Doct. 40. 57/204

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S.No. 13909 Date: 27-07-2019

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S/o. Late NARSING RAO

For: KADAKIA & MODI HOUSING

Cont. F. J. S. R. S. D.

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No 16-05-059.2012 R No 16-05 C26-0618

Plot No. 227, Opp Back Gate of City City Court

West Marredpaliy, Section Mubilip Rough younger

## AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 4th day of January 2021 at S.R.O. Shamirpet, Medchal-Malkajgiri District by and between:

M/s. KADAKIA & MODI HOUSING {Pan No. AAHFK8714A}, 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 Partner M/s. Modi Properties Pvt. Ltd. (Formerly known as M/s. Modi Properties & Investments Pvt. Ltd.) a company incorporated under the Companies Act, 1956 and having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad represented by its Managing Director, Mr. Soham Modi, S/o. Late Satish Modi, aged about 50 years. Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Developer.

#### <u>AND</u>

Mr. Ganga Reddy Sangepu, Son of Mr. Malla Reddy Sangepu, aged about 50 years, Occupation Service-Information Technology residing at Flat No. J-306, Aparna Cyber Commune, Nallagandla, Hyderabad – 500 019, hereinafter referred to as the 'Purchaser'

The term Developer and Purchaser shall mean and include wherever the context may so require its a successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

FOR KADALIA & MODE HELDENG

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Wherever the Developer / Purchaser is a female or groups of persons, the expressions (He, Him, Houself, His) occurring in this agreement in relation to the Purchaser shall be read and construct as (She, Her, Herself or They, It). These expressions shall also be modified and read suitably wherever the Developer Purchaser is a Firm, Joint Stock Company or any Corporate Body.

## 1. DETAILS OF PLOT PURCHASED

- 1.1. The Purchaser has purchased a plot of land in the Housing Project known as Bloomdale situated at Survey No. 1139, Shamirpet Village, Shamirpet Mandal, Medchal-Malkaigiri District from the Developer and the details of which are given in Annexure A (hereinatter referred to as the Scheduled Plot).
- 1.2. The Developer has agreed to sell the Scheduled Plot to the Purchaser on the condition that the Purchaser shall enter into an Agreement for Construction with the Developer for construction of a villa/house on the Scheduled Plot.
- 1.3 Accordingly the Purchaser had agreed to enter into this Agreement for Construction.

## 2. DETAIL OF THE VILLA BEING CONSTRUCTED:

- 2.1. The Developer has agreed to construct a villa on the Scheduled Plot as per the details given herein and the Scheduled Plot of land along with the villa constructed thereon shall be referred to as Said Villa.
- 2.2. The plan of the Said Villa to be constructed shall be as per the Annexure B attached herein and the specifications shall be as per Annexure C attached herein, with such modifications and afterarious as may be required or are deemed necessary by the Developer from time to time.
- 2.3. The Developer has provided plans of the Said Villa to the Purchaser along with details of carpet area and built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Said Villa. The consideration mentioned between the lump sum amount for the Said Villa. The Purchaser confirms that he shall not raise any objections on this count.

## 3. CONSIDERATION FOR CONSTRUCTION:

- 3.1. The Purchaser agrees to pay the Developer the consideration detailed in Annexure A for construction of the Said Villa and the payment shall be made in installments as detailed in Annexure A.
- 3.2. The stamp duty, registration charges and other expenses related to the execution and registration of the agreement for construction shall be borne by the Purchaser only and such costs do not form pair of the agreed consideration mentioned in Annexure A. The Purchaser shall pay stamp duty and or registration charges as required for execution of this Agreement for Construction. In case the Purchaser fails to pay such stamp duty and/or registration charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

