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CMirfaloguda 6.U. Campus, SECUNDERABAD.

Vendor

Lic.No.16 05-015/2012 Renewal Lic.No. 16-65-953/2018 12-15-763, Manikeshwari Nagar,

## AGREEMENT FOR CONSTRUCTION

This Agreement of Construction is made and executed on this the 16<sup>th</sup> day of December 2019 at S.R.O, Miryalaguda, Nalgonda District by and between:

M/s. Modi Realty (Miryalaguda) LLP, a registered Limited Liability Partnership, having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Managing Partner Shri Soham Modi, Son of Late Satish Modi, aged about 49 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Developer.

### **IN FAVOUR OF**

Mr. Katteboina Srinivas, Son of Mr. K. Balaiah, aged about 47 years residing at Flat No. 308, Harivillu Apartments, Krishna Colony, Miryalaguda - 508 207, Nalgonda District, hereinafter referred to as the 'Purchaser'

The term Developer and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

For MODEREALTY (MIRYALAGUDA) LLF

Partner

Page 1



Wherever the Developer/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Purchaser shall be read and construed as 'She, Her, Herself or They, It'. These expressions shall also be modified and read suitably wherever the Developer//Purchaser is a Firm, Joint Stock Company or any Corporate Body.

### 1. DETAILS OF PLOT PURCHASED:

- 1.1. The Purchaser has purchased a plot of land in the Housing Project known AVR Gulmohar Homes forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana, vide registered sale deed from the Developer and the details of which are given in Annexure A (hereinafter referred to as the Scheduled Plot).
- 1.2. The Developer has agreed to sell the Scheduled Plot to the Purchaser on the condition that the Purchaser shall enter into an Agreement for Construction with the Developer for construction of a villa/house on the Scheduled Plot.
- 1.3. Accordingly the Purchaser had agreed to enter into this Agreement for Construction.
- 2. DETAIL OF THE VILLA BEING CONSTRUCTED
- 2.1. The Developer has agreed to construct a villa on the Scheduled Plot as per the details given herein and the Scheduled Plot of land along with the villa constructed thereon shall be referred to as Said Villa.
- 2.2. The plan of the Said Villa to be constructed shall be as per the Annexure B attached herein and the specifications shall be as per Annexure C attached herein, with such modifications and alterations as may be required or are deemed necessary by the Developer from time to time.
- 2.3. The Developer has provided plans of the Said Villa to the Purchaser along with details of carpet area and built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Said Villa. The consideration mentioned herein is the lumsum amount for the Said Villa. The Purchaser confirms that he shall not raise any objections on this count.

### 3. CONSIDERATION FOR CONSTRUCTION:

- 3.1. The Purchaser agrees to pay the Developer the consideration detailed in Annexure A for construction of the Said Villa and the payment shall be made in installments as detailed in Annexure A.
- 3.2. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Purchaser only and such costs do not form part of the agreed consideration mentioned in Annexure -A. The Purchaser shall pay stamp duty and/or registration charges as required for execution of this Agreement for Construction. In case the Purchaser fails to pay such stamp duty and/or registration charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

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- 3.3. It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the construction of the Scheduled Plot. Such charges shall not form a part of the consideration mentioned in Annexure A. In case the Purchaser fails to pay such taxes or charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.
- 3.4. That the Developer has agreed to construct the Said Villa as per plan and specifications given in Annexure B and Annexure C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 3.5. Interest on delayed payment, if any, shall be paid over and above the agreed consideration.

### 4. COMPLETION OF CONSTRUCTION:

- 4.1. The Developer agrees to deliver the Said Villa completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sft per month, being the average expected rent for the Said Villa. The Purchaser shall be entitled to such a compensation for delay in completion, if and only if, the Purchaser has paid the entire consideration to the Developer. The Purchaser agrees to limit their claims for delay in completion to the said amount.
- 4.2. The Developer shall not be responsible for delay in completion in case of delay in payment by the Purchaser. In case of delay in payment of installments by the Purchaser to the Developer, then the delay in payment in no. of days for each installment the payment has been delayed shall be added to the date of completion mentioned in Annexure A.
- 4.3. That upon completion of construction of the Said Villa the Developer shall intimate to the Purchaser the same at his last known address and the Purchaser shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Developer shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Developer or the respective society or Association. The Developer shall be entitled to recover such dues, if any, from the Purchaser.
- 4.4. That from the intimation as to possession or completion of the Said Villa or date of receipt of possession of the villa, whichever is earlier the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Said Villa including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Developer shall be entitled to recover such dues, if any, from the Purchaser.

For MODI REALTY (MIRYALAGUDA) LLP

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- 4.5. The Housing Project is proposed to be completed in phases and the schedule date of completion of the entire Housing Project may not have been specified. The Developer proposes to complete the Said Villa as given above along with the basic common amenities and utility services. The Purchaser shall not raise any objection to the non-completion or delay in completion of other villas as long as the Purchaser is able to enjoy possession of the Said Villa without any reasonable let or hindrance.
- 4.6. The Developer at his discretion may withhold the final finishing works like last coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Purchaser confirms his readiness to take possession of the Said Villa. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, it is agreed that the final finishing works shall be withheld to ensure that the completed villa is handed over to the Purchaser in a brand new condition.

