

## AGREEMENT FOR CONSTRUCTION OF SEMI-FINISHED FLAT

THIS AGREEMENT is made and executed on this the 18th of July, 2002 by and between

M/s. Modi Properties & Investments Pvt. Ltd., having its registered office at 5-4-187/3 & 4, III Floor, Soham Mansion, M G Road, Secunderabad – 500 003, represented by its Managing Director Mr. Soham Modi, S/o. Mr. Satish Modi, aged about 31 years, hereinafter referred to as the BUILDER (which expression shall mean and include its heirs, successors, representatives, executors, etc) of the ONE PART.

## AND

Mr. BIJON KISHORE ROY, S/o. Late Bireswar Roy, aged 65 years, resident of H.No. 3-38-51, 31/1 & 2, Shobana Colony, West Maredpally, Secunderabad - 500 026 hereinafter jointly called the "Buyer" (Which expression where the context so permits shall mean and include his heirs, successors, legal representative, executors, nominee, assignee etc.) of THE OTHER PART

For Modi Properties & Investments Pyt. Ltd.

Managing Director

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WHEREAS:

The PURCHASER has purchased vide sale deed dated , registered with subregistrar Uppal, as document No. , an semi-finished apartment bearing No. 106 on the first floor, of Block A admeasuring 700 Sq. ft along with an undivided share of land to an extent of 28 yards, and a reserved Car & Scooter parking space in Block No. A admeasuring about 100 & 15 sft. respectively, as a package, in the group housing scheme known as the MAYFLOWER PARK situated at Survey No. 174, Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, R.R. District, hereinafter referred to as the SCHEDULE APARTMENT, from the BUILDER.

The PURCHASER has requested the BUILDER to complete the unfinished work in the SCHEDULE APARTMENT along with the other apartments in the above mentioned group housing scheme known as the MAYFLOWER PARK.

The PURCHASER has agreed to pay the BUILDER a total consideration of Rs. 80,300/-(Rupees Eighty Thousand Three Hundred Only) for the completion of the unfinished work in the SCHEDULE APARTMENT on the terms and conditions given under.

## **NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1. The PURCHASER agrees to pay a total consideration Rs. 80,300/- (Rupees Eighty Thousand Three Hundred Only) for the completion of the unfinished works in the SCHEDULE APARTMENT as per the specifications mentioned in the Builders Brochure.
- 2. The PURCHASER shall pay the total consideration mentioned above to the **BUILDER** in 2 or 3 installments as determined by the **BUILDER** depending upon the progress of the work. The PURCHASER agrees to pay these installments within 7 days of receiving an intimation to do so from the BUILDER. It is specifically agreed that the total consideration shall be paid on or before the date of completion given hereunder.
- 3. In case the PURCHASER is availing a housing loan from a Bank or Housing Finance Company, the PURCHASER shall instruct the Bank or Housing Finance Company to release the total consideration in installments as mentioned above directly in favour of the BUILDER.
- 4. The BUILDER agrees to complete the unfinished works in the SCHEDULE APARTMENT on or before
- 5. The PURCHASER has delivered the possession of the SCHEDULE APARTMENT to the BUILDER for completing the unfinished work.
- 6. The possession of the SCHEDULE APARTMENT shall be handed over by the BUILDER to the PURCHASER only after the entire consideration and charges mentioned in this agreement are paid to the BUILDER by the PURCHASER.

7. It is specifically agreed that the PURCHASER shall not be entitled to ask for possession of the SCHEDULE APARTMENT till the entire consideration and charges mentioned in this agreement are paid to the BUILDER by the PURCHASER.

For Modi Properties & Investments Pvt. Ltd.

Managing Director

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## DESCRIPTION OF THE SCHEDULE APARTMENT

All that portion forming apartment No. 106 on the first floor, in Block A, admeasuring 700 sft of super built up area together with proportionate undivided share of land to the extent of 28 sq. yards and a reserved Car & Scooter parking space in Block A admeasuring about 100 & 15 sft. respectively, forming part of the group of residential apartments collectively named as Mayflower Park situated at Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District and bounded as under:

North By:

4' wide passage

South By:

40' wide road

East By:

Flat No. 105

West By:

Flat No. 107

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:

Prosuppy Biswojit Roy.

For Modi Properties & Investments Pvt. Ma.

(BULLDER) Director

(PURCHASER)