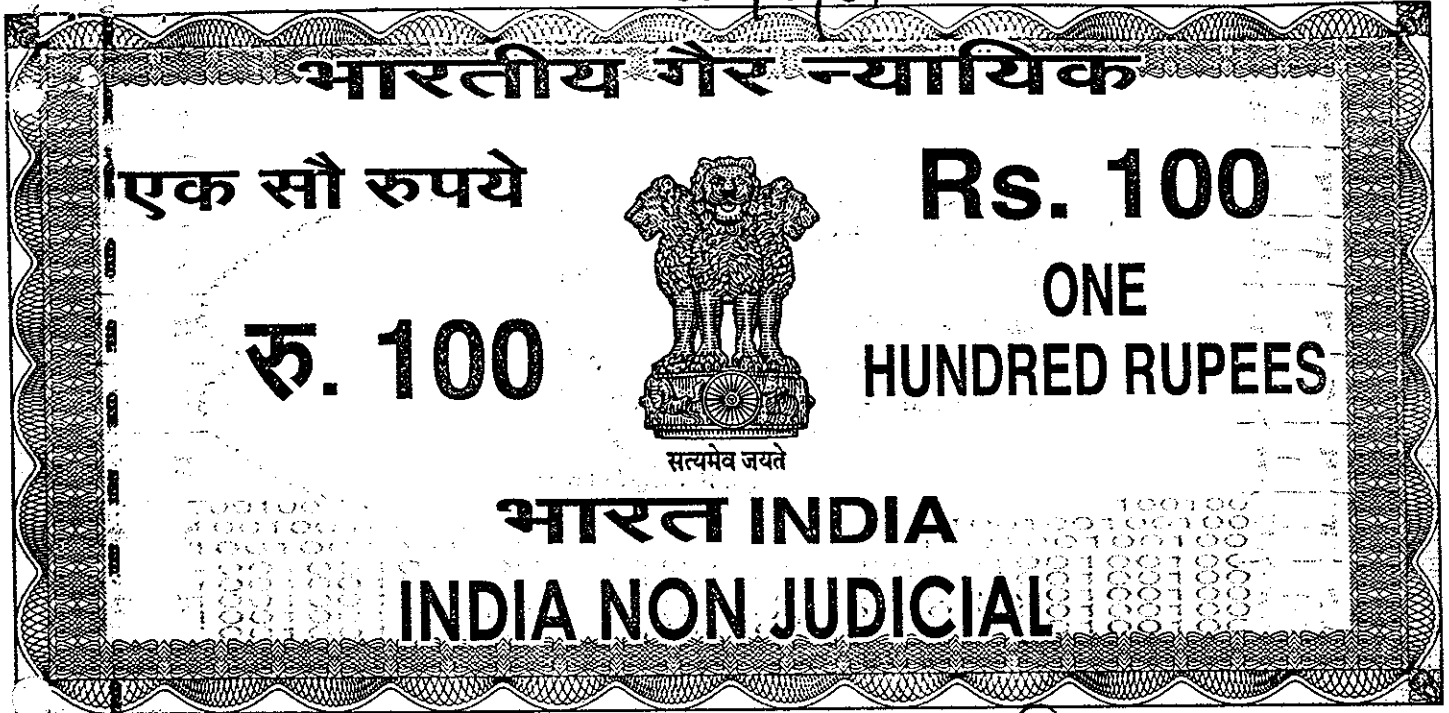


6340/07

B-202



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

G 796010

1867 27/05/2007 100/-

Name..... Ch. Ramesh

S/o, D/o..... Marving Rao

FOR WHOLE..... M/S. Modi Ventures

*Satish*

**K. SATISH KUMAR**

S.V.L. No:13/2000. R. No: 66/2006

5-2-30 PREMAVATHIPET (V)

R. NAGAR (M), R.E. DIST.

**AGREEMENT FOR CONSTRUCTION**

This Agreement for Construction is made and executed on this the 15<sup>th</sup> day of May 2007 at Secunderabad by and between:

M/S. MODI VENTURES, 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 37 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

IN FAVOUR OF

1. DR. AJIT KUMAR GHOSH, SON OF MR. P. GHOSH, aged about 41 years,  
 2. MRS. SUBRATA GHOSH WIFE OF DR. AJIT KUMAR GHOSH, aged about 34 years,  
 Both are residing at C/o. Mr. Arun Kumar Patra, ICT Colony, TRU11, Habsiguda, Hyderabad - 500 007., hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

FOR MODI VENTURES

Partner

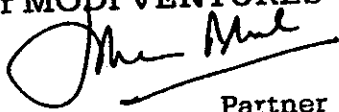
Page 1

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on the subsequent Sale deed registered  
No. 6360 of 2007 at  
R.O. Uppal and no refund of stamp duty  
is claimed on this stamp.

**SJI-REGISTRAR**

4. 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.
5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 202 on second floor in Block 'B' to the Builder for the purposes of completion of construction of the apartment.
6. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
7. 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.
8. The Builder shall complete the construction of the Apartment and handover possession of the same by 1<sup>st</sup> April 2007 provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment 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 on 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.
9. The Builder upon completion of construction of the Apartment 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 Apartment 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.
10. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
11. 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 Apartment.
12. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.

FOR MODI VENTURES

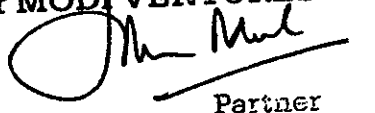
  
Partner

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~~SUB-REGISTRAR~~

13. 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 Gulmohar Gardens project.
14. 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 Gulmohar Gardens 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.
15. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
16. 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.
17. 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 50% 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 Apartment 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.
18. 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.

For MODI VENTURES


  
Partner

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SUB-REGISTRAR

19. 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.
20. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring 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.
21. 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 VENTURES

  
Partner

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**SUB-REGISTRAR**





**SCHEDULE OF SPECIFICATION FOR  
COMPLETION OF CONSTRUCTION**

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC	RCC
Walls	4 1/2" solid cement blocks	4 1/2" solid cement blocks	4 1/2" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Smooth finish with OBD	Smooth finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors - moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Branded CP fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink	Granite tiles, 2 ft ceramic tiles dado, SS sink	Granite slab, 2 ft ceramic tiles dado, SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen

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:

WITNESS:

1. 
2. 

For MODI VENTURES

  
BUILDER Partner

BUYER.

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~~SUP-REGISTRAR~~

**REGISTRATION PLAN SHOWING**

SEMI FINISHED FLAT NO. 202 IN BLOCK NO. 'B'

ON SECOND FLOOR IN PROJECT KNOWN AS "GULMOHAR GARDENS"

