

भारतीय गैर न्यायिक

पचास
रुपये

रु.50



INDIA

FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 11181 Dt: 26-06-2019

Sold to: RAMESH

S/o. Late NARSING RAO

For Whom: NILGIRI ESTATES

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

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 4th 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 {Pan No. ABMPM6725H}.

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

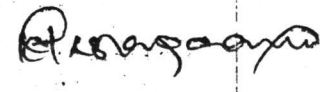
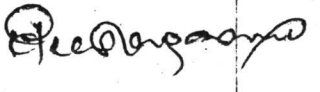
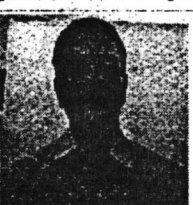
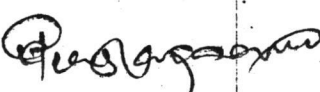
For Nilgiri Estates &
Modi & Modi Constructions

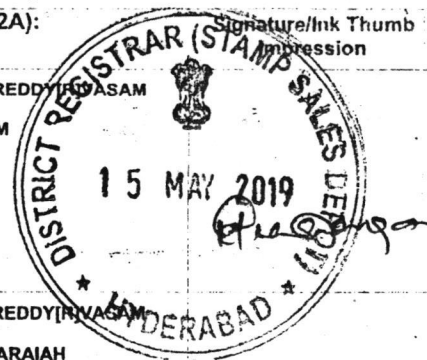
Authorised Rep. SOHAM MODI

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Keesara along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 9125/- paid between the hours of 3 and on the 04th day of JUL, 2019 by Sri Soham Modi

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 [1530-1-2019-13009]C	K PRABHAKAR REDDY (R) VASAM UMARANI VASAM, SATYAM	
2	CL		 [1530-1-2019-13009]C	K PRABHAKAR REDDY (R) VASAM SATYAM LATE V SHANKARAI AH	
3	EX		 [1530-1-2019-13009]E	K. PRABHAKAR REDDY (R) M/S. MODI AND MODI CONSTRUCTIONS REP BY M/S. MODI HOUSING PVT LTD REP BY SOHAM MODI LATE. SATISH MODI R/O. 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD	
4	EX		 [1530-1-2019-13009]E	K. PRABHAKAR REDDY (R) M/S. NILIGIRI ESTATES REP BY M/S. MODI HOUSING PVT LTD REP BY SOHAM MODI LATE. SATISH MODI R/O. 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD	

**Identified by Witness:**

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 [1530-1-2019-13009]	B KIRAN KUMAR REDDY R/O KHAMMAM	
2		 [1530-1-2019-13009]	SANTOSH KUMAR TIWARI R/O LALAGUDA SEC BAD	

04th day of July, 2019

Signature of Sub Registrar
Keesara

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తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 11182 Dt: 26-06-2019

Sold to: RAMESH

S/o. Late NARSING RAO

For Whom: NILGIRI ESTATES

G 315764

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

IN FAVOUR OF

1. Mr. Vasam Satyam, Son of Late V. Shankaraiah, aged about 56 years, Occupation: Service
2. Mrs. Vasam Umarani, Wife of Mr. Vasam Satyam aged about 49 years both are residing at Plot No. 11(B), Madhura Nagar, Road No. 5, Neredmet, Secunderabad - 500 056, 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.

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI

Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Stamp Duty u/S 16 of IS act	Stamp Duty u/S 16 of IS act	Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	Stamp Duty u/S 16 of IS act			
Stamp Duty	50	0	9025	0	0	0	0	0	0
Transfer Duty	NA	0	0	0	0	0	0	0	0
Reg. Fee	NA	0	9125	0	0	0	0	0	9125
User Charges	NA	0	100	0	0	0	0	0	100
Total	50	0	18250	0	0	0	0	0	18300



Rs. 9025/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 9125/- towards Registration Fees on the chargeable value of Rs. 1825000/- was paid by the party through E-Challan/BC/Pay Order No ,438GZJ020719 dated ,02-JUL-19 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 18250/-, DATE: 02-JUL-19, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 4047579309119,PAYMENT MODE:CASH-1000200,ATRN:4047579309119,REMITTER NAME: MR VASAM SATYAM,EXECUTANT NAME: NILGIRI ESTATES,CLAIMANT NAME: MR VASAM SATYAM).

