



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

AD 011171

25/116 22/10/2009
100
S/o. Mr. Ramesh
Narsing Rao
Modi Ventures

K. SHANTHAS
S.No. 25/09, S.No. 11/2009
CITY CIVIL COURT
SECUNDERABAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 13th day of November 2009 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 39 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

1. MR. K. MADHAVA RAO, SON OF MR. K. RAMA KRISHNA RAO aged about 32 years, Occupation: Service
2. MRS. K. SUDHA MADHAV, WIFE OF MR. K. MADHAVA RAO aged about 26 years, Occupation: Housewife, both are residing at 4-9-136, Street No. 5, HMT Nagar, Nacharam, Hyderabad - 500 076, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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For MODI VENTURES

Partner

W. S. K. Sudha

WHEREAS:

A. The Buyer under a Sale Deed dated 13.11.2009 has purchased a deluxe semi-finished, apartment bearing flat no. 203, on the Second floor in block no. 'G', admeasuring 975 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 39.00 sq. yds.
- b. A reserved parking space for single car on the stilt floor admeasuring about 100 sft.

This Sale Deed is registered as document no. 3297/09 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 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 deluxe apartment bearing no. 205 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 flat no. 203 on the second floor in block no. 'G' admeasuring 975 sft. of super built up area and undivided share of land to the extent of 39.00 sq. yds. A reserved parking space for single car on the stilt floor admeasuring about 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 7,39,000/- (Rupees Seven Lakhs Thirty Nine Thousand Only).
2. The Buyer shall pay to the Builder the consideration of Rs. 7,89,000/- in the following manner:

S. No.	Amount	Due date of payment
1	1,89,000/-	10.11.2009
2	4,00,000/-	On completion of flooring, doors, windows, bathroom tiles & 1 st Coat of Paint
3	2,00,000/-	On Completion

For MODI VENTURES

Partner

 K. Sudha

3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 3 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour 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.
6. The Buyer has handed over the vacant and peaceful possession of the semi-finished deluxe apartment bearing no. 203 on second floor in Block no. 'G' to the Builder for the purposes of completion of construction of the apartment.
7. 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.
8. 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.
9. The Builder shall complete the construction of the Apartment and handover possession of the same by 1st April 2011 with a further grace period of 6 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.

FOR MODI VENTURES



Partner

 K. Sutha

10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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 leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
17. 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.

For MODI VENTURES

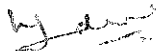

Partner

 K. Sudha

18. 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.
19. 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.
20. 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.
21. 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.
22. 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 MOUDI VENTURES

Partner

 K. Sudha

SCHEDULE 'A'
SCHEDULE OF LAND

ALL THAT PIECE OF LAND admeasuring Ac. 1-08 Gts., forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	Neighbors land
East By	Shakti Sai Nagar Colony
West By	Land belonging to Firm and Vendor - Schedule A Land

SCHEDULE 'C'

SCHEDULE OF APARTMENT

All that portion forming deluxe apartment bearing flat no. 203 on the second floor, in block no. 'G', admeasuring 975 sft. of super built up area together with proportionate undivided share of land to the extent of 39.00 sq. yds. and a reserved parking space for Single car on the stilt floor admeasuring about 100 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
South By	Open to sky
East By	6'-6" wide corridor
West By	Open to sky

WITNESSES:

- 1.
- 2.

FOR MOHENTURES



Partner
BUILDER

BUYER



K. Susha

SPECIFICATION OF CONSTRUCTION

Item	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Vitrified Tiles
Door frames	Wood (non-teak)	Wood (non-teak)
Doors	Moulded main door, others flush doors	All doors—moulded
Electrical	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
Bathroom	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make
CP fittings	Branded CP Fittings	Branded CP Fittings
Kitchen platform	Granite Slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes

Note:

1. Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Changes to external appearance and colour shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.
8. Specifications / plans subject to change without prior notice.

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:

- 1.
- 2.

FOR MODERN VENTURES



Partner
BUILDER

K. Sushma
BUYER



REGISTRATION PLAN SHOWING FLAT NO. 203 IN BLOCK NO. 'G'

ON SECOND FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"