**IN SURVEY NOS.** 93, 94 & 95

**SITUATED AT**

MALLAPUR VILLAGE, UPPAL

**MANDAL, R.R. DIST.**

**BUILDER:** M/S. MODI VENTURES REPRESENTED BY ITS PARTNER

SRI SOHAM MODI SON OF SRI SATISH MODI

**BUYER:** 1. DR. AJIT KUMAR GHOSH, SON OF MR. P. GHOSH

2. MRS. SUBRATA GHOSH WIFE OF DR. AJIT KUMAR GHOSH

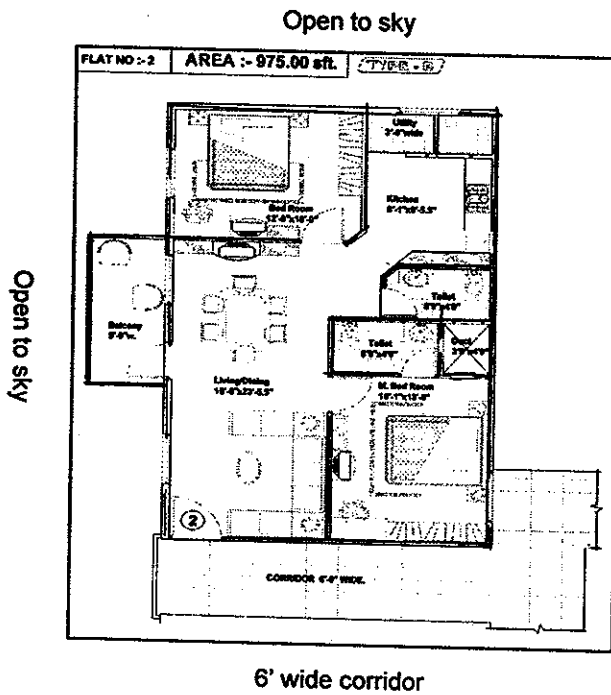
**REFERENCE:**  
**AREA:** 59.96

**SCALE:**  
SQ. YDS. OR

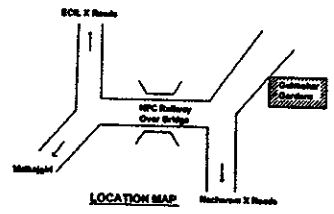
**INCL:**   
SQ. MTRS.

**EXCL:**

Total Built-up Area = 975 sft.  
Out of U/S of Land = Ac. 4-00 Gts.



Flat No. 203



**WITNESSES:**

- 
- 

For MODI VENTURES

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

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~~SUB-REGISTRAR~~

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

<u>SL.NO.</u>	<u>FINGER PRINT IN BLACK (LEFT THUMB)</u>	<u>PASSPORT SIZE PHOTOGRAPH BLACK &amp; WHITE</u>	<u>NAME &amp; PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>
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VENDOR CUM FIRM :

M/S. MODI VENTURES  
M/S. SRI SAI BUILDERS  
HAVING ITS OFFICE AT 5-4-187/3 & 4  
II FLOOR, SOHAM MANSION  
M. G. ROAD, SECUNDERABAD - 500 003.  
BOTH REPRESENTED BY  
SRI SOHAM MODI  
SON OF SATISH MODI

GPA FOR PRESENTING DOCUMENTS:

MR. K. PRABHAKAR REDDY  
S/O. MR. K. PADMA REDDY  
(O). 5-4-187/3 & 4  
III FLOOR, SOHAM MANSION  
M. G. ROAD, SECUNDERABAD - 500 003.

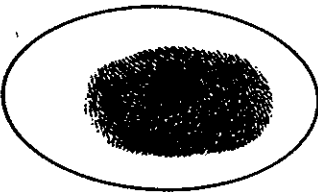
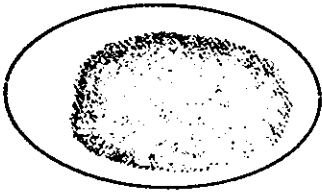
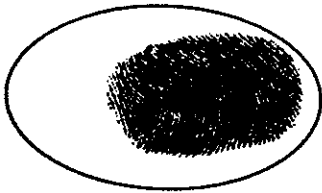
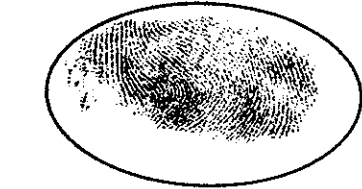
BUYER:

1. DR. AJIT KUMAR GHOSH  
S/O. MR. P. GHOSH  
R/O. C/O. MR. ARUN KUMAR PATRA  
IICT COLONY, TRU II  
HABSIGUDA  
HYDERABAD - 500 007.

2. MRS. SUBRATA GHOSH  
W/O. DR. AJIT KUMAR GHOSH  
R/O. C/O. MR. ARUN KUMAR PATRA  
IICT COLONY, TRU II  
HABSIGUDA  
HYDERABAD - 500 007.

REPRESENTATIVE:

DR. SUTAPA GHOSH  
W/O. MR. ARUN KUMAR PATRA  
R/O. IICT COLONY, TRU 11  
HABSIGUDA  
HYDERABAD - 500 007.



SIGNATURE OF WITNESSES:

1.

2.

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.  
I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative,  
Dr. Sutapa Ghosh, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of  
Assurances, Uppal, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

FOR MODI VENTURES

SIGNATURE OF EXECUTANTS

Subrata Ghosh

SIGNATURE(S) OF BUYER(S)

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