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- 3.3. It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the construction of the Scheduled Plot. Such charges shall not form a part of the consideration mentioned in Annexure A. In case the Purchaser of the Purchaser and shall be recoverable as dues from the Purchaser.
- 3.4. That the Developer has agreed to construct the Said Villa as per plan and specifications given in Annexure B and Annexure C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 3.5. Interest on delayed payment, if any, shall be paid over and above the agreed consideration.
- 4. COMPLETION OF CONSTRUCTION:
- 4.1 The Developer agrees to deliver the Said Villa completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 6½ per sft per month, being the average expected rent for the Schedule Villa. The Purchaser shall be entitled to such a compensation for delay in completion, if and only if, the Purchaser has paid the entire consideration to the Developer The Purchaser agrees to limit their claims for delay in completion to the said amount.
- 4.2 The Developer shall not be responsible for delay in completion in case of delay in payment by the Purchaser. In case of delay in payment of installments by the Purchaser to the Developer, then the delay in payment in no. of days for each installment the payment has been delayed shall be added to the date of completion mentioned in Annexure A.
- 4.3 That upon completion of construction of the Said Villa the Developer—shall intimate to the Purchaser the same at his last known address and the Purchaser shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Developer shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Developer of the Purchaser.

  The Developer shall be entitled to recover such dues, it any, from the Purchaser.
- That from the intimation as to possession or completion of the Said Villa or date of receipt of possession of the villa, whichever is earlier the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Said Villa including municipal taxes, water and electricity charges either assessed charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies of any other concerned body or authority, etc. The Developer shall be entitled to recover such dues, if any from the Purchaser.
- 4.5 The Housing Project is proposed to be completed in phases and the schedule date of completion of the entire Housing Project may not have been specified. The Developer proposes to complete the Said Villa as given above along with the basic common amenities and utility services. The Purchaser shall not raise any objection to the non-completion or delay in completion of other villas as long as the Purchaser is able to enjoy possession of the Said Villa without any reasonable let or hindrance.

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4.6 The Developer at his discretion may withhold the final finishing works like last coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Purchaser confirms his readiness to take possession of the Schedule Villa. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, it is agreed that the final finishing works shall be withheld to ensure that the completed villa is handed over to the Purchaser in a brand new condition.

#### POSSESSION OF VILLA;

- 5.1 That the Purchaser shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the villa before it is fully constructed and possession delivered unless he has made talk payment of consideration along with other charges such as electricity, water, monthly maintenance, corpus fund, taxes, interest, etc., under and strictly according to this agreement
- 5.2 The Purchaser shall be entitled to take possession of the Schedule Villa only on receipt of 'Letter of Possession' from the Developer. Any claim to possession made by the Purchaser without obtaining the Letter of Possession shall be deemed to be trespassing and the Developer shall have a right as take legal action (both civil and criminal) for recovery of possession till such time all thes are paid
- At the request of the Purchaser the Developer may give license to the Purchaser to enter the validation being purchased by him for the purposes of installation of furniture and fixtures or for purposes like housewarming, before the Purchaser has paid the entire consideration and other charges to the Developer. The Purchaser shall not be entitled to claim possession of the Said Villa till such time all dues are cleared and such a license given by the Developer to enter the Said Villa cannot be construed as handing over of possession by the Developer to the Purchaser. Any claim to possession made by the Purchaser before clearing all the dues shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

#### 6. FORCE MAJEURE:

That in event of any delay in the completion of the construction of the Said Villa and delivery of possession of the said villa by reason of non-availability of essential inputs like coment steeless of by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty insting from any Government ordinances, legislation or notification by the Government or local anthonise etc., or by way of any order of a court, tribunal, statutory authorities, etc., the Developer shall not be held responsible. The Purchaser shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed

#### 7. OTHER TERMS:

7.1 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.

