SCANNEY DOC. NO. 12542/19



මීළුරු तेलंगाना TELANGANA

Sl.No. 1178 Dt: 26-06-2019

Sold to: RAMESH

S/o. Late NARSING RAO

For Whom: NILGIRI ESTATES

G 315760

K.SATISH KUMAR
LICENSED STAMP VEND OR
LIC No.16-05-059/2012,
R.No.16-05-025/2018
Plot No.227, Opp.Back Gale
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

# AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 4<sup>th</sup> day of July 2019 at Keesara, Medchal-Malkajgiri District by and between:

- 1. M/s. NILGIRI ESTATES {Pan No.AAHFN0766F}, 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 Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad {Pan No. ABMPM6725H}.
- 2. M/s. MODI & MODI CONSTRUCTIONS {AAKFM7214M}, 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 Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad {Par No. ABMPM6725H}.

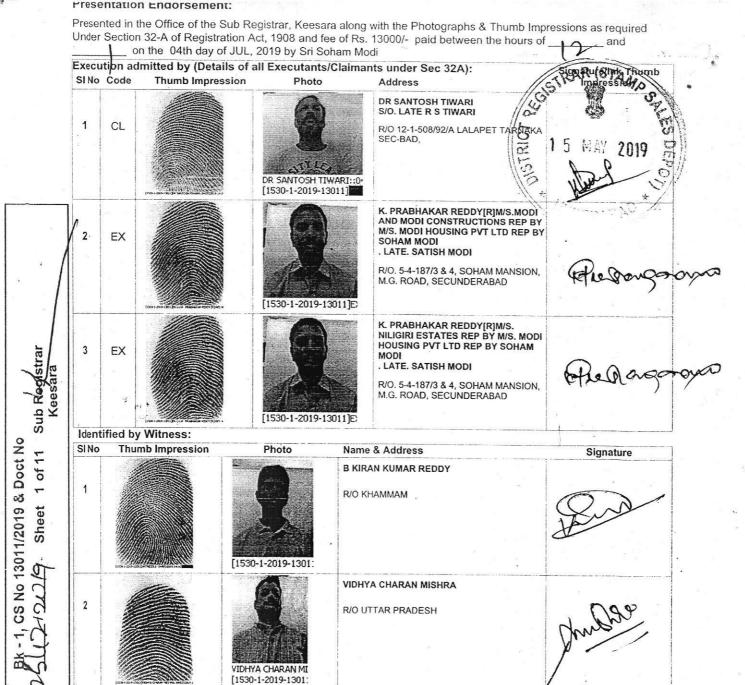
hereinafter referred to as the Developer and severally as Vendor No. 1 and Vendor no. 2, respectively.

For Nilgiri Estates & Modi Constructions

Authorised Bep. SOHAM MODI

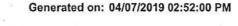
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Page 1



04th day of July,2019

Signature of Sub Registrar Keesara









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Sl.No. 119 Dt: 26-06-2019

Sold to: RAMESH

S/o. Late NARSING RAO

For Whom: NILGIRI ESTATES

G 315 773

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-025/2018
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

# AND

Mr. Dr. Santosh Tiwari, Son of Late R. S. Tiwari, aged about 40 years, Occupation: Service residing at Flat No. 202, 2<sup>nd</sup> Floor, Tiruppavai Nilayam, H. No. 12-1-508/92/A/1, La lapet, Tarnaka, Secunderabad - 500 017, 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.

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.

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Authorised Rep. SOHAM MODI

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respect of this Instrument. Description In the Form of ppisci Pay Order Stamp Challan Stamp Duty Fee/Duty Cash E-Challan Papers u/S 41of IS Act u/S 16 of IS act Stamp Duty 0 0 50 12900 0 **Transfer Duty** NA 0 0 0 0 Reg. Fee NA 0 13000 0 0 **User Charges** 0 0 NA 100 0 Total 50 0 26000 0 0

Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in

Rs. 12900/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 13000/- towards Registration Fees on the chargeable value of Rs. 2600000/- was paid by the party through E-Challan/BC/Pay Order No ,710BZI040719 dated ,04-JUL-19 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 26000/-, DATE: 04-JUL-19, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 3032274107909, PAYMENT MODE:NB-1000200, ATRN: 3032274107909, REMITTER NAME: K. PRABJAKAR REDDY, EXECUTANT NAME: NILGIRI ESTATES REP BY SOHAM MODI, CLAIMANT NAME: DR. SANTOSH TIWARI).

Date:

Endorsement:

Signature of Registering Officer Keesara

04th day of July,2019

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#### 1. DETAILS OF PLOT PURCHASED:

- 1.1. The Purchaser has purchased a plot of land in the Housing Project known as Nilgiri Estate, forming a part of Sy. Nos.75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District) 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 of 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.