IN SURVEY NOS. 93, 94 & 95 **SITUATED AT**

MALLAPUR VILLAGE, UPPAL **MANDAL, R.R. DIST.**

BUILDER: M/S. MODI VENTURES REPRESENTED BY ITS MANAGING PARTNER

SRI SOHAM MODI SON OF SRI SATISH MODI

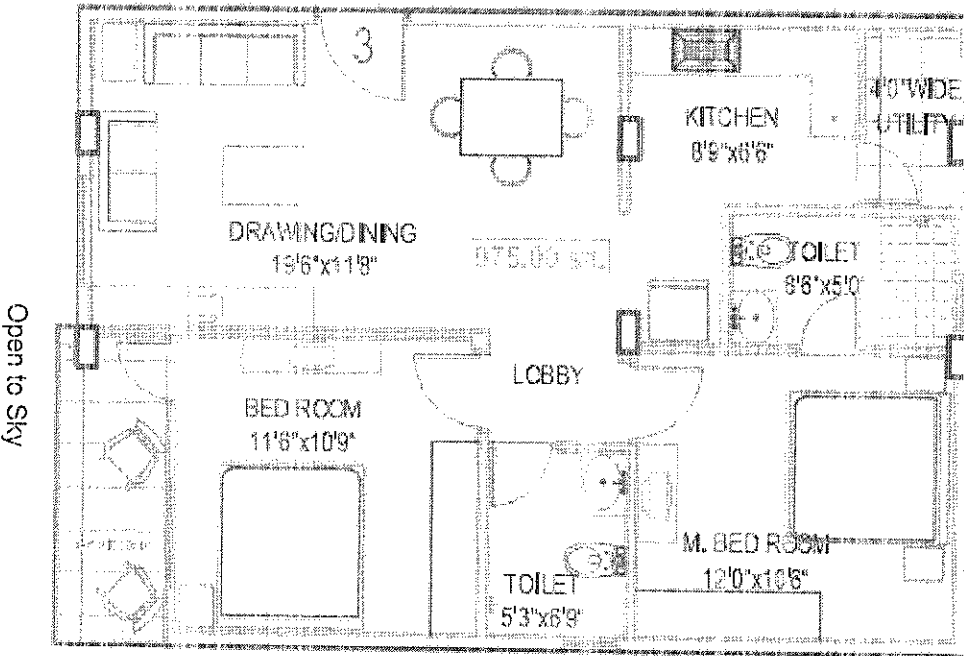
BUYER: 1. MR. K. MADHAVA RAO, SON OF MR. K. RAMA KRISHNA RAO

2. MRS. K. SUDHA MADHAV, WIFE OF MR. K. MADHAVA RAO

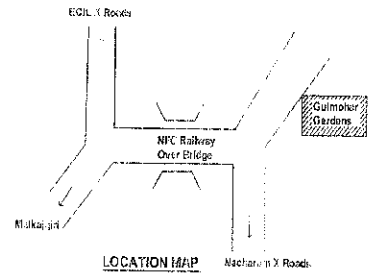
REFERENCE: **SCALE:** **INCL:** **EXCL:**
AREA: 39.00 **SQ. YDS. OR** **SQ. MTRS.**

Total Built-up Area = 975 sft.
Out of U/S of Land = Ac. 4-00 Gts.

6'-6" Wide Corridor



Open to Sky



Open to Sky

WITNESSES:

1.

2.

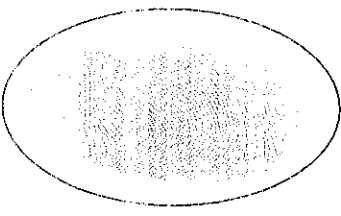
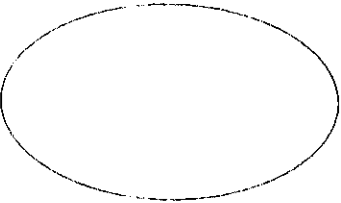
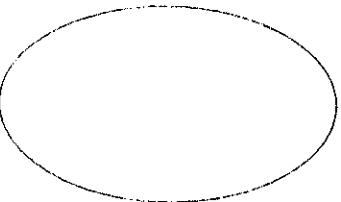
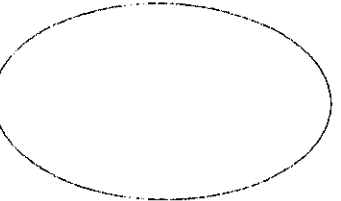
FOR MODI VENTURES

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

**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
		PHOTO BLACK & WHITE	BUILDER: M/S. MODI VENTURES HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003. REP. BY ITS MANAGING PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI
		PHOTO BLACK & WHITE	GPA FOR PRESENTING DOCUMENTS: <u>VIDE GPA NO. 120/BK/IV/2006, Dt. 27.04.2006</u> SRI. K. PRABHAKAR REDDY S/O. SRI. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.
		PHOTO BLACK & WHITE	BUYERS: 1. MR. K. MADHAVA RAO S/O. MR. K. RAMA KRISHNA RAO R/O. 4-9-136 STREET NO. 5 HMT NAGAR, NACHARAM HYDERABAD - 500 076
		PHOTO BLACK & WHITE	2. MRS. K. SUDHA MADHAV W/O. MR. K. MADHAVA RAO R/O. 4-9-136 STREET NO. 5 HMT NAGAR, NACHARAM HYDERABAD - 500 076

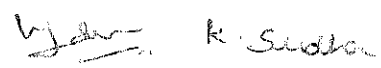
SIGNATURE OF WITNESSES:

- 1.
- 2.

For MODI VENTURES



Partner
SIGNATURE OF EXECUTANTS



SIGNATURE(S) OF BUYER(S)

నెం.

శ్రీమతి / శ్రీ 1953 Saham Madri

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది, Rayan

దస్తావేజు వ్యభావము	Sale	Net Rs	7390/52174/2-11-09	
దస్తావేజు విలువ	1345000	Net Rs	134500/52174/2-11-09	
స్టాంపు విలువ రూ.	100			
దస్తావేజు వెంటరు	3297/29			
రిజిస్ట్రేషన్ రుసుము	6725			
లోటు స్టాంపు(D.S.D.)				50/-
GHMC (T.D.)				
యాజర్ ఛార్జీలు	100			
అదనపు షీట్లు				
5 x T. 22	26900			
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మొత్తం	33725			

RETURNED

CR. 100 536817
2-11-09

(అక్షరాల) AYL

తేది 13-11-09

నావసు తేది _____

రూపాయలు మాత్రమే)
[Signature]
హెడ్-డివిజన్
ఆంధ్ర ప్రదేశ్

If Document is not claimed within 10 days from the date of Registration, sale custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.