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## ANNEXURE- A

	T - T-							
	(Sames of Purchaser)	Mr. Ganaa Partiture						
	Purchaser's permanent residential address:	Mr. Ganga Reddy Sangepu R/o. Flat No. J-306, Aparna Cyber Commune, Nallagandla, Hyderabad 500 019.						
3	favour of Purchaser	Document no. 56 of 2021 dated 51, or 2021						
4	1210	S.R.O. Shamirpet, Medehal-Malkajgiri District  A-Duplex						
5	4	Ground + First Floor						
6	a contoning	3 bedrooms						
. 7	Serging of part Allia	The state of the s						
·	a. Villa no.:	06						
	b. Plot area:	178 Sq. yds.						
-	c. Built-up area :	1940 Sn.						
8	d. Carpet area Total consideration:	1686 Sft.						
9.	Details of advance paid:	Rs23,00,000/-(Rupees Twenty Three Lakhs Only)						
1(	Rs. 23,00,000/-(Rupees Twenty Three Lakhs Only) already received which is admitted and schowledged by the developer.  Scheduled date of completion: 30,03,2021							
11	11 Description of the Scheduled Villa:							
· · · · · · · · · · · · · · · · · · ·	All that piece and parcel of land bearing plot no. 6, admeasuring about 178 sq. yds, along with villa constructed thereon having built up area 1940 sft. in the housing project named a "Bloomdale" forming a part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medehal Malkajgiri District (formerly known as Ranga Reddy District) and bounded by							
	North by: Plot No. 7	North by: Plot No. 7						
	South by: Plot No. 5							
East by: Neighbour's land								
! 	West by: 30' wide road							
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Partner

DEVELOPER

PURCHASER

## ANNEXURE-B

Plan of the Said Villa:





For KAEZING A HOUSING

Partner

DEVELOPER

PURCHASER

#### Specifications of Said Villa:

ltem	Charles and the same and the sa					
Structure	RCC Specifications					
Walls	4"/6" solid cement blocks					
1 xternal painting	Exterior emulsion					
Internal painting	Smooth finish with OBD					
Flooring	Choice of vitrified tiles or Marble in all rooms					
Door frames	Teak wood					
Doors	Panel doors with branded hardware					
Electrical	Copper wiring with modular switches					
Windows	Powder coated aluminum open-able windows with grills					
Sanitary	Parryware / Hindware or similar make					
← P fittings	Branded ceramic disk quarter turn (* P fittings					
Staircase railing	MS railing within wooden banister					
Kitchen platform	Granite slab, 2 ft dado & SS sink					
Plumbing	Gl & PVC pipes. Pressure hooster pump for first floor bathrooms. Provision for solar heater.					
Bathrooms	7' dado with designer tiles & bathtub in master bedroom.					
Water supply	24 hr water supply through community tank with 2,000 its, individual overhead tank in each villa. Separate drinking water connection in kitchen.					
Note:	With the second of the second					

- Choice of 2 colours for interior painting. Western 'Anglo-Indian W C and 2 or 3 combinations of bathroom
- Changes to external appearance and color shall not be permitted.
- Fixing of grills to the main door or balcomes 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. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Developer and subject to change from time to mime without prior notice.
- The additions and alterations that may be permitted within the Said Villa shall be at the sole discretion of the Developer and the Purchaser shall not raise any objections on this count
- 10. The Purchaser shall be given an opportunity to visit the site for providing details like choice of colour of walls. bathroom tiles, etc. The Purchaser at his discretion may provide material like floor tiles, bathroom tiles, sanitary fitting. CP fitting, electrical switches, etc., to be installed in place of the material provided by the Developer. The Developer agrees to refund the cost of not providing the said materials to the Purchaser. The Purchaser shall record the additions and alterations that he wishes to make at site and such a record shall be jointly signed by the Purchaser and the Developer's engineer. The additions and alterations shall be carried out strictly as per the recorded alterations. The Purchaser will deliver such material, if any, to the site at its cost by the agreed date. Any delay in completion of the Said Villa for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the villa

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DEVELOPER

PURCHASER

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

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## DEVELOPER:

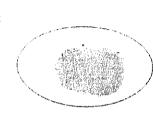
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SPA FOR PRESENTING DOCUMENTS VIDE SPA NO. 65/BK-IV/2019, Dt 22:06:2019, REGD. AT SRO, SECUNDERABAD:

MR K. PRABHAKAR REDDY S/O MR K. PADMA REDDY R/O 5-4-187/3 & 4, 2<sup>52</sup> FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD





#### PURCHASER:

MR GANGA REDDY SANGEPU S/O MR MALLA REDDY SANGEPU R/O FLAT NO J-306 APARNA CYBER COMMUNE NALLAGANDLA HYDERABAD - 500 019

SIGNATURE OF WITNESSES

G. Kung

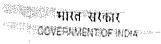
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SIGNATURE OF THE DEVELOPING