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Authorised Rep. SOHAM MODI

Page 3



- 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. 5/- 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 delayeds hall 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, break age, 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 recept 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.

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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 curnot 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 tresps sing 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 delivers of possession of the said villa by reason of non-availability of essential inputs like cement, sted etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any differently arising from any Government ordinances, legislation or notification by the Government or cal 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 Nilgiri Estates &

Modi & Modi Constructions

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## ANNEXURE- A

1.	Names of Pure	chaser:	Mr. Dr. Santosh Tiwari	Mr. Dr. Santosh Tiwari	
2.	Purchaser's permanent residential address:		R/o. Flat No. 202, 2 <sup>nd</sup> Floor Tiruppavai Nilayam, H. No. 12-1-508/92/A/1, Lalapet, Tarnaka, Secunderabad - 500 017.		
3.	Sale deed executed by Developer in		Document no.   2 541 of 2019, dated 04.07.2019		
	favour of Purchaser		registered at SRO, Keesara, Medchal-Malkajgiri District.		
4.	Type of villa		AA1 – Duplex		
5.	No. of floors		Ground Plus First Floor		
6.	No. of bedrooms		<b>4</b> - Bedrooms	4- Bedrooms	
7.	Details of Said Villa:			× 1	
	a. Villa no.:		166		
	b. Plot area:		150 Sq. yds.		
	c. Built-up area:		2170 Sft.		
	d. Carpet area		1843 Sft.		
	Total sale consideration:		Rs. 26,00,000/- (Rupees Twenty Six Lakhs Only)		
8.					
9.	Rs.22,58,800 already receiv	/-(Rupees Twenty Twed which is admitted	vo Lakhs Fifty Eight Thousar and acknowledged by the devel	• • • • • • • • • • • • • • • • • • • •	
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9.	Rs.22,58,800 already received Payment term Installment I	/-(Rupees Twenty Tweed which is admitted as:  Due do not complete on of floor of paint etc.,	and acknowledged by the development	Amount 1,41,200/-	
9.	Rs.22,58,800 already received Payment term Installment I	/-(Rupees Twenty Tweed which is admitted as:  Due do not complete to of paint etc.,  On completion	and acknowledged by the development ate for payment poring, doors, windows, I coat 30.10.2019	Amount 1,41,200/-	
9.	Rs.22,58,800 already received Payment term Installment  I II Scheduled da Description of All that piece a villa const "Nilgiri Esta Keesara Mar	/-(Rupees Twenty Tweed which is admitted as:  Due do On completion of floor of paint etc.,  On completion te of completion:  of the Scheduled Villater and parcel of land be ructed thereon having the forming part of Sindal, Medchal-Malka	and acknowledged by the development ate for payment poring, doors, windows, I coat 30.10.2019	Amount 1,41,200/- 2,00,000/- about 150 sq. yds, along with the housing project known as to 100/2 of Rampally Village	
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9.	Rs.22,58,800 already received Payment term Installment  I II Scheduled da Description of All that piece a villa const "Nilgiri Esta Keesara Mar	/-(Rupees Twenty Tweed which is admitted as:  Due do On completion of floor of paint etc.,  On completion te of completion:  of the Scheduled Villa and parcel of land be ructed thereon having terming part of sendal, Medchal-Malkadd in the plan annexed land.	and acknowledged by the development poring, doors, windows, I coat  30.10.2019  2 earing plot no.166 admeasuring built up area 2170 sft, in the Sy. Nos. 75, 77, 78, 79, 96 & jgiri District (formerly knownereto and bounded on:  o. 165	Amount 1,41,200/- 2,00,000/- about 150 sq. yds, along with the housing project known as to 100/2 of Rampally \i lage.	
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M/s. Nilgiri Estates & M/s. Modi & Modi Constructions rep. by its Partner M/s. Modi Housing Pvt. Ltd., rep. by its authorized signatory i-Estates &

Modie Modi Constructions

Authorised Rep. SOHAM MOOI

DEVELOPER

PURCHASER

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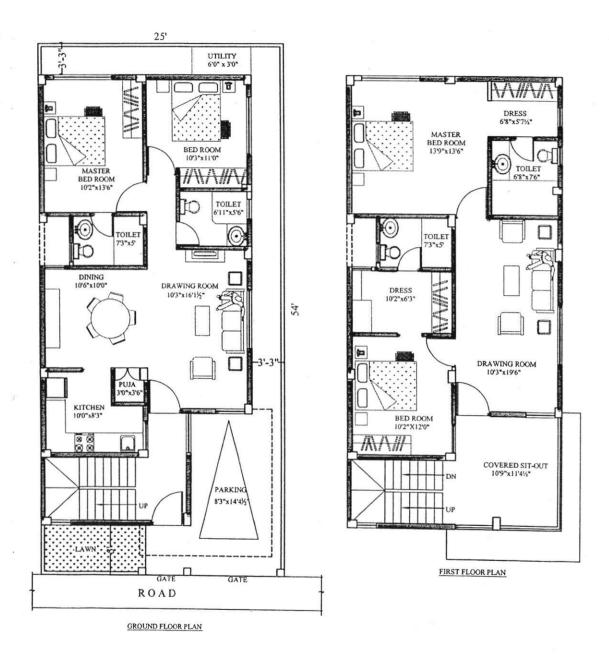
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# **ANNEXURE-B**

