

2491



తెలంగాణ తెలంగాణ TELANGANA

S.No. 13911 Date: 27-07-2019

Sold to: RAMESH

S/o. Late NARSING RAO

For: KADAKIA & MODI HOUSING

U 738309

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

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

West Marredpally, Sec'bad. Mobile: 9849355156

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 25th day of March 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 hereinafter referred to as the Developer.

AND

1. Mr. Sathyaseelan. V, Son of Mr. S. Viveganandan, aged about 39 years, Occupation: Service
2. Mrs. M. Vijayalakshmi, Wife of Mr. Sathyaseelan. V, aged about 33 years both are residing at Flat No. A-106, Matrix Majestic Apartments, Near Shaili Gardens, Yaprall, Secunderabad-500 087, hereinafter referred to as the 'Purchaser'

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

For KADAKIA & MODI HOUSING

Partner

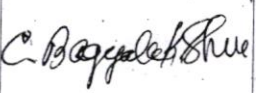
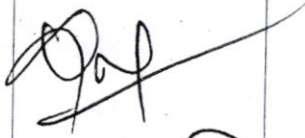
Presentation Endorsement:

Presented in the Office of the Sub Registrar, Shamirpet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 8750/- paid between the hours of 2 and 3 on the 28th day of MAR, 2021 by Sri Kadakia

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 M VIJAYALAKSHMI::28/3 [1516-1-2021-2491]	M VIJAYALAKSHMI W/O. SATHYASEELAN V FLAT NO A-106, MATRIX MAJESTIC APARTMENTS, NEAR SHAILI GARDENS, YAPRAL, SECUNDERABAD	
2	CL		 SATHYASEELAN V::28 [1516-1-2021-2491]	SATHYASEELAN V S/O. S VIVEGANANDAN FLAT NO A-106, MATRIX MAJESTIC APARTMENTS, NEAR SHAILI GARDENS, YAPRAL, SECUNDERABAD	
3	EX		 K. PRABHAKAR REDDY [1516-1-2021-2491]	K. PRABHAKAR REDDY[R]/MS KADAKIA & MODI HOUSING REP BY SOHAM MODI LATE SATISH MODI	

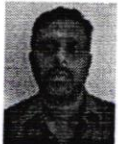
Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 [1516-1-2021-2491]	C BAGYALAKSHMI R/O SAINIKPURI	
2		 [1516-1-2021-2491]	SIVA SUBRAMANIAN V R/O YAPRAL, HYD	

28th day of March, 2021

Signature of Sub Registrar
Shamirpet

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX3316 Name: Sathyaseelan V	S/O Viveganandan S, Jawaharnagar, K.v. Rangareddy, Telangana, 500087	

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Wherever the Developer / Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Purchaser shall be read and construed 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-Malkajgiri District from the Developer and the details of which are given in Annexure-A (hereinafter 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 alterations 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 herein is 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 part 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.

For KARAKIA & MODI HOUSING

Partner

Sathish
M. Sathish

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
3	Aadhaar No: XXXXXXXX1717 Name: Mutyam Vijaya Lakshmi	W/O V Sathya Seelan, Sainikpuri, Hyderabad, Telangana, 500094	

Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	8650	0	0	0	8750
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	8750	0	0	0	8750
User Charges	NA	0	100	0	0	0	100
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	17500	0	0	0	17600

Rs. 8650/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 8750/- towards Registration Fees on the chargeable value of Rs. 1750000/- was paid by the party through E-Challan/BC/Pay Order No ,514KRX250321 dated ,25-MAR-21 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 17500/-, DATE: 25-MAR-21, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 2981767935117, PAYMENT MODE: NB-1001138, ATRN: 2981767935117, REMITTER NAME: MR. K. PRABHAKAR REDDY, EXECUTANT NAME: KADAKIA AND MODI HOUSING, CLAIMANT NAME: MR. SATHYASEELAN V AND M.VIJAYALAKSHMI).

Date:
28th day of March, 2021

Signature of Registering Officer
Shamirpet

Certificate of Registration

Registered as document no. 2372 of 2021 of Book-1 and assigned the identification number 1 - 1616 - 2372 - 2021 for Scanning on 28-MAR-21 .

Registering Officer
Shamirpet
(Nasiruddin P)



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 fails to pay such taxes or 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.

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. 6/- 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 or the respective society or Association. The Developer shall be entitled to recover such dues, if any, from the Purchaser.

4.4 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 or 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.

For KADAKIA & MODI HOUSING

Partner

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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.

5. 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 full 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 to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

5.3 At the request of the Purchaser the Developer may give license to the Purchaser to enter the villa 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:

6.1 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 cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority 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.

