2355/08

SCANNED



ఆంధ్రప్రీదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

L 376179

K. SATISH KUMAR

8.V.L. No:13/2000, R. No: 26/2006 6-2-30 PREMAVATHIPET (V) R. NAGAR (M), R.R. DIST.

Controllins

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the day of work' 2008 at Secunderabad by and between:

M/S. MODI & MODI CONSTRUCTIONS 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 38 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

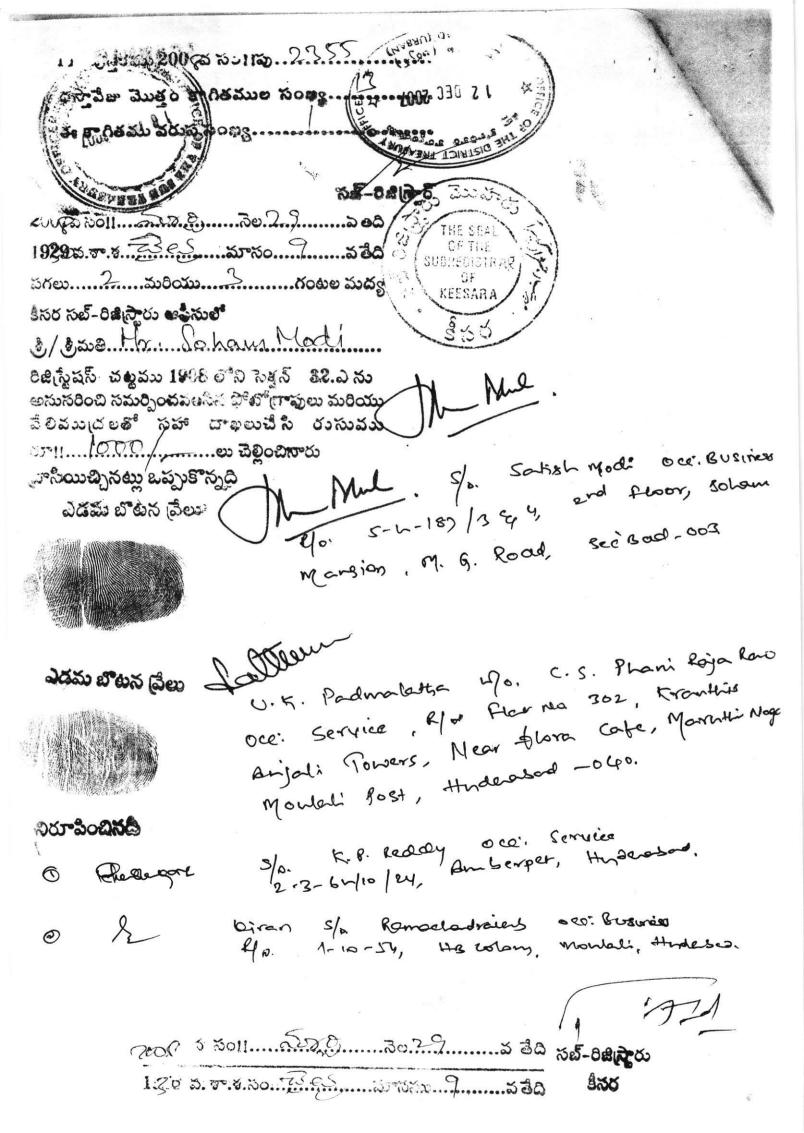
AND

MRS. U. K. PADMA LATHA, WIFE OF MR. C. S. PHANI RAJA RAO aged about 34 years, residing at Flat No. 302, Kranthi's Anjali Towers, Near Flora Café, Maruthi Nagar, Moulali post, Hyderabad - 500 040, hereinafter referred to as the Buyer (which term shall rean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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Page



#### WHEREAS:

A) The Builder is the absolute owner and possessor of the land admeasuring about Ac. 6-28 Gts. forming part of Sy. No. 128, 129, 132-136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Acres)	
1. 6095/2005		20.09.2005	134, 135, 136	Ac. 2-08 Gt.	
2.	7972/2004	10.08.2004	128, 129, 132, 133, 136	Ac. 2-10 Gt.	
3.	8657/2004	21.09.2004	128, 129, 133, 136	Ac. 2-10 Gt.	
			Total Extent of Land	Ac. 6-28 Gts.	