#### 5. POSSESSION OF VILLA:

- 5.1. That the Purchaser shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the Said Villa before it is fully constructed and possession delivered unless he has made full payment of consideration along with other charges such as electricity, water, monthly maintenance, corpus fund, taxes, interest, etc., under and strictly according to this agreement.
- 5.2. The Purchaser shall be entitled to take possession of the Said Villa only on receipt of 'Letter of Possession' from the Developer. Any claim to possession made by the Purchaser without obtaining the Letter of Possession shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.
- 5.3. At the request of the Purchaser the Developer may give license to the Purchaser to enter the villa being purchaser by him for the purposes of installation of furniture and fixtures or for purposes like housewarming, before the Purchaser has paid the entire consideration and other charges to the Developer. The Purchaser shall not be entitled to claim possession of the Said Villa till such time all dues are cleared and such a license given by the Developer to enter the Said Villa cannot be construed as handing over of possession by the Developer to the Purchaser. Any claim to possession made by the Purchaser before clearing all the dues shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

### 6. FORCE MAJEURE:

- 6.1. That in event of any delay in the completion of the construction of the Said Villa and delivery of possession of the said villa by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., or by way of any order of a court, tribunal, statutory authorities, etc., the Developer shall not be held responsible. The Purchaser shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed.
- 6.2. 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 REALTY (MIRYALAGUDA) LUP

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# ANNEXURE- A

1.	Names of Purchaser:		Mr. Katteboina Srinivas			
2.	Purchaser's permanent residential address:		R/o. Flat No. 308, Harivillu Apartments, Krishna Colony, Miryalaguda - 508 207, Nalgonda District.			
3.	Sale deed executed by Developer in favour of Purchaser		Document no. 12 412 of 2019, dated 16.12.2019 regd. at S.R.O, Miryalaguda, Nalgonda District.			
4.	Type of villa		A1-Single - Type		7	
5.	No. of floors		Ground Floor Only			
6.	No. of bedrooms		2 - Bedrooms			
7.	Details of Said Villa:				٦	
	a. Villa no.:		60		٦	
	b. Plot are	a:	179 Sq. yds.		٦	
	c. Built-up area :		1250 Sft.		1	
	d. Carpet a	ırea	798 Sft.		T	
8.	Total conside	ration:	Rs. 16,50,000/- (Rupees Size	xteen Lakhs Fifty Thousand	1	
			Only)	•		
9.	Details of adv	ance paid:			1	
	and acknowle	edged by the Developer.	- Eight Thousand Only) and	ady received which is admitted		
10.	Balance Payn	Payment terms:				
	Installment	Due date	for payment	Amount	1	
	I	Within 7 days of complinternal plastering		6,46,000/-	1	
	II	Within 7 days of compl tiles, doors, windows, f	eting of flooring, bathroom irst coat of paint, etc.	6,46,000/-	1	
ļ	III	On completion		2,00,000/-	1	
11.	Scheduled date of completion: 31.07.2020			1		
12.	Description o	Description of the Scheduled Plot:				
	Gulmohar Ho	All that piece and parcel of land bearing plot no.60, admeasuring about 179 sq. yds, along with a villa constructed thereon having built up area 1250 sft. in the housing project named as "AVR Gulmohar Homes" forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana and bounded by:				
	North	by: Plot No. 59				
	South	by: Plot No. 61				
	East b	y: 30' wide road				
		West by: Plot No. 49				
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FOR MODI REALTY (MIRYALAGUDA) PLD

Partner

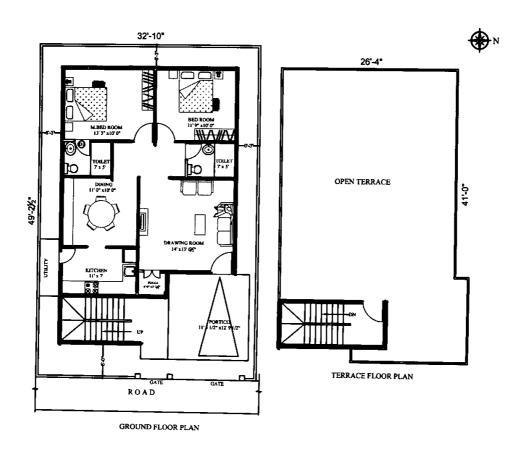
DEVELOPER

PURCHASER 3

Page 5

## ANNEXURE- B

Plan of the Said Villa:



For MODI REALTY (MIRYALAGUDA) LLP

Pertner

DEVELOPER

PURCHASER

### **ANNSEXURE - C**

### Specifications of Said Villa:

Item	Specifications	
Structure	RCC	
Walls	4"/6" solid cement blocks	
External painting	Exterior emulsion	
Interior painting	Smooth finish with OBD	
Flooring	Branded 2 x2 ft. vitrified Tiles	
Door frames	Wood (non-teak)	
Main door	Laminated / polished panel door	
Other doors	Painted panel doors	
Electrical	Copper wiring with modular switches	
Windows	Powder coated Aluminum sliding windows with grills	
Bathrooms	Branded ceramic tiles – 4/7ft height	
Plumbing	CPVC/PVC pipes.	
Sanitary	Branded sanitary ware	
CP fittings	Branded quarter turn ceramic disc type	
Kitchen platform	Granite slab with 2 ft dado and SS sink	

#### Note:

- 1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
- 2. Changes to external appearance and color shall not be permitted.
- 3. Fixing of grills to the main door or balconies shall not be permitted.
- 4. Change of doors or door frames shall not be permitted.
- 5. Changes in walls, door positions or other structural changes shall not be permitted.
- 6. Only select alterations shall be permitted at extra cost.
- 7. RCC lofts and shelves shall not be provided.
- 8. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Developer and subject to change from time to mime without prior notice.
- 9. The additions and alterations that may be permitted within the Scheduled Villa shall be at the sole discretion of the Developer and the Purchaser shall not raise any objections on this count.
- 10. The Purchaser shall be given an opportunity to visit the site for providing details like choice of colour of walls, bathroom tiles, etc. The Purchaser at his discretion may provide material like floor tiles, bathroom tiles, sanitary fitting, CP fitting, electrical switches, etc., to be installed in place of the material provided by the Developer. The Developer agrees to refund the cost of not providing the said materials to the Purchaser. The Purchaser shall record the additions and alterations that he wishes to make at site and such a record shall be jointly signed by the Purchaser and the Developer's engineer. The additions and alterations shall be carried out strictly as per the recorded alterations. The Purchaser will deliver such material, if any, to the site at its cost by the agreed date. Any delay in completion of the Scheduled Villa for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the villa.

For MODI REALTY (MIRYALAGUDA) LLP

DEVELOPER

Partner

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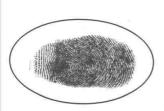
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### **DEVELOPER:**

M/S. MODI REALTY (MIRYALAGUDA) LLP HAVING ITS OFFICE AT 5-4-187/3 & 4 SOHAM MANSION, II FLOOR M. G. ROAD, SECUNDERABAD – 500 003 DULY REP. BY ITS MANAGING PARTNER:-MR. SOHAM MODI, S/O. LATE SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25 JUBILEE HILLS, HYDERABAD.





# GPA / SPA FOR PRESEING DOCUMENTS VIDE DOC NO.53/BK-IV/2018, DATED 25.05.2018 REGD. AT SRO, SECUNDERABAD:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. AT 5-4-187/3 & 4 SOHAM MANSION 2<sup>ND</sup> FLOOR, M. G. ROAD SECUNDERABAD.





### PURCHASER:

MR. KATTEBOINA SRINIVAS S/O. MR. K. BALAIAH R/O. FLAT NO. 308, HARIVILLU APARTMENTS KRISHNA COLONY MIRYALAGUDA - 508 207 NALGONDA DISTRICT.

SIGNATURE OF WITNESSES:

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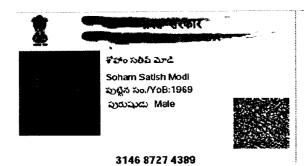
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FOL MODI REALTY (MIRYALACHDA) LLP

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER



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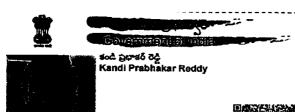
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S/O: Satish Modi, plot no-280, road no-25, near peddamma temple jubilee hills, Khairatabad, Banjara Hills, Hyderabad Andhra Pradesh, 500034

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For MODI REALTY (MIRYALAGUDA)

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## WITNESS:

MR. B. SRINWAS S/o. me. B. SAILU R/O. 7-1534/1 BANGARU GADON MIRYALAGUDA

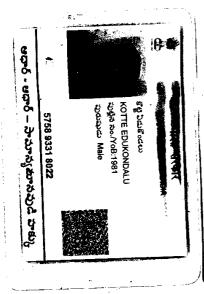




MR. K. EDUKONDALU So. MR. K. VENKAIAH R/o. 8-5/2, SEETHARAMPURAM MIRYALAGUDA.

# SIGNATURE OF WITNESSES:

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### భారత ప్రభుత్వం

Government of India



బద్ధి శ్రీనివాసు BADRI SRINIVASU రండ్లి : సాయిలు బడ్రి Father : SAILU BADRI పుట్టిన **3**ద / DOB : 13/11/1975 ಭುడು / Male



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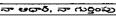
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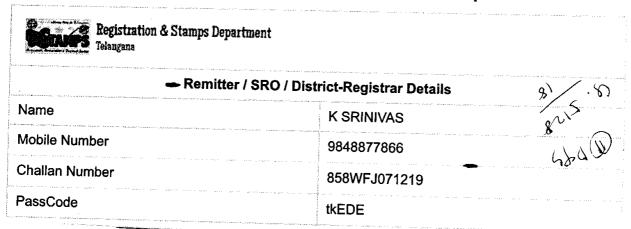






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