

ಅಂ(ಧ(ಶಿವೆಕ್ आन्ध्र प्रदेश ANDHRA PRADESH Denomination : Serial No :

365018

Parchased By :

G. VENKATESH 5/0 G.A. RAO CDCDND

gfor Whom: MODI VENTURES

SECRAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the to day of November 2008 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 38 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

1. MRS. JYOTHI PANTHULA JYOTHSNA WIFE OF MR. J. NAGARAJ, aged about 31 years, residing at 1-8-303, Chikkadpally, Hyderabad – 500 020.

2. MRS. GADDAMANUGU SWAPNA WIFE OF MR. G. HANUMANTH PRASAD aged bout 29 years, residing at Block-A, Flat No. 308/309, Gulmohar Gardens, Shakti Sai Nagar, Mallapur, Hyderabad - 500076, 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 MODIVENTU

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ఈ కాదీత్రవు వరున సంభ్యా..... 2008 xxo. 22000 30...... 10 x 40 192011 2013 364 2000 2000 ्रिक्ष उन्हें अर्थ देश होते हैं 1. C. Porabhalon Redd ेल इसी यमुद्रात १९८५ जिल्लाहरू **१९८ केट** ఆడుగురింది సమర్పింగ్ సునీన భోటి శ్రీగా క్రాణం ස්ථාලීක්වා යිම්**සියාසුර මේ |සිම් න**ැතු**නෙන්** ර් ద్వాం జూ....... 1000/ ప్రాంచినారు ಆ್ಟಾವೌ డానీ ఇచ్చినట్లు ఒప్పకొన్నది Phasagorp ఎడమ బొటన (పేలు



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WHEREAS:

- A. The Buyer under a Sale Deed dated 10.11.08 has purchased a semi-finished, semi-deluxe apartment bearing no. 109, on the first floor in block no. D, admeasuring 750 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:
- a. Proportionate undivided share of land to the extent of 46.13 sq. yds.
- b. A reserved two wheeler parking bearing no. 09 admeasuring 15 sft.
- This Sale Deed is registered as document no. 3030/08 in the office of the Sub-Registrar, Kapra, Ranga Reddy District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- B. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 109 in Block No. 'D'and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and coexisting agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing no. 109 on the first floor in block no. 'D' admeasuring 750 sft. of super built up area and undivided share of land to the extent of 46.13 sq. yds. A reserved two wheeler parking bearing no. 09 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 5,24,000/- (Rupees Five Lakhs Twenty Four Thousand Only).
- 2. The Buyer has already paid the above said consideration of Rs. 5,24,000/- (Rupees Five Lakhs Twenty Four Thousand Only) and the Builder admitted and acknowledged the receipt.
- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 3 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.

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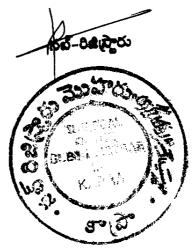
- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan 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 semi-finished apartment bearing no. 109 on first floor in Block No. 'D' to the Builder for the purposes of completion of construction of the apartment.
- 7. 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.
- 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.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 30th November 2008, with a further grace period of 6 months 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.
- 10. 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.
- 11. 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.

For MOD VENTURES

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- 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 Apartment.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. 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.
- 19. 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.

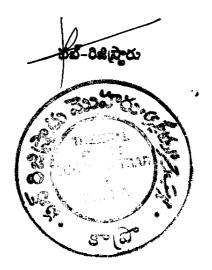
For MODI VENTURES

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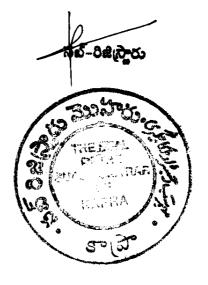
- 20. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 21. 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.
- 22. 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.
- 23. Stamp duty and Registration amount of Rs. 6, 246 = /- is paid by way of challan No. 3255 , dated 8-11.02 , drawn on SBH Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 5240 = 00 /- by way of payorder no. 145020, dated 10.4.08 , drawn on HDFC Bank, S. D. Road, Secunderabad.

