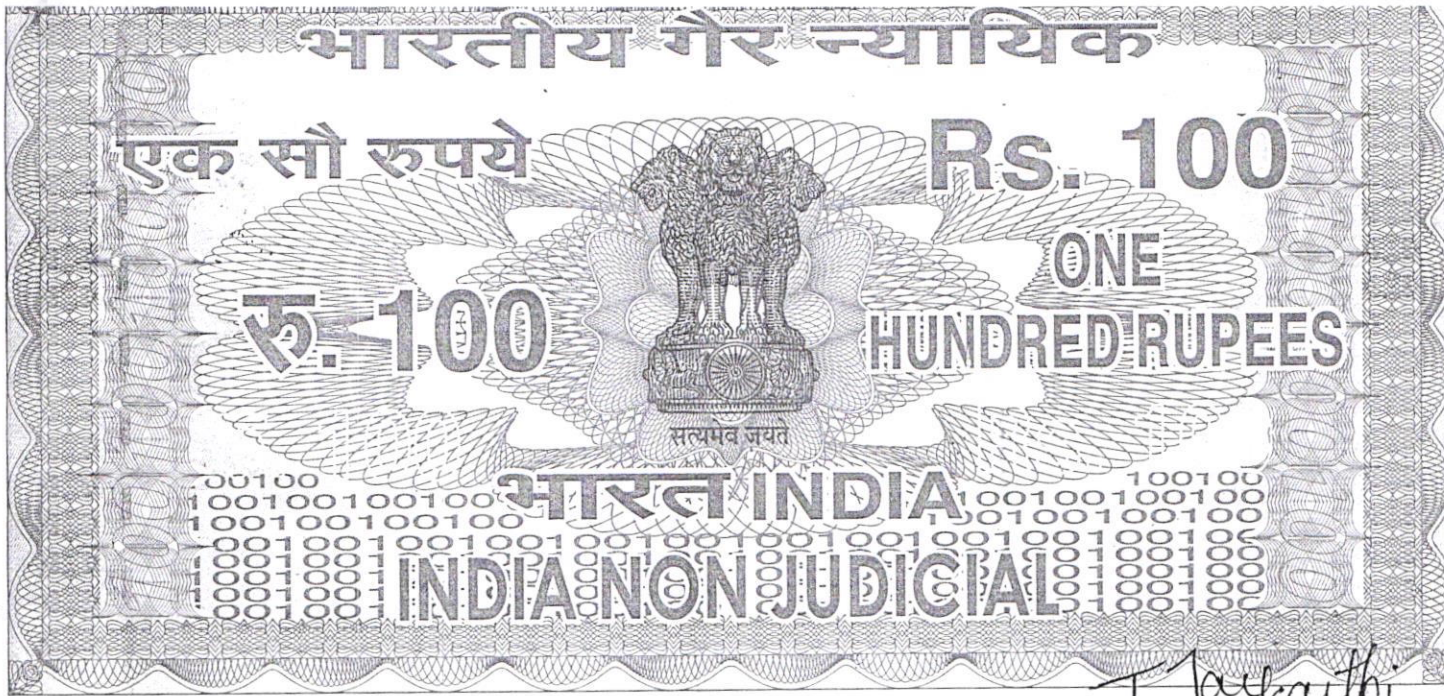




తెలంగాణ తెలంగాణ TELANGANA
SL.NO. 6155 Date: 17/12/2020 ₹ 100/-
Sold to M. Mahendar S/o Mallesh R/o Hyd
FOR WHOM M/s. Modi Realty Mallapur LLP

T. Jayanthi
AA 434916
T.JAYANTHI
LICENSED STAMP VENDOR
LIC NO 16-02-046/2012
RL NO 16-02-05/2018
H.NO 2-3-64/5, Tirumalanagar
Amberpet, Hyderabad-500013
Cell: 9866539183

AGREEMENT FOR CONSTRUCTION

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

M/s. Modi Realty Mallapur LLP (formerly known as M/s. Modi Estates), a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad – 500 003, represented by its authorised representative, Shri. Anand S Mehta, S/o. Shri Suresh U Mehta, aged about 42 years, Occupation Business, hereinafter referred to as the Developer.

AND

1. Mrs. P. Chaithanya wife of Mr. B. Rajashekar aged about 37 years and
2. Mr. B. Rajashekar son of Mr. B. Babu Rao aged about 38 years, residing at 5-12-239/5/302, Eshwari Nilayam, Mangapuram, Moulali, H B Colony, Hyderabad., 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 MODI REALTY MALLAPUR LLP
Anand S Mehta
Partner

T. Jayanthi

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 FLAT PURCHASED:

- 1.1. The Purchaser has purchased a semi- finished flat in the Housing Project known as Gulmohar Residency, forming a part of Sy. No. 19, situated at Mallapur village, Uppal Mandal, Medchal Malkajgiri District, vide registered sale deed from the Developer and the details of which are given in Annexure – A (hereinafter referred to as the Scheduled Land).
- 1.2. The Developer has agreed to sell the Flat to the Purchaser on the condition that the Purchaser shall enter into an Agreement for Construction with the Developer for construction of a Flat on the Scheduled Land.
- 1.3. Accordingly the Purchaser had agreed to enter into this Agreement of Construction.