Date:

04th day of July,2019

Signature of Registering Officer
Keesara

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I hereby certify that the above mentioned instrument is duly registered and the amount of Rs. 18250/- has been received from the party through E-Challan/BC/Pay Order No ,438GZJ020719 dated ,02-JUL-19 of ,SBIN/

M.Y. RAJAN
Sub Registrar
Keesara

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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.

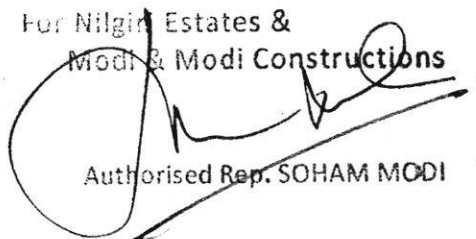
2. DETAIL OF THE VILLA BEING CONSTRUCTED

- 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 lumpsum 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 Nilgiri Estates &
Modi & Modi Constructions
Authorised Rep. SOHAM MODI





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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:

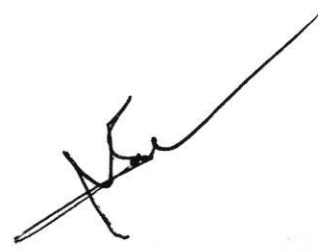
4.1. The Developer agrees to deliver the Said Villa completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 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 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 Nilgiri Estates &
Modi & Modi Constructions
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Keesara

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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.

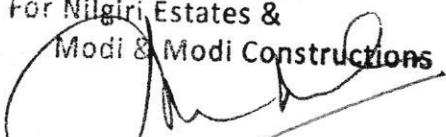
5.2. The Purchaser shall be entitled to take possession of the Said Villa only on receipt of 'Letter of Possession' from the Developer. Any claim to possession made by the Purchaser without obtaining the Letter of Possession shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

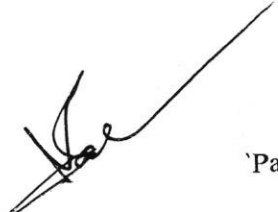
5.3. At the request of the Purchaser the Developer may give license to the Purchaser to enter the villa being purchased by him for the purposes of installation of furniture and fixtures or for purposes like housewarming, before the Purchaser has paid the entire consideration and other charges to the 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 Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI



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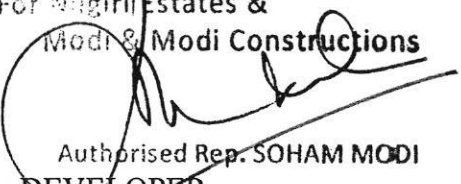
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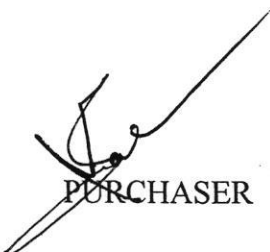


ANNEXURE- A

1.	Names of Purchaser:	1. Mr. Vasam Satyam 2. Mrs. Vasam Umarani
2.	Purchaser's permanent residential address:	R/o. Plot No. 11(B), Madhura Nagar, Road No. 5, Neredmet, Secunderabad - 500 056.
3.	Sale deed executed by Developer in favour of Purchaser	Document no. <u>12537</u> of 2019, dated 04.07.2019 registered at SRO, Keesara, Medchal-Malkajgiri District.
4.	Type of villa	AA1 - Single
5.	No. of floors	Ground Floor Only
6.	No. of bedrooms	2BHK
7.	Details of Said Villa :	
	a. Villa no.:	92
	b. Plot area:	150 Sq. yds.
	c. Built-up area :	1175 Sft.
	d. Carpet area	719 Sft.
8.	Total sale consideration:	Rs. 18,25,000/-(Rupees Eighteen Lakhs Twenty Five Thousand Only)
9.	Details of advance paid:	
	Rs. 18,25,000/-(Rupees Eighteen Lakhs Twenty Five Thousand Only) already received which is admitted and acknowledged by the developer by way of receipts.	
10.	Scheduled date of completion:	30.10.2019
11.	<u>Description of the Scheduled Villa:</u> All that piece and parcel of land bearing plot no.92, admeasuring about 150 sq. yds, along with a villa constructed thereon having built up area 1175 sft, in the housing project known as "Nilgiri Estate" forming 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) marked in red in the plan annexed hereto and bounded on: North Plot No. 91 South Plot No. 93 East 40' wide road West Plot No. 107	

M/s. Nilgiri Estates & M/s. Modi & Modi Constructions
rep. by its Partner M/s. Modi Housing Pvt Ltd.,
rep. by its authorized signatory:-