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SCHEDULE 'A' SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, situated at situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	40' side road (Shakti Sai Nagar road)
East By	Shakti Sai Nagar Colony
West By	Sy. No. 92

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming apartment no. 109 on the first floor, in block no. 'D', admeasuring 750 sft. of super built up area together with proportionate undivided share of land to the extent of 46.13 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 09, admeasuring about 15 sft., in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor
South By	Open to sky
East By	Flat No. 108
West By	Open to sky

WITNESSES

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Partner

BUILDER

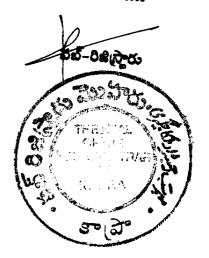
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Parchased By :

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AND

1. MRS. JYOTHI PANTHULA JYOTHSNA WIFE OF MR. J. NAGARAJ, aged about 31 years, residing at 1-8-303, Chikkadpally, Hyderabad – 500 020.

2. MRS. GADDAMANUGU SWAPNA WIFE OF MR. G. HANUMANTH PRASAD aged bout 29 years, residing at Block-A, Flat No. 308/309, Gulmohar Gardens, Shakti Sai Nagar, Mallapur, Hyderabad - 500076, 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 MODIVENTU

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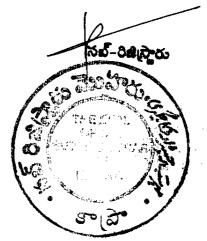
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REGISTRATION PLAN	SHOWING	FLAT NO. 109 IN B	LOCK NO. 'D'		
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	MALLAPUR VILI	LAGE,	UPPAL		MANDAL, R.R. DIST.
BUILDER: N	M/S. MODI VENT	TURES & SRI SAI B	UILDERS BOTH R	EPRESENTED E	BY
	SRI SOHAM MO	DI SON OF SRI SAT	TISH MODI		
BUYER: 1.	MRS. JYOTHI	PANTHULA JYOTH	SNA WIFE OF MR.	J. NAGARAJ	
2.	. MRS. GADDA	MANUGU SWAPNA	WIFE OF G. HAN	UMANTH PRAS	AD
REFERENCE: AREA: 46.13	SCALE SQ. YD	: S. OR	INCL: SQ. MTRS.		EXCL:
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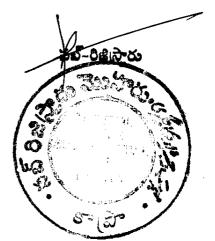
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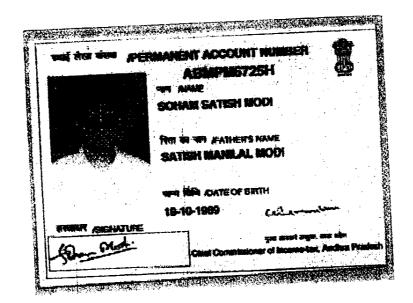
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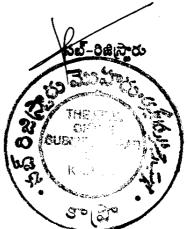
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आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT. OF INDIA
PRABHAKAR REDDY K
PADMA REDDY KANDI
15/01/1974
Permanent Account Number
AWSPR8104E
Signature

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Transpers Details				
S.No	. vanic	Relation	Date of Birth	Age
2	Jyothsna	Wife	04/01/77	29

28/02/2006

HOUSEHOLD CARD PAPIE7665796528

Card No F.P Shop No

: 657

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Name of Head of

: Jyothipanthula. Nagaraj

Household

తంటి/భర్త పేరు

్డి విద్యాపాగర్ రావు

Father/ Husband name: Vidyasagar Rao

තුල්යම්ය/Date of Birth : 14/05/1966

వయప్పు/Age

: 40

వృత్తి /Occupation

: Employee-Private

nod.30/House No. : MIG-ILB33/FB

20 /Street

Colony

: BAGHEINGAM PALLY : HOUSING BOARD

Ward

Circle

Circle VI

ಕೆಲ್ಲ್ /District

ి హైదరాబాదు / Hyderabad

Annual Income (Rs.) : 65,000

LPG Consumer No. (1): /(No Cylinder)

