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S.No. 223 Date: 16-01-2021

Sold to: Mrs. ANIREDDY VASUDHA REDDY

W/o_Late Shri. VEERA REDDY For Whom: SELF & OTHERS

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K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-029/2021

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 21st day of January 2021 at S.R.O, Miryalaguda, Nalgonda District by and between:

Smt. Anireddy Vasudha Reddy, W/o. Late Veera Reddy aged about 56 years, Occupation: House wife, resident of Flat No. A-402, Aditya Hilltop, Road No. 82, Jubilee Hills, Filmnagar Sub-Port, Hyderabad – 500 096, hereinafter referred to as the "Vendor".

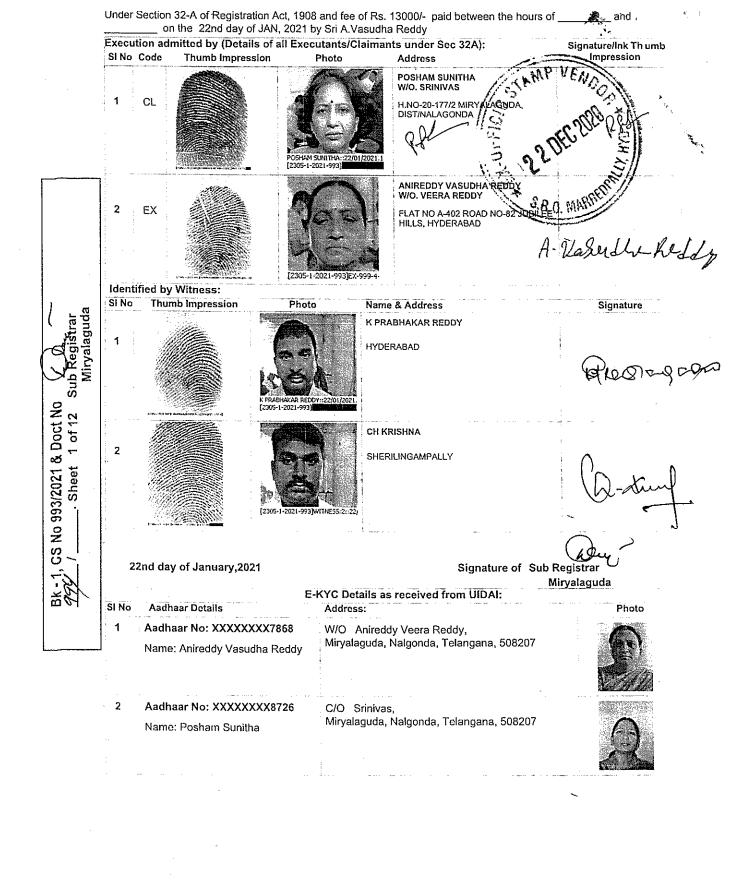
<u>AND</u>

Mrs. Posham Sunitha, Wife of Mr. Posham Srinivas, aged about 40 year residing at H. No. 20-177/2, Doctors Colony, Miryalaguda, Nalgonda - 508 207, hereinafter referred to as the 'Buyer'

The term Vendor and Buyer shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

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WHEREAS:

- A) Whereas the Vendor has given on development to M/s. Modi Realty (Miryalaguda) LLP, a registered Limited Liability Partnership (hereinafter referred as the Builder) land admeasuring Ac.6-18 gts., forming Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgorida District, Telangana (hereafter referred as 'Schedule Land') by virtue of Joint Development Agreement dated 24.12.2016 registered as document no. 242/2017 with SRO, Miryalguda. The Builder has purposed to develop 91 villas on the Schedule Land and for which it has obtained permit for construction from DTCP and Miryalaguda Municipality in file no. 2817/2016/H vide permit no. B.P. No. 111/2016/H. The purposed project of development is name as 'AVR Gulmohar Homes'.
- B) The Buyer has purchased plot of land bearing plot no. 7, admeasuring 179 sq. yds. under a Sale Deed dated 21.01.2021 registered as document no. 993/2021, in the Office of the Sub-Registrar, Miryalguda in the said project. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction with the Vendor for construction of a villa on the plot of the land.
- C) The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 7 and also about the capacity, competence and ability of the Vendor to construct the villa thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of AVR Gulmohar Homes.
- D) The Buyer is desirous of having a villa constructed for him by the Vendor on plot of land bearing no. 7 as a part of the development project taken up by the Vendor and the Vendor is willing to undertake the said construction of the villa.
- E) The Buyer as stated above had already purchased the plot of land bearing no. 7 and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed dated 21.01.2021 referred herein above are and shall be interdependent Agreements.
- F) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the villa and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Vendor shall construct for the Buyer a deluxe villa admeasuring 2340 sq. ft. of built-up area on plot of land bearing plot no. 7 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs.26,00,000/-(Rupees Twenty Six Lakhs Only).
- 2. The Buyer already paid an amount of Rs.26,00,000-(Rupees Twenty Six Lakhs Only) before entering this agreement which is admitted and acknowledged by the Vendor.
- 3. That the Buyer shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on or before the due dates.

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	Description of Fee/Duty	In the Form of						
		Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	To tal
:	Stamp Duty	100	0	12900	0	0	0	13000
	Transfer Duty	NA	0	0	0	0	0	0
	Reg. Fee	NA	0	13000	0	0	0	13000
	User Charges	NA	0	100	0	0	0	100
4+	Total	100		26000	0	0	0	26 100

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 ,547VIV281220 dated

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 26000/-, DATE: 28-DEC-20, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 6899736256212, PAYMENT MODE: NB-1001138, ATRN: 6899736256212, REMITTER NAME: POSHAM SUNITHA, EXECUTANT NAME: MODI REALTY MIRYALAGUDA LLP, CLAIMANT NAME: POSHAM SONITHA);

22nd day of January,2021

Signature of Registering Officer

Miryalaguda

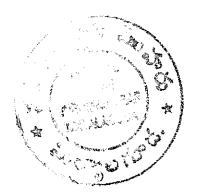
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No 993/2021 & Doct No Sheet 2 of 12

- 4. In case the Scheduled Property is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned 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 Property, notwithstanding the installments and due dates mentioned above.
- 5. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Buyer. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date.
- 6. That 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 Vendor 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 Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 7 to the Vendor for the purpose of construction of the villa.
- 8. The Vendor shall construct the villa in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 9. The Vendor 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 Vendor.
- 10. The Vendor shall complete the construction of the villa and handover possession of the same on or before 31.03.2021, with a further grace period of 6 months. However, the Vendor shall not be liable and responsible if they are unable to construct and deliver the possession of the said villa 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 or account of any other reasons which are beyond the control of the Vendor 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.
- 11. The Vendor upon completion of construction of the villa 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 villa 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 Vendor shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.

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- 12. The Vendor has conveyed to the Buyer that different villas shall be completed at different times. It is not possible for the Vendor to maintain each villa in a brand new condition for weeks or months and therefore minor works like final coat of paint, polish, installation of CP and sanitary ware, etc., may not be completed. Such works shall be completed only when the Buyer is ready to take possession and has cleared all his/her dues. These minor works shall be completed within 15 days of receipt of dues by the Vendor. The Buyer has agreed to the same and shall not raise any objection in this regard.
- 13. The Buyer upon taking possession of the villa shall own and possess the same absolutely and to the exclusion of the Vendor and shall have no claims against the Vendor on any account including any defect in the construction. The Buyer undertakes to give a list of complaints and corrections in writing to the Vendor after payment of all dues and before taking possession of his/her villa. The Vendor undertakes to rectify or make the corrections suggested by the Buyer, that are well within its scope of work, within 15 days after clearing all dues.
- 14. The Buyer upon receipt of the completion intimation from the Vendor as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges form electricity, water and other services and outgoings payable in respect of the said villa.
- 15. That the Buyer shall not be allowed to alter any portion of the villa that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 5 years from date of handing over possession of the completed villa or till the end of year 2024, whichever is later and all the villas in the project of AVR Gulmohar Homes shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Buyer shall not raise any obstructions / objections..
- 16. The Vendor shall deliver the possession of the completed villa together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Vendor.
- 17. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 AVR Gulmohar Homes.
- 18. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the villa nor shall the Buyer make any additions or alterations in the villa without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the AVR Gulmohar Homes.
- 19. 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 AVR Gulmohar Homes project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Vendor 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 Vendor. 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.

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- 20. The Vendor shall have the right to construct other villas and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of AVR Gulmohar Homes and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of AVR Gulmohar Homes shall be enjoyed jointly in common by the occupants, Vendors or the Buyers of the respective villas without any hindrance or objection of any kind whatsoever.
- 21. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, GST or any other similar levy that may become leviable with respect to the construction of the villa under this agreement, or the sale deed.
- 22. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association.
- 23. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the AVR Gulmohar Homes and shall abide by its rules. Until the society / association is formed the Buyer shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor/Developer. If the Buyer ever fails to pay maintenance charges for his/her house, the association / Vendor shall be entitled to disconnect and stop providing all or any services to the Scheduled Property including water, electricity, etc. The Buyer shall pay a sum of Rs. 30,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed Villa..
- 24. Any delay or indulgence on the part of the Vendor 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 Vendor of any breach or non compliance of any of the terms and conditions of this agreement by the Vendor nor shall the same prejudice the rights of the first party in any manner.
- 25. The Buyer hereby covenants and agrees with the Vendor that if he fails to abide with the terms and conditions of this agreement the Vendor shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Vendor upon such cancellation shall be entitled to forfeit a sum equivalent to 10% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Vendor. The Vendor shall further be entitled to allot, convey, transfer and assign the said villa to any other person of their choice and only thereafter, the Vendor will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.

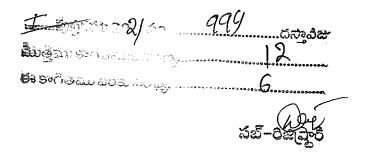
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- 26. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the villa. However, even if such conditions are not laid down expressively by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.
- 27. That the Buyer or any person through him shall keep and maintain the villa in a decent and civilized manner and shall do his part in maintaining the living standards of the villas at a very high level. The Buyer shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the AVR Gulmohar Homes. To achieve this objective the Buyer, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the villa for any illegal, immoral, commercial & business purposes. (c) Use the villa in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the AVR Gulmohar Homes (d) Store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the villas (g) install cloths drying stands or other such devices on the external side of the villas (h) plant trees within the plot that are not authorized by the Vendor/Developer / Association (i) change the design of compound wall or install a gate (j) change the color of the villa (k) add cladding, tiles, texture, etc., to the external side of the building (1) store material in parking area, balconies, terrace that affect the external appearance of the villa (m) place shoe racks, pots, plants or other material on the compound wall or drive way of footpath.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.

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SCHEDULED PROPERTY

Al 1 that piece and parcel of land bearing plot no. 7, admeasuring about 179 sq. yds, along with a villa comstructed thereon, having built up area 2340 sft in the housing project named as "AVR Gulmohar Homes" forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Te-langana, marked in red in the plan and specifications mentioned annexed hereto as Annexure-A and Arnexure -B respectively and bounded on:

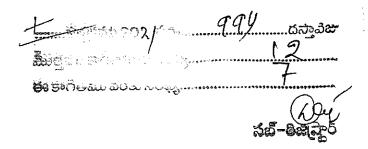
North	Plot No. 06	
South	30' wide road	
East	30' wide road	
West	40' wide road	

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned abeove by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

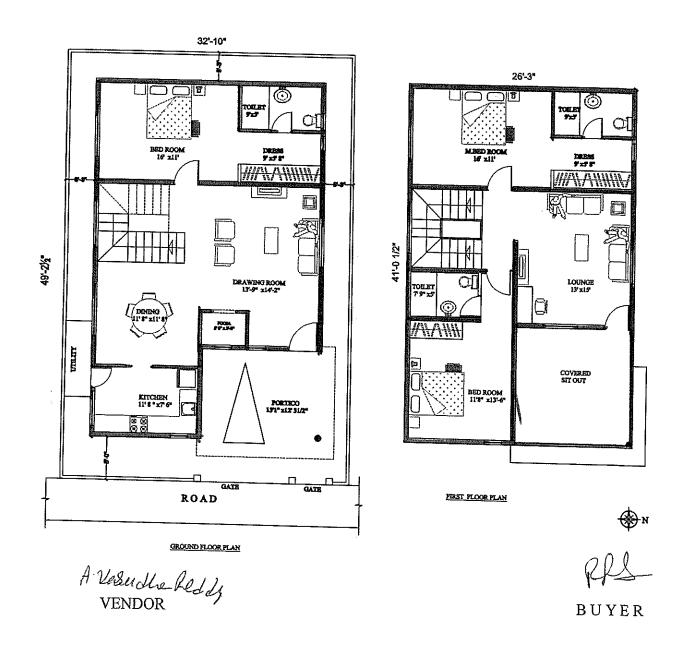
1. Plating

BUYER.





Plan of the Said Villa:





ANNEXURE – B

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:

- 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.

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BUYER



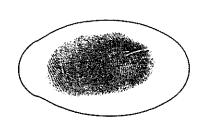
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE**

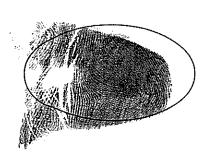
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





VENDOR:

SMT. ANIREDDY VASUDHA REDDY W/O. LATE VEERA REDDY R/O.FLAT NO. A-402 ADITYA HILLTOP, ROAD NO. 82 JUBILEE HILLS FILMNAGAR SUB-PORT HYDERABAD - 500 096.





BUYER:

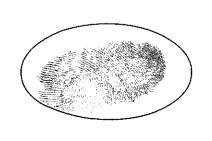
MRS. POSHAM SUNITHA W/O. MR. POSHAM SRINIVAS R/O. H. NO. 20-177/2 **DOCTORS COLONY** MIRYALAGUDA NALGONDA - 508 207.





WITNESS:

1. MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. 5-4-187/3 & 4 SOHAM MANSION M. G. ROAD SECUNDERABAD.



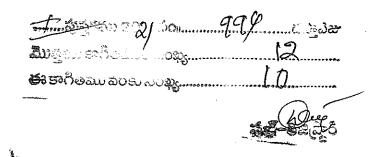


2. MR. CH. KRISHNA S/O. LATE CH. NARSAIAH R/O. 5-4-187/3 & 4 SOHAM MANSION M. G. ROAD SECUNDERABAD.

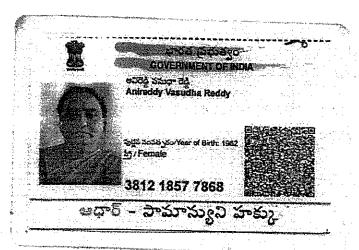
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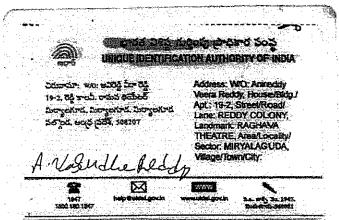
A. Vasudhe Reddy SIGNATURE OF THE VENDOR

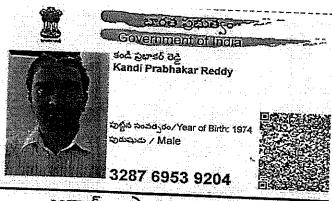
SIGNATURE OF THE BUYER









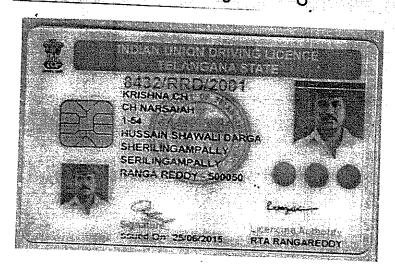


ఆధార్ – సామాన్యుని హక్కు

నమోదు సంఖ్య / Enrollment Ño. : 1027/28203/00049

To Kandi Prabhakar Reddy కండి ప్రభాకర్ రెడ్డి 2-3-64/10/24 1FLOOR KAMALA NILAYAM JAISWAL COLONY Amberpet Amberpet,Hyderabad Andhra Pradesh - 500013

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मारत सरकार



వెళం సువీత Posam Sunitha పుట్టిన సం./YoB:1982 స్త్రీ Female



5469 6418 8726

ఆడార్ - ఆధార్ – సామాన్యమానవుడి హక్క్రు



मारतीय विशिष्ट पहचान प्राधिकरण ADDN १० ४ सामस्यास्य NOTTA STEVAGO, BUODING

చిరునామా:

2-177, ఇస్త్రేంపుర, మిర్యాల

ಗುಡ ಮಿರ್ವಾಲಗುಡ,

మిర్యాలగూడ, సల్గొండ ఆంధ్ర ప్రదేశ్, 508207 Address:

2-177, ESLAMPURA, MIRYALA GUDA Miryalaguda, Miryalguda, Nalgonda

Andhra Pradesh, 508207

- Aadhaar - Aam Aadmi ka Adhikar

> SUB-RECOTERAR METALLACIETIA



Government of Telangana Registration And Stamps Department

Payment Details - Office Copy - Generated on 22/01/2021, 12:43 PM

SRO Name: 2305 Miryalaguda

Receipt No: 1036

Receipt Date: 22/01/2021

AGREEMENT

2600000

DD No:

DD Dt:

Bank Branch:

allan Bank Name: HDFS

E-Challan Bank Branch:

	Amount Paid By				
	Cash	Challan	DD	E-Challan	
				13000	
				12900	
		•		· 100	
2				26000	
X THOUSAND ON	LY				
		Cash X THOUSAND ONLY	Cash Challan	Amount Paid By Cash Challan DD	

Prepared By: NAYAKDS



Signature by SR



Government of Telangana **Registration And Stamps Department**

Payment Details - Citizen Copy - Generated on 22/01/2021, 12:43 PM

SRO Name: 2305 Miryalaguda

Receipt No: 1036

Receipt Date: 22/01/2021

Name: A.VASUDHA REDDY

Transaction: DEVELOPMENT AGREEMENT OR CONSTRUCTION

CS No/Doct No: 993 / 2021

E-Challan No: 547VIV281220

Chargeable Value:

Bank Name:

Challan No:

Challan Dt:

E-Challan Dt: 28-DEC-20