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R.R. District and are executed by the following owners:

- a. Shri M. Hanumath Rao, S/o. Late Shri Chinna Rama Chary
- b. Shri M. Kashinatham, S/o. Late Shri Chinna Rama Chary
- c. Shri M. Venunadham, S/o. Late Shri Chinna Rama Chary
- d. Shri M. Srinivasa Chary, S/o. Late Shri Chinna Rama Chary
- e. Shri M. Narayana, S/o. Late Shri Chinna Rama Chary
- f. Shri M. Pranavanadham, S/o. Hanumath Rao
- g. Shri M. Pravarakya, S/o. Shri Kashinatham

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

B) The Former Owners are the sons and grand sons of Late Shri M. China Rama Chary the original pattedar of the land. By way of partition deed dated 05.09.2002 duly registered with S.R.O. Shamirpet, Ranga Reddy District vide document no. 4838/2002, the Former Owner at serial no. 'a to e' above became the owners of the Schedule Land. Former Owner at serial no. 'f' is the son of Former Owner at serial no. 'a'. Former Owner at serial no. 'g' is the son of Former Owner at serial no. 'b'. Vide proceeding of the Mandal Revenue Officer bearing no. B/1321/2004 dated 15.06.2004 the names of the former Owners at serial nos. a to e were mutated in the revenue records and patta passbooks/title books were issued to them. All the Former Owners have joined together for the execution of above referred sale deeds so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Builder herein.

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ిక్సుర్వకము 2008 వ నం!! పు....? స్ట్రాన్స్ ....... దస్వావేజు మొత్తము కాగితముల సంఖ్య......? ఈ కాగితము వరుస సంఖ్య......? పట్-రిజిస్తారు

1. in the shape of stamp papers

Rs. 100

2. in the shape of challan

(u/s.41 of LC act.1899)

Rs. 19900

3. in the change of cash

(u/s.41 of 1 3.4cf.1899)

Rs.

4. adjustment of stamp duty

u/s.16 of 1.5. Act.1899, if any

Rs.

II. Transfer Duty:

1. in shape of challan

Rs.

2. in a shape of cash

Rs.

III. Registration fees:

1. in the shape of challan

Rs. 1000

2. in the shape of cash

Rs.

IV. User Charges

1. In the shape of challan

Rs. 100

.100

2. In the shape of cash

Rs.

SUB REGISTRAR KEESARA

.ప్ ప్రక్షకము 2006 నంగ్ (రా.శ.1866) నంగ్ నె. నె. న్. సెంబరుగా రిజీష్టరు చేయబడినది. స్కానింగ్ నిమిత్తం గుర్తింపు నెంబరు 1530-1. స్నాన్ ... 2006 ఇవ్వడమైనది

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నబ్-రిజిస్ట్రారు అధికారి

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- C) The Builder is desirous of developing the Scheduled Land by constructing row / independent house thereon and have obtained a tentative layout from HUDA vide Permit No. 6092/MP2/Plg/HUDA/07 dated 16/11/2007. The proposed project of development is styled as 'NILGIRI HOMES'.
- D) The Builder in the scheme of the development project have planned that the prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent house constructed thereon.
- E) The Buyer has purchased plot of land bearing plot no. 73 admeasuring 170 sq. yds. under a Sale Deed dated 9.3.08 registered as document no. 23x3/09 in the Office of the S.R.O. Keesara. Ranga Reddy District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Land Development Charges with the Builder for construction of a house on the plot of the land.
- F) The Buyer has inspected all the documents of the title of the Builder in respect of the Scheduled Land and the plot of land bearing plot no. 73 and also about the capacity, competence and ability of the Builder to construct the house thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Nilgiri Homes.
- G) The Buyer is desirous of having a house constructed for him by the Builder on plot of land bearing no. 73 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the house.
- H) The Buyer as stated above had already purchased the plot of land bearing no. 73 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 29.3.08 referred herein above are and shall be interdependent agreements.
- I) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the house and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall construct for the Buyer a Semi-Detached House admeasuring 1694 sq. ft. of built-up area on plot of land bearing plot no. 73 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 20,93,000/- (Rupees Twenty Lakhs Ninety Three Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 20,93,000/- (Rupees Twenty Laksh Ninety Three Thousand Only) in the following manner:

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Installment	Amount (Rs.)	Due date of payment		
I	7,41,000/-	25.04.2008		
II	5,07,000/-	On completion of footings		
III	8,45,000/-	Within 7 days of completion of Bungalow		

- 3. 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.
- 4. In case the Scheduled House is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in above. The Buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder as to completion of the Scheduled House, notwithstanding the installments and due dates mentioned above.
- 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 plot of land bearing no. 73 to the Builder for the purpose of construction of the house.
- 7. The Builder shall construct the house in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. 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.

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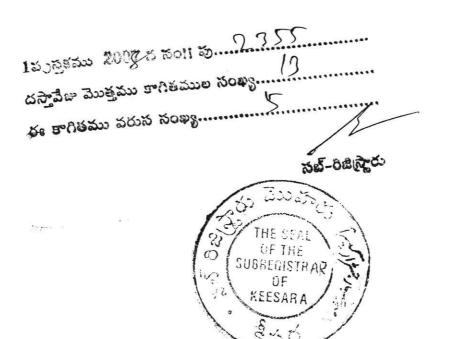
- 9. The Builder shall complete the construction of the house and handover possession of the same on or before 31<sup>st</sup> December 2009 with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said house 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 or 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.
- 10. The Builder upon completion of construction of the house 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 house 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 house shall own and possess the same absolutely and to the exclusion of the Builder 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 house.
- 13. The Buyer shall not be allowed to alter any portion of the house that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2020 and all the houses in the project of Nilgiri Homes shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
- 14. The Builder shall deliver the possession of the completed house together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 15. 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 Nilgiri Homes project.
- 16. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the house nor shall the Buyer make any additions or alterations in the

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Page 5



house without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Nilgiri Homes Project.

- 17. 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 Nilgiri Homes 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.
- 18. The Builder shall have the right to construct other houses and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Nilgiri Homes and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Nilgiri Homes shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective houses without any hindrance or objection of any kind whatsoever.
- 19. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the house under this agreement, or the sale deed, and/or the agreement for Land development charges.
- 20. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association.
- 21. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Homes Project and shall abide by its rules. Until the society / association is formed the Buyer shall pay to the Builder such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Builder. If the Buyer ever fails to pay maintenance charges for his/her house, the association shall be entitled to disconnect and stop providing all or any services to the scheduled house including water, electricity, etc. The Buyer shall pay a sum of Rs. 40,000/- & 60,000/- for row houses & independent houses respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments

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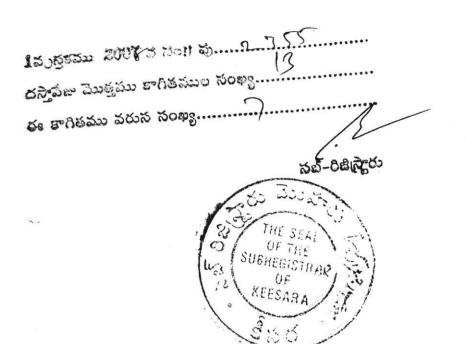
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- 22. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of 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.
- 23. 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 10% 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 house 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.
- 24. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the house. However, even if such conditions are not laid down expressively by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.
- 25. That the Buyer or any person through him shall keep and maintain the house in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Nilgiri Homes. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the house for any illegal, immoral, commercial & business purposes. (c) Use the house in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Nilgiri Homes. (d) Store any explosives, combustible materials or any other materials prohibited under law.
- 26. 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.
- 27. 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.

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Page 7



- Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring -28. 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.
- 29. 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.
- 30. Stamp duty and Registration amount of Rs. 21,000/- is paid by way of challan No. 706982, dated 29.03.2008, drawn on State Bank of Hyderabad, Keesara Branch, Ranga Reddy District.

### SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 73 admeasuring about 170 sq. yds. forming part of Sy. No. 128, 129, 132, 133, 134, 135 and 136 situated at Rampally Village, Keesara Mandal, Ranga Reddy District, marked in red in the plan annexed hereto, bounded on:

> North Park

South Plot No. 72

East 30' wide road

West Plot No. 66

### AND

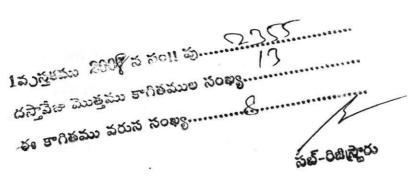
ALL THAT SEMI DETACHED HOUSE admeasuring 1694 sft. of built-up area to a) be constructed on the above said plot no. 73 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B

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:

WITNESESS:

Roserpal &

(Soham Modi) BUILDER





## ANNEXURE - A

### SPECIFICATIONS:

Item	Description		
Structure	RCC		
Walls	4"/6" solid cement blocks		
External painting	Exterior emulsion		
Internal painting	Smooth finish with OBD		
Flooring	Marble slabs in all rooms		
Door frames	Teak wood		
Doors	Panel doors with branded hardware		
Electrical	Copper wiring with modular switches		
Windows	Powder coated aluminum /PVC open-able windows with grills		
Sanitary	Parryware / Hindware or similar make		
C P fittings	Branded ceramic disk quarter turn		
Staircase railing	MS railing within wooden banister		
Kitchen platform	Granite slab, 2 ft dado & SS sink		
Plumbing	GI & PVC pipes		
Bathrooms	7' dodo with designer tiles		
Water supply	24 hr water supply through community tank with 2,000 lts individual overhead tank in each bungalow. Separate drinking water connection in kitchen.		

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Partner

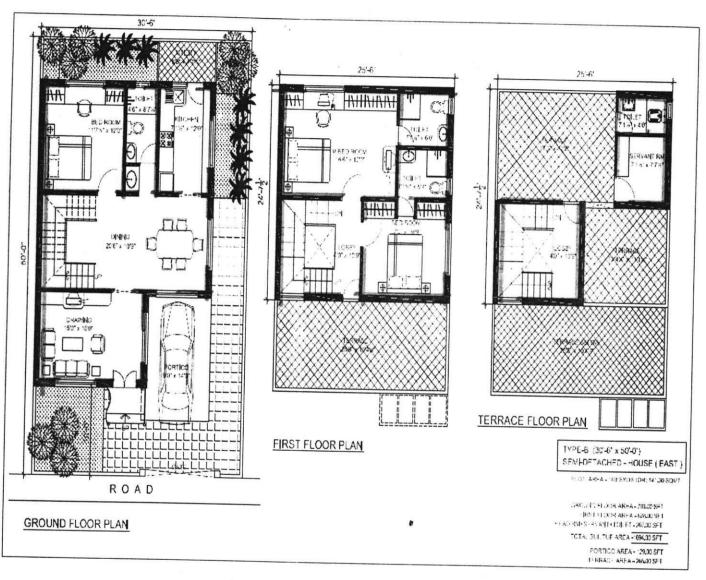
(SOHAM MODI) BUILDER

BUYER

1వృగ్ధకము 2008 జనంగ పుమ.ఎమ్ దస్తావేజు మొత్తము కాగితముల <b>సంఖ్య.</b>
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### ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 73 ADMEASURING 1694 SFT. OF BUILT-UP AREA.



For MODI & MODI CONSTRUCTIONS

(SOHAM MODI) BUILDER **Partner** 

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





### BUILDER:

M/S. MODI & MODI CONSTRUCTIONS HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNER

MR. SOHAM MODI S/O. MR. SATISH MODI





### BUYER:

MRS. U. K. PADMA LATHA W/O. MR. C. S. PHANI RAJA RAO R/O. FLAT NO. 302 KRANTHI'S ANJALI TOWERS NEAR FLORA CAFÉ MARUTHI NAGAR, MOULALI POST HYDERABAD - 500 040.

### SIGNATURE OF WITNESSES:

1.

Repargant

2.

For MODI & MODI CONSTRUCTIONS

Partner

SIGNATURE OF THE EXECUTANTS

follow



## स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AAKPU9824E





नाम /NAME

PADMA LATHA UDIPIKUNJIBETTU

पिता का नाम /FATHER'S NAME SRIPATHI UDIPIKUNJIBETTU

जन्म तिथि /DATE OF BIRTH

12-05-1973

हस्ताक्षर /SIGNATURE

Jallin

Chief Commissioner of Income-tax, Andhra Pradesh

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले 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.

### ORIGINAL

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Note: Document will be returned at 3.30 p.m. to 5.00 p.m.

If Document is not claimed within 10 days from the date of Registration, safe 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.