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SIGNATURE OF THE PURCHASER





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#### Government of India

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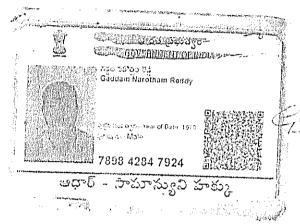
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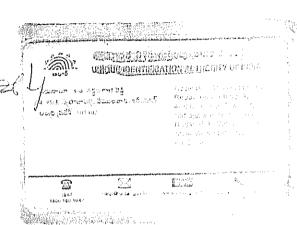
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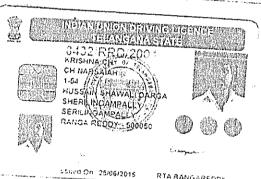
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01:07-1976

Non Transport

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#### Presentation Endorsement:

Presented in the Office of the Sun Registrar. Shamirpet ulong with the Photographs & Hauen impresses a congruing Section 32-A of Registration Act, 1908 and fee of Rs. 115(0). Paid between the legistration on the O4th day of JAN 2021 by Sti Soham Mode.

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Thumb Impression Photo Address Ċί

Signathing the second - Implegalen GANGA REDDY SANGEPH SO MALLA REDDY S FINE SHE APPRIANCE YOUR COMMONE WALL AND ANALYSIS AND A PROPERTY OF THE ACCOMMOND TO THE AC JUL 7019

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K PRABHAKAR REDDY[R]M/S KADAKIA & MODI HOUSING REP B/ SOHAM MODI LATE SATISH MODI

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Identified by Witness: SI No Thumb Impression

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Sheet 1 of 10

Bk - 1, CS No 48/2021 & Doct No 57/2021 Sheet 1 of 10 S







04th day of January,2021

SINo Audhaar Details Aadhaar No. XXXXXXXXX9204 Name, Kandi Prabhakar Reddy E-KYC Details as received from UIDAI: Address:

Amberpet Hyderatiad, Telangana, 500013

Aadhaar No: XXXXXXXXX4841 Name: Ganga Reddy Sangepu

C/O Malla Redity Lingampalli K.v. Rangarieddy Telangang fybelty

Person





Endorsement: Stamp Duty, Tranter Duty, Registration Fee and User Charges are collected as below to respect of this Instrument

Description of	In the Form of						
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Transfer Duty	NA	6)	6	()	44		
Reg. Fee	NA	(i)	11506	1)		4	
User Charges	MA	ú	1(if)	0	1		
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Online Payment Details Received from SBI e-P

Online Payment Details Received from SBI e-P

11. AMOUNT PAID IRS 23000-- DATE 02-JAN-21. BANK NAME VESB BRANCH NAME BADE OFFICE VIOLENTIAL OFFICE VIOLENTIAL PROPERTY OF THE PAYMENT MODE NB-1001138 ATRN 9567291575932 HEMILTER NAME & ORDER OFFICE VIOLENTIAL PROPERTY OF THE PAYMENT NAME KADAKIA AND MODE HOUSING CLAIMANT NAME ME CATIGA KILL VIOLENTIAL PROPERTY OF THE PAYMENT OF THE

04th day of January,2021

Certificate of Registration

Registered as document no. 57 of 2021 of Book-1 and assigned the identification conduct 1. 151. Co. Avg. 10. Scanning on 04-JAN-21

Registering Official

Shamirpet

Shamiguit

Sheet 2 of 10 Sub Registra Bk - 1, CS No 48/2021 & Doct No 57/2021. Sheet 2 of 10 S





Bk - 1, CS No 48/2021 & Doct No 57/2021 Sheet 3 of 10 Sub Registrar Shamirpet

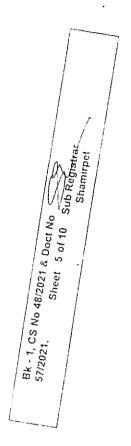




Bk-1, CS No 48/2021 & Doct No Sub Registrar 57/2021









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Bk · 1, CS No 48/2021 & Doct No S7/2021. Sheet 7 of 10 Sub Registrat. Shamirpet





Bk - 1, CS No 48/2021 & Doct No 55/2021. Sheet 8 of 10 Sub Registration Shamirpet



