

ಪ್ರಲಂಗಾಣ तेलंगाना TELANGANA

S.No. 7434

Date: 17-08-2020

Sold to: RAMESH

S/o.Late NARASING RAO

For Whom: NILGIRI ESTATES

293540

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 20th day of August 2020 at S.R.O. Keesara, Medchal-Malkajgiri District by and between:

