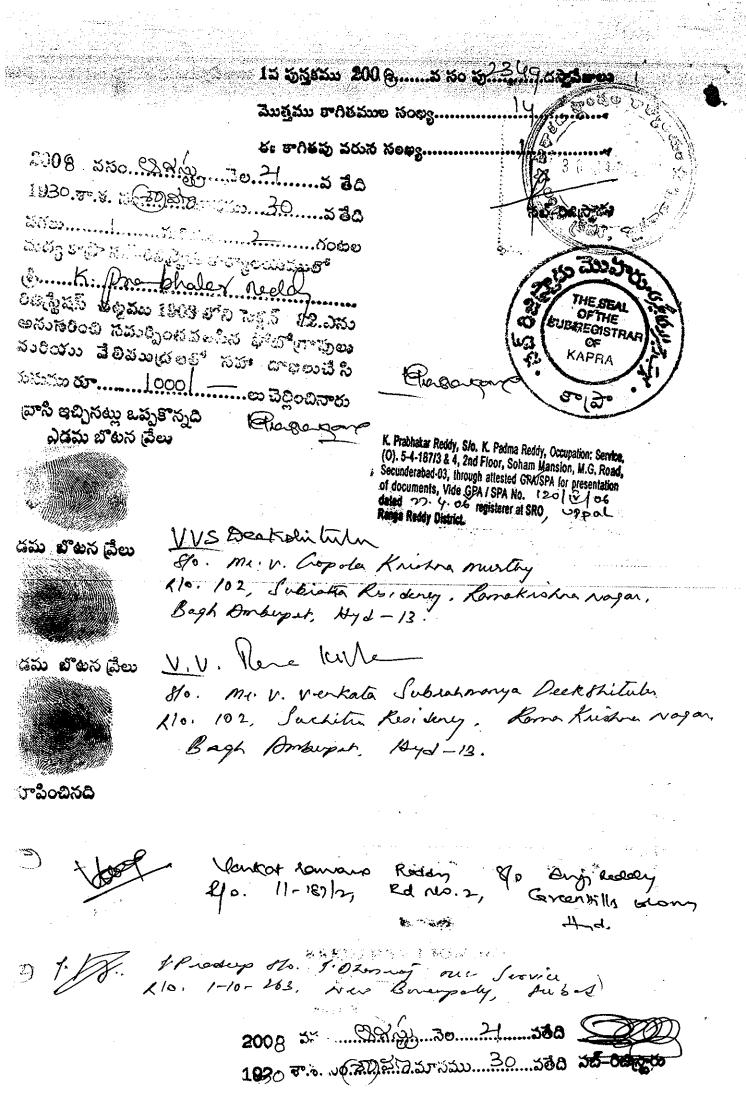
NR. V. VENKATA SUBRAHAMANYA DEEKSHITULU, SON OF MR. V. GOPALA KRISHNA MURTY, aged about 61 years,

2. MR. V. VENKATA RAMA KRISHNA, SON OF MR. V. VENKATA SUBRAHAMANYA DEEKSHITULU, aged about 32 years, both are residing at 102, Suchitra Residency, Ramkrishna Nagar, Bagh Amberpet, Hyderabad - 13, 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 VENTU

V.V. Rea Page 1.

TUNING.



WHEREAS:

- A. The Buyer under a Sale Deed dated 21.08.2008 has purchased a semi-finished, semi-deluxe apartment bearing no. 505, on the fifth floor in block no. E, admeasuring 1300 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:
 - a. Proportionate undivided share of land to the extent of 79.95 sq. yds.
 - b. A reserved two wheeler parking bearing no. 65 admeasuring 15 sft.
 - c. A reserved car parking bearing no. 37 admeasuring 100 sft.

This Sale Deed is registered as document no. 2348 of in the office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into a 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. 505 on fifth 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:

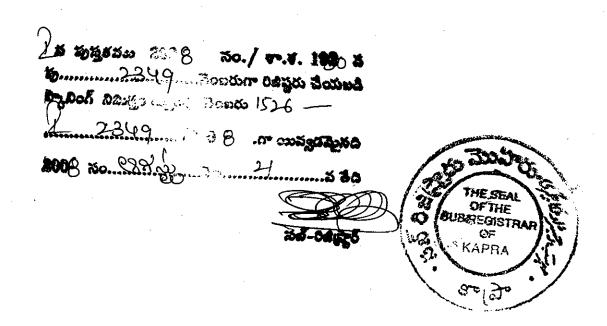
- 1. The Builder shall complete the construction for the Buyer a semi-finished semi-deluxe apartment bearing no. 505 on the fifth floor in block no. 'E' admeasuring 1300 sft. of super built up area together with undivided share in the scheduled land to the extent of 79.95 sq. yds. and a reserved parking space for two wheeler and car bearing nos. 65 & 37, admeasuring about 15 and 100 sft. respectively, as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,65,000/- (Rupees Ten Lakhs Sixty Five Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 10,65,000/- (Rupees Ten Lakhs Sixty Five Thousand Only) before entering into this Agreement and the Builder admitted and acknowledged the receipt for said consideration.

For MODI VENTURES

Partner

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| 2. In the shape of cash | Rs. |
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| SUB REGISTRAR | J |
| KAPRA | |



- 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 bearing no. 505 on fifth 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 15th September 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.
- 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.

FOI MODI VENTURES

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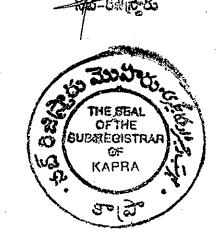


- 11. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 12. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the 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 VENTURES

Partner

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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.
- 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.
- 21. Stamp duty and Registration amount of Rs. 11, 650=/- is paid by way of challan no. 752969, dated 21.8-06, drawn on SBH, Kushaiguda Branch, Hyderbad and VAT paid an amount of Rs. 10, 650=/- by way of Payorder No. 142703, dated 14-8.2008, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

FOI 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 semi-deluxe apartment no. 505 on the fifth 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. 65 & 37, 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. 504 |
|----------|--------------------------------|
| South By | Flat No. 506 |
| East By | Open to sky |
| West By | Open to sky & 6' wide corridor |
| | |

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.

2. f. J&C

FOLMODI VENTURES

Partner

BUILDER

V.V. Rea When

BUYER





SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

| Item | Item Standard Apartment Semi-delux | | ent 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 - Drawing & Dining | Mosaic | Ceramic Tiles | Marble slabs | |
| Flooring - | Mosaic | | er i militari e mentri denember erretakken denga denga denga beraka yang dengan denga Dengan dengan | |
| 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 peramio 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

1.

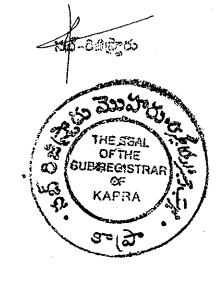
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APDI VENTURES

BUILDER

V.V. Deckolitula

BUYER



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| | ON FIFTH FLOOR IN PROJE | CT KNOWN AS "GULMO | HAR GARDENS" |
| IN SURVEY NOS. | 93, 94 & 95 | | SITUATED AT |
| | MALLAPUR VILLAGE, | UPPAL | MANDAL, R.R. DIST. |
| BUILDER: | M/S. MODI VENTURES REPI | RESENTED BY ITS PART | TNER |
| | SRI SOHAM MODI SON OF S | SRI SATISH MODI | |
| BUYER: 1. MI | R. V. VENKATA SUBRAH MAN | NYA DEEKSHITULU, SON | N OF MR. V. GOPALA KRISHNA MURTY |
| 2. MF | R. V. VENKATA RAMA KRISHN | A, SON OF MR. V. VENK | ATA SUBRAH MANYA DEEKSHITULU |
| REFERENCE: AREA: 79.9 | SCALE: 95 SQ. YDS. OR | INCL: SQ. MTRS. | EXCL: |
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HOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



M/S. MODI VENTURES
HAVING ITS OFFICE 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



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.

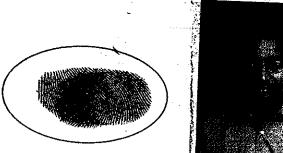
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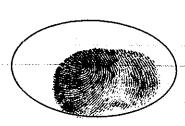
1. MR. V. VENKATA SUBRAHMANYA DEEKSHITULU S/O. MR. V. GOPALA KRISHNA MURTY R/O. 102, SUCHITRA RESIDENCY RAMAKRISHNA NAGAR BAGH AMBERPET HYDERABAD – 13.