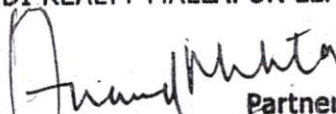
2. DETAIL OF THE FLAT BEING CONSTRUCTED

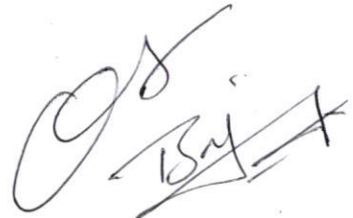
- 2.1. The Developer has agreed to construct a Flat on the Scheduled Land as per the details given herein and the Flat constructed thereon shall be referred to as Said Flat.
- 2.2. The plan of the Said Flat to be constructed shall be as per the Annexure – B attached herein and the specifications shall 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 Flat 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 Flat. The consideration mentioned herein is the lumpsum amount for the Said Flat. The Purchaser confirms that he shall not raise any objections on this count.

3. CONSIDERATION FOR CONSTRUCTION:

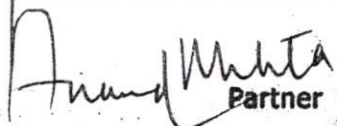
- 3.1. The Purchaser agrees to pay the Developer the consideration detailed in Annexure – A for construction of the Said Flat and the payment shall be made in installments as detailed in Annexure – A.
- 3.2. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents 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.

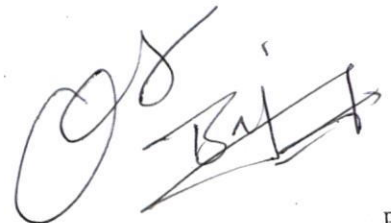
For MODI REALTY MALLAPUR LLP


Partner



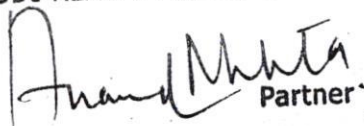
- 3.3. It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the construction of the Scheduled Land. Such 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 Flat 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 Flat 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 Said Flat. 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 Flat 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 Flat or date of receipt of possession of the Flat, 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 Flat 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.

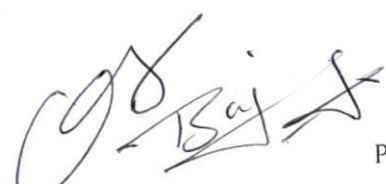
For MODI REALTY MALLAPUR LLP

Partner



- 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 Flat 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 Flats as long as the Purchaser is able to enjoy possession of the Said Flat without any reasonable let or hindrance.
- 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 Said Flat. 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 Flat is handed over to the Purchaser in a brand new condition.
5. POSSESSION OF FLAT:
- 5.1. That the Purchaser shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the Said Flat 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 Said Flat 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 Flat being purchaser 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 Flat till such time all dues are cleared and such a license given by the Developer to enter the Said Flat 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 Flat and delivery of possession of the Said Flat 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.
- 6.2. 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 MODI REALTY MALLAPUR LLP

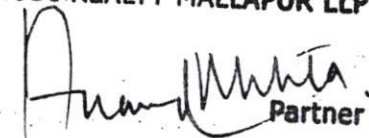

Partner

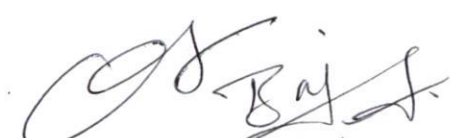


ANNEXURE- A

1.	Names of Purchaser:	1. Mrs. P. Chaithanya 2. Mr. B. Rajashekar	
2.	Purchaser's permanent residential address:	R/o. 5-12-239/5/302, Eshwari Nilayam, Mangapuram, Moulali, H B Colony, Hyderabad..	
3.	Sale deed executed by Developer in favour of Purchaser	Document no. _____ of 2021 dated _____, regd. at S.R.O, Uppal, Medchal-Malkajgiri District.	
4.	Type of Flat	Deluxe	
5.	No. of bedrooms	3 – Bedrooms	
6.	Details of Said Flat :		
	b. Flat no.:	A-402	
	c. Flat area:	69.13 Sq. yds.	
	d. Built-up area :	1360 Sft.	
	e. Carpet area	945 Sft.	
7.	Total sale consideration:	Rs. 26,42,000/- (Rupees Twenty Six Lakhs Forty Two Thousand Only)	
8.	Details of advance paid:		
	Rs.6,62,500/-(Rupees Six Lakhs Sixty Two Thousand Five Hundred Only) already paid by the purchaser which is admitted and acknowledged by the Developer.		
9.	Balance Payment terms:		
	Installment	Due date for payment	Amount
	I	Within 7 days of completion of brick work & internal plastering	8,90,000/-
	II	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	8,90,000/-
	III	On completion	2,00,000/-
10.	Scheduled date of completion:	30.09.2021	
11.	<u>Description of the Schedule Flat:</u> All that portion forming a Deluxe flat bearing no. 402 on the fourth floor in block no. 'A' admeasuring 1360 sft. of super built-up area (i.e., 1089 sft. of built-up area & 271 sft. of common area) together with proportionate undivided share of land to the extent of 69.13 sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sft. in the residential complex named as Gulmohar Residency, forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District and bounded as under: North by: Open to sky South by: Open to sky East by: Open to sky West by: 6'-6" wide corridor		

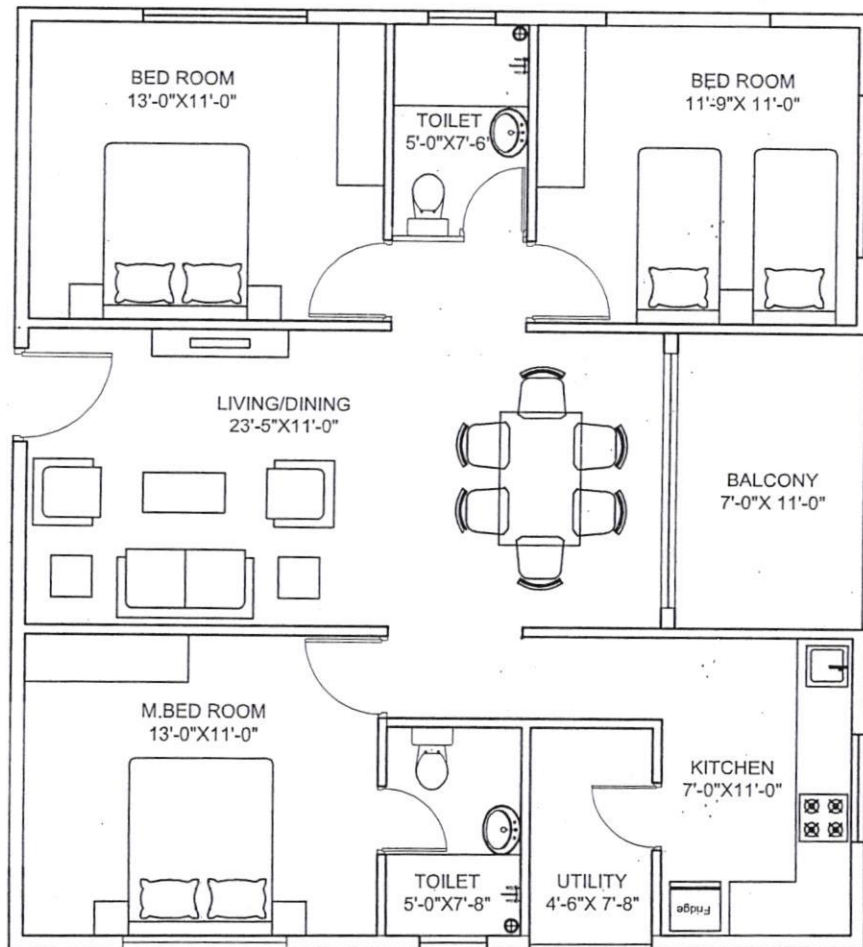
For MODI REALTY MALLAPUR LLP


Partner
DEVELOPER


PURCHASER

ANNEXURE- B

Plan of the Said Flat:



TYPE - A2
SBUA 1360SFT

For MODI REALTY MALLAPUR LLP

Anand Mutha
Partner

DEVELOPER

[Signature]
PURCHASER

ANNEXURE - C

Specifications of Said Flat:

Item	Specifications
Structure	RCC
Walls	Cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	Branded 2 x 2 ft vitrified Tiles
Main door	Wood with polished panel door
Internal door frames	Wood with paint
Door shutters	Painted panel doors with dorset hardware
Windows	Aluminium sliding windows
Sanitary	Cera / Parryware / Hindware or equivalent brand
CP fittings	Branded quarter turn
Bathrooms	Branded designer tiles upto 7ft.
Kitchen	Granite slab with 2 ft dado and SS sink
Electrical	Copper wiring with modular switches
Plumbing	UPVC / CPVC / PVC pipes.

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 Flat 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 Flat for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the Flat.

For MODI BEAUTY MALLAPUR LLP

DEVELOPER

Partner

PURCHASER