



No. 2323 Date 25/1/2002

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K. Srinivas

G.V.L. No. 26/98, R. No. 32/2002

CITY CIVIL COURT
SECUNDERABAD

AGREEMENT FOR CONSTRUCTION OF SEMI-FINISHED FLAT

THIS AGREEMENT is made and executed on this the 29th day of January, 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. Mohammed Towfeeq S/o. Shri. Mohammed Shafi aged 41 years, residing at 1-9-679, Vidyanagar, Hyderabad - 500 044, hereinafter 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 Pvt. Ltd.

Soham Modi
Managing Director

Satish

WHEREAS:

The **PURCHASER** has purchased vide sale deed dated _____, registered with sub-registrar Uppal, as document No. _____, an semi-finished apartment bearing No. 214 & 215 on the second floor, of Block B admeasuring 1400 Sq. ft along with an undivided share of land to an extent of 56 yards, and two reserved scooter parking spaces in block No. B admeasuring about 15 sft each, 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**.

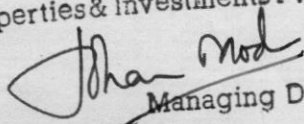
The **PURCHASER** has requested the **BUILDER** to complete the unfinished work in the **SCHEDULE APARTMENT** along with the other apartments in the above mentioned group housing scheme known as the MAYFLOWER PARK.

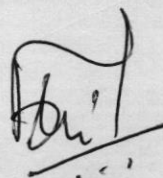
The **PURCHASER** has agreed to pay the **BUILDER** a total consideration of **Rs. 2,38,000/-** (Rupees Two Lakhs Thirty Eight Thousand Only) for the completion of the unfinished work in the **SCHEDULE APARTMENT** on the terms and conditions given under.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The **PURCHASER** agrees to pay a total consideration **Rs. 2,38,000/-** (Rupees Two Lakhs Thirty Eight Thousand 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 1st October 2002.
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



DESCRIPTION OF THE SCHEDULE APARTMENT

All that portion forming apartment No. 214 & 215 on the second floor, in Block 'B', admeasuring 1400 sft of super built up area together with proportionate undivided share of land to the extent of 56 sq. yards and two reserved Scooter parking spaces in Block 'B' admeasuring about 15 sft each, 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: Jogging Track
South By: Cut-Out
East By: Flat No. 216
West By: Flat No. 213

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:

1.

For Modi Properties & Investments Pvt. Ltd.

(BUILDER)

Managing Director

2.

(PURCHASER)