For KADAKIA & MODI HOUSING

Partner

Sathish M. Nayak

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ANNEXURE- A

1.	Names of Purchaser:	1. Mr. Sathyaseelan. V 2. Mrs. M. Vijayalakshmi
2.	Purchaser's permanent residential address:	R/o. Flat No. A-106, Matrix Majestic Apartments, Near Shaili Gardens, Yapral, Secunderabad-500 087.
3.	Sale deed executed by Developer in favour of Purchaser	Document no. 2371 of 2021, dated 25.03.2021 regd. at S.R.O, Shamirpet, Medchal-Malkajgiri District.
4.	Type of villa	D-Simplex
5.	No. of floors	Ground Floor Only
6.	No. of bedrooms	2 - Bedrooms
7.	Details of Said Villa :	
	a. Villa no.:	69
	b. Plot area:	214 Sq. yds.
	c. Built-up area :	1140 Sft.
	d. Carpet area	941 Sft.
8.	Total consideration:	Rs.17,50,000/-(Rupees Seventeen Lakhs Fifty Thousand Only)
9.	Details of advance Paid:	
	Rs.17,50,000/-(Rupees Seventeen Lakhs Fifty Thousand Only)) already received which is admitted and acknowledged by the Developer.	
10.	Scheduled date of completion:	30.05.2021
11.	<u>Description of the Scheduled Villa:</u> All that piece and parcel of land bearing plot no. 69, admeasuring about 214 sq. yds, along with a villa constructed thereon having built up area 1140 sft. in the housing project named as "Bloomdale" forming a part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District) and bounded by: North by: Plot No.68 South by: Plot No.70 East by: 30' wide road West by: Neighbour's land	

For KADAKIA & MOON HOUSING

Partner

DEVELOPER

Sathyaseelan V
M. Vijayalakshmi

PURCHASER

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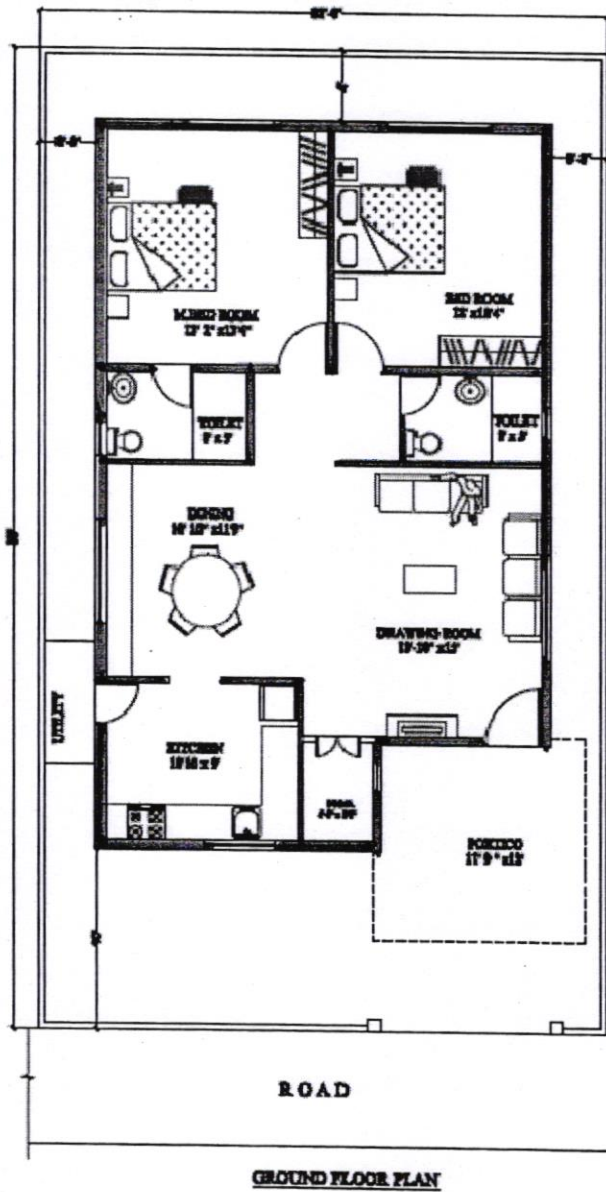


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ANNEXURE- B

Plan of the Said Villa:



AREA STATEMENT
GROUND FLOOR : 1140 sq

For KADAKIA & MODI HOUSING

Partner

DEVELOPER

SAL M. Ezzamel

PURCHASER

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ANNEXURE - C

Specifications of Said Villa:

Item	Specifications
Structure	RCC
Walls	4"/6" solid cement blocks
External 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
C P fittings	Branded ceramic disk quarter turn C P fittings
Staircase railing	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink
Plumbing	GI & PVC pipes. Pressure booster 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 lts. individual overhead tank in each villa. Separate drinking water connection in kitchen.

Note:

1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
2. Changes to external appearance and color 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. 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 time without prior notice.
9. 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.

For KADUKIA & MODI HOUSING

DEVELOPER

Partner

[Signature] M. S. S. S.

PURCHASER

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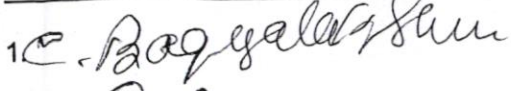
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			DEVELOPER: M/S. KADAKIA & MODI HOUSING HAVING ITS OFFICE AT 5-4-187/3 & 4, 2 ND FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD, REP. BY ITS PARTNERS:- M/S. MODI PROPERTIES PVT LTD., (FORMERLY KNOWN AS MODI PROPERTIES & INVESTMENTS PVT. LTD, REP. BY ITS MANAGING DIRECTOR SRI SOHAM MODI, S/O. LATE SATISH MODI
			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 ND FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD.
			PURCHASER: 1. MR. SATHYASEELAN. V S/O. MR. S. VIVEKANANDAN R/O. FLAT NO. A-106 MATRIX MAJESTIC APARTMENTS NEAR SHAILI GARDENS YAPRAL, SECUNDERABAD-500 087.
			2. MRS. M. VIJAYALAKSHMI W/O. MR. SATHYASEELAN. V R/O. FLAT NO. A-106 MATRIX MAJESTIC APARTMENTS NEAR SHAILI GARDENS YAPRAL, SECUNDERABAD-500 087.

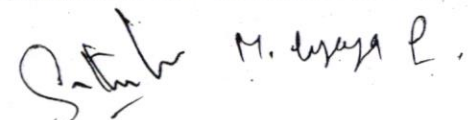
SIGNATURE OF WITNESSES:

1. 
2. 

For KADAKIA & MODI HOUSING

Partner

SIGNATURE OF THE DEVELOPER



SIGNATURE OF THE PURCHASER

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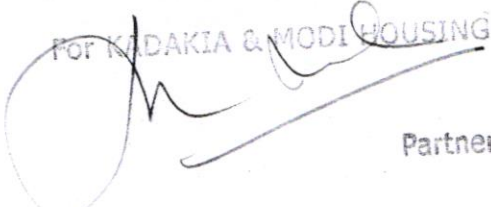
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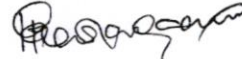
 भारत सरकार GOVERNMENT OF INDIA  శోహం సతిష్ మోడి Soham Satish Modi పుట్టిన సం./YoB: 1969 పురుషుడు Male  3146 8727 4389	 भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA చిరునామా: S/O: సతీష్ మోడి, ప్లాట్ నెం. 280, రోడ్ నెం-25, పెద్దమ్మ దేవాలయం దగ్గర జబిల్ హిల్స్ ఖైరతాబాద్, బంజారా హిల్స్ హైదరాబాద్ ఆంధ్ర ప్రదేశ్, 500034 Address: S/O: Satish Modi, plot no-280, road no-25, near peddamma temple jubilee hills, Khairatabad, Banjara Hills, Hyderabad Andhra Pradesh, 500034
ఆధార్ - ఆధార్ - సామాన్యమానవుడి హక్కు	Aadhaar - Aam Aadmi ka Adhikar

 భారత ప్రభుత్వం Government of India  కండి ప్రభాకర్ రెడ్డి Kandi Prabhakar Reddy పుట్టిన సంవత్సరం / Year of Birth: 1974 పురుషుడు / Male  3287 6953 9204	నమోదు సంఖ్య / Enrollment No. : 1027/28203/00049 To Kandi Prabhakar Reddy కండి ప్రభాకర్ రెడ్డి 2-3-64/10/24 1FLOOR KAMALA NILAYAM JAISWAL COLONY Amberpet Amberpet, Hyderabad Andhra Pradesh - 500013 10/07/2013
ఆధార్ - సామాన్యని హక్కు	

FOR KADAKIA & MODI HOUSING



Partner



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2372/2021.

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GOVERNMENT OF INDIA

సత్యశీలం వి

Sathyaseelan V

పుట్టిన తేదీ/ DOB: 20/05/1982

పురుషుడు / MALE

5057 6962 3316



నా ఆధార్ - నా గుర్తింపు

భారత ప్రభుత్వం

Government of India

ముత్యం విజయ లక్ష్మి

Mutyam Vijaya Lakshmi

పుట్టిన తేదీ/ DOB: 21/06/1988

స్త్రీ / FEMALE



3079 2633 1717

నా ఆధార్, నా గుర్తింపు

భారత ప్రభుత్వం

Government of India

చ బాగ్యలక్ష్మి

C Bagyalakshmi

పుట్టిన తేదీ/ DOB: 05/05/1957

స్త్రీ / FEMALE

C. Bagyalakshmi



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Siva Subramanian V

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१०६, म्याट्रिक्स मेजेस्टिक अपार्ट्स, जवाहर नगर, जवाहर नगर, जवाहर नगर,

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