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI
DEVELOPER


PURCHASER

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Keesara

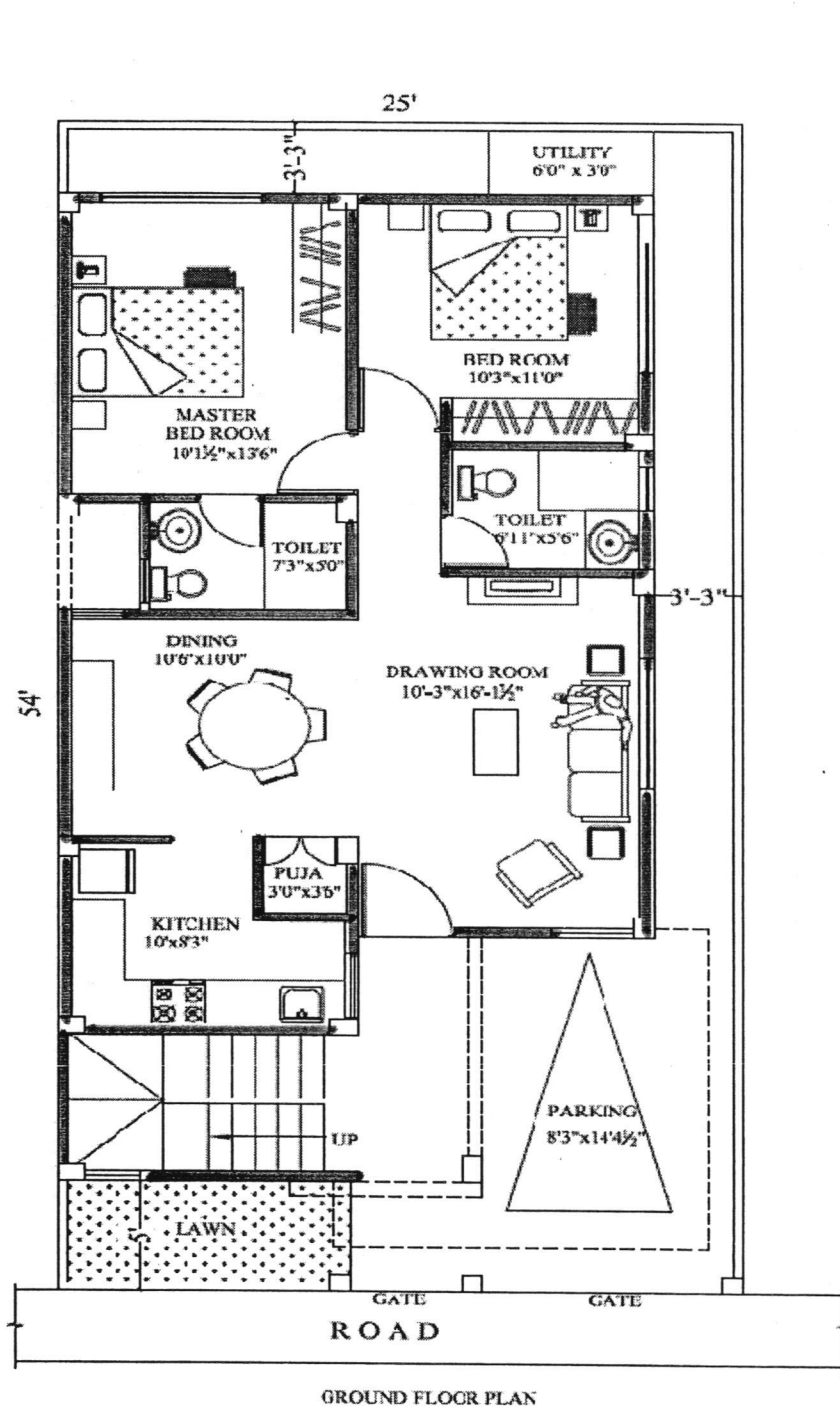


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ANNEXURE- B

Plan of the Said Villa:



M/s. Nilgiri Estates & M/s. Modi & Modi Constructions
rep. by its Partner M/s. Modi Housing Pvt Ltd.,
rep. by its authorized signatory: Nilgiri Estates &

Modi & Modi Constructions

Authorised Rep. SOHAM MODI
DEVELOPER

PURCHASER

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Sub Registrar

Keesara



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