<mark>ኤ <u>BUYER</u> :</mark>

2. MR. VEMPATI VENKATA RAMA KRISHNA S/O. V. VENKATA SUBRAHMANYA DEEKSHITULU R/O. 102, SUCHITRA RESIDENCY RAMAKRISHNA NAGAR BAGH AMBERPET HYDERABAD – 13.











GNATURE OF WITNESSES:

FOR MODI VENTURES

SIGNATURE OF EXE**CUTANTS**

IOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, ub-Registrar of Assurances, Kapra, Ranga Reddy District.

VVS Deckshityh V,V. Pec lulle SIGNATURE(S) OF BUYER(S)

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|------------------------|---------|
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THE SEAL OF THE SUBSECUSTRAR COF KAPRA

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

C.S.No./Year: 2424/2008 of SRO: 1526(KAPRA)

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| 4 | | HOLDER FOR PERSENTING DOC | (EX) K.PRABHAKAR REDDY(GPA HOLDER FOR PRESENTING DOC) 5-4- 187/3&4,SOHAM MANSIONM.G.ROAD,SECB AD | @ page seg | |

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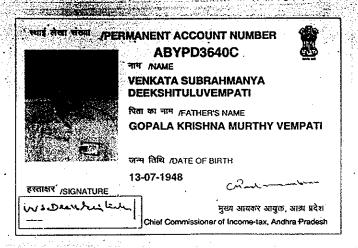
Witness

Signatures

Operator Signature Subregistrar Signature





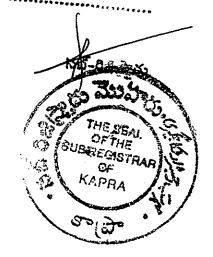


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the issuing authority:
Commissioner of Income-tax, Aayakar Bharan, Daba Gardens, Visakbapatnam - 530 020,

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TITI NAME
VENKATA RAMA KRISHNA VEMPATI

पिता का नाम /FATHER'S NAME VENKATA DEEKSHITULU VEMPATI

जन्म तिथि /DATE OF BIRTH

28-05-1976

ETTINY ISIGNATU

gray

W. V. Para Mil

मुख्य आयक्त बायुक्त, आस्य प्रदेश

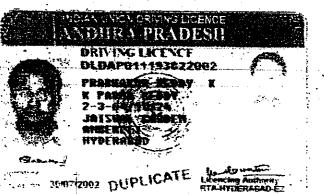
Chief Commissioner of Income-tax, Andhra Pradesh

V.V. Red John

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने बाले प्राधिकारी को सूचित / दापस कर दें मुख्य आयकर आयुक्त, आयकर भवन, बशीर बाग, हैदराबाद - 500 004.

In case this card is lost/found, kindly inform/return to the issuing authority:

Chief Commissioner of Income-tax, Aayakar Bhavan, Basheerbagh, Hyderabad - 500 004. CHEC Commissioner of Incompetat, Andrea Practical

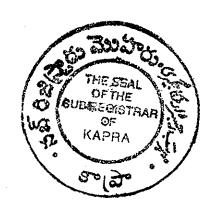


For MODI VENTURES

Partner

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| రం కాగికపు వరున సంఇ్య | |

ම්-ට්සැලික විසැලික



WITNESSES NO. 1

INVESTMENTS PVT. LTD.



Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature : VIII-

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address:

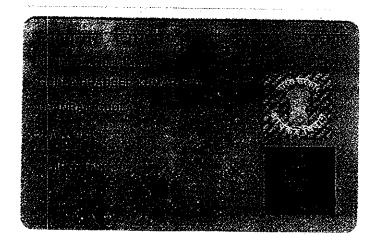
5-4-187/3&4, lind Floor,

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 Call

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



इस कार्ड के खोने / पाने पर कृपया सृवित करें / वौटाएं : आयकर पैन सेवा इकाई, एन एस डी एल पहली मंजिल, टाईन्स टॉक्र, कमला मिल्स कम्पाउंड, एस. बी. मार्ग. लोअर परेल, मुम्बई - 400 013.

If this card is lost /someone's lost card is found, please inform/return to: Income Tax PAN Services Unit, NSDL. Income Tax PAN Services Unit, NSDL.
1st Floor, Times Tower,
2st Floor, Times T

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