LPG Dealer Name (1)

LPG Consumer No. (2):/ LPG Dealer Name (2):

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6-0817-C

INDIAN UNION DRIVING LICENCE MANDHRA PRADES DRIVING LIC 1943/AD/19900D INDIA Licencing Authority RTA-RANGA REDDY(E)

issued on: 09/05/2005

0322666/05

Class Of Vehicle

Validity

Non-Transport

LMV,MCWG

21/05/2011

Transport

Hazardous Validity Badge No.

DLCAP029130982005

Reference No. Original LA. DQB

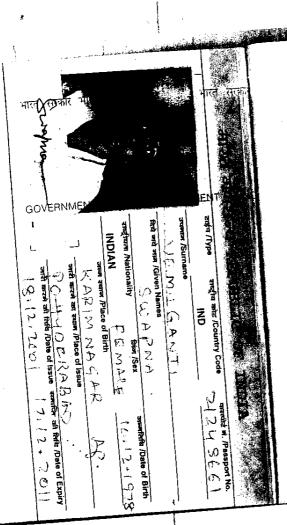
MANCHIRYAL, ANDHRA PRADESH

22:05/1971

Blood Gr.

21/12/1990 Date of 1st Issue







इसके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन सब से जिनका इस कात से सरोकार हो, यह प्रार्थना एवं अपेक्षा की जाती है कि वे बाएक को बिना रोक-टोक, आज़ादी से आने-जाने दें, और उसे हर तरह की ऐसी सहायता और सुरक्षा प्रदान करें जिसकी उसे आवश्यकता हो ।

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANCE, AND TO AFFORD HIM OR HER. EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

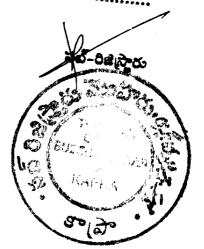
भारत गणराज्य के राष्ट्रपति के आदेश से दिया गया BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA



रिवर प्रसाब K. Saivara Prasab के पासपोढे अधिकारी For Passport Offices feldig/Hydaenh

4

1వ పుస్తకము	2008	నం ప్ర <i>ెద్ది 31</i> ్షే	
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ఈ కాగిత్తు వ	తుగు సం ట్రా		****



WITNESSES NO. 1

Customer Relations Division





Name : Ch.Venkata Ramana Reddy

Designation - Customer Relations Executive

Signature :

VAL.

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address:

5-4-187/3&4, IInd Floor,

M.G Road, Secunderabad-500003. Ph:040-66335551, 040-27544058

www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- The loss of the card must be reported to the Admin.Div.Immediately

WITNESSES NO. 2

आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOVT OF INDIA GUDLA PRADEEP KUMAR DHANRAJ GUDLA 20/07/1984 Permanent Account Number ALJPG7159C

इस कार्ड के खोने जाने वर कृतवा स्तृवेत करें । लीटाएं आवकर पैन रोग इकार्ड, एन एस जी एक आवकर पैन रोग इकार्ड, एन एस जी एक पहली मंजिल, टाईम्फ टॉवर, कमता फिरम कम्पाउंठ, एस दी, पार्ग, लोडार परेल, मुम्बई - 400 013

If this card is lost, someone's lost card is found, please inform/return to:
Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Parel, Mumbai. 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, e-mail: tminfo@nsdl.co.in

STATE BANK OF HYDERABAD

Place :	for credit of Govern	from Smt. / Shri	Received a sum of Rs. & 24 Rupees Six Rousa	Receipt No. B
SS No. SS	for credit of Government of Andhra Pradesh towards Stamp duty/Registration Fee	Ms. Modi Ventinas Sect bod	of our hum	**KUSHAIGUDA ** (362) BRANCH HYDERABAD - 500 062. 925551 3021 00
Gen 22 * Anatory	ration Fee	only)		3

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