Plan of the Said Villa:





M/s. Nilgiri Estates & M/s. Modi & Modi Constructions rep. by its Partner M/s. Modi Housing Pyt. Ltd.,

rep. by its authorized signatory [Nodi & Modi Constructions

DEVELOPER Rep. SOHAM MOOI

PURCHASE



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#### ANNEXURE - C

# Specifications of Said Villa:

Item	Specifications		
Structure	RCC		
Walls	Cement blocks		
External painting	Exterior emulsion		
Interior painting	Smooth finish with OBD		
Flooring	Branded 2 x 2 ft vitrified Tiles		
Main door	Wood with polished panel door		
Internal door frames	Wood with paint		
Door shutters	Painted panel doors with dorset hardware		
Windows	Aluminium sliding windows		
Sanitary	Cera /Parryware / Hindware or equivalent brand		
CP fittings	Branded quarter turn		
Bathrooms	Branded designer tiles upto 7ft.		
Kitchen	Granite slab with 2 ft dado and SS sink		
Electrical	Copper wiring with modular switches		
Plumbing	UPVC /CPVC/ PVC pipes.		

#### 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 Said 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 oor 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 acceddate. Any delay in completion of the Said Villa for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the villa.

M/s. Nilgiri Estates & M/s. Modi & Modi Constructions rep. by its Partner M/s. Modi Housingt Pvt&Ltd.,

rep by its authorized signatory -& Modi Constructions

Authorised Rep. SOHAM MODI

PURCHASER

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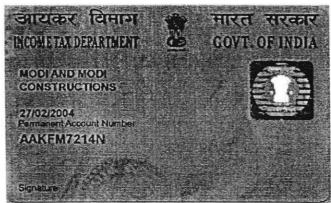
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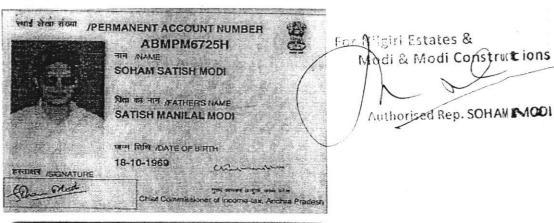


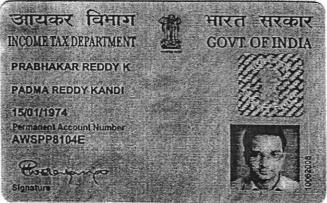


#### **VENDOR or DEVELOPER:**









Aadhaar No 3287 6953 9204

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#### DEVELOPER:

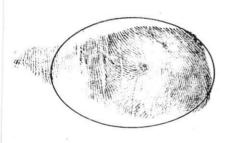
M/S. NILGIRI ESTATES
&
M/S. MODI & MODI CONSTRUCTIONS
HAVING ITS OFFICE AT 5-4-187/3 & 4
III FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD
REP. BY ITS PARTNER:M/S. MODI HOUSING PVT. LTD. REP BYITS
AUTHORISED SIGNATORY:
MR. SOHAM MODI, S/O. LATE SATISH MO DI





# GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 05/BK-IV/2019, DATED: 21.0 1.2019 AT SRO, SECUNDERABAD:

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.





#### **PURCHASER:**

MR. DR. SANTOSH TIWARI S/O. LATE R. S. TIWARI R/O. FLAT NO. 202, 2<sup>ND</sup> FLOOR TIRUPPAVAI NILAYAM H. NO. 12-1-508/92/A/1 LALAPET, TARNAKA SECUNDERABAD - 500 017.

SIGNATURE OF WITNESSES:

1. Du

2. Anisho

For Nigiri Estates & Modi Constructions

Authorised Rep. SOHAM NEO!

SIGNATURE OF THE DEVEL PER

SIGNATURE OF THE PURCIASER



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Keesara

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#### భారత స్థాహిత్వం GOVERNMENT OF INDIA

బీరవెల్లి కిరణ్ కుమార్ రెడ్డి Beeravelly Kiran Kumar Reddy



వుట్లిన సంవచ్చుకం/Year of Birth 2000 ప్రభుమం/ Male

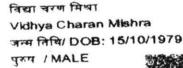


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# HITH HOUSE SECTION





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bp @ ukdael.gov.in

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# भारतीय विशिष्ट पष्टचान प्राधिकरण अवटणसङ्ख्यान्यसम्बद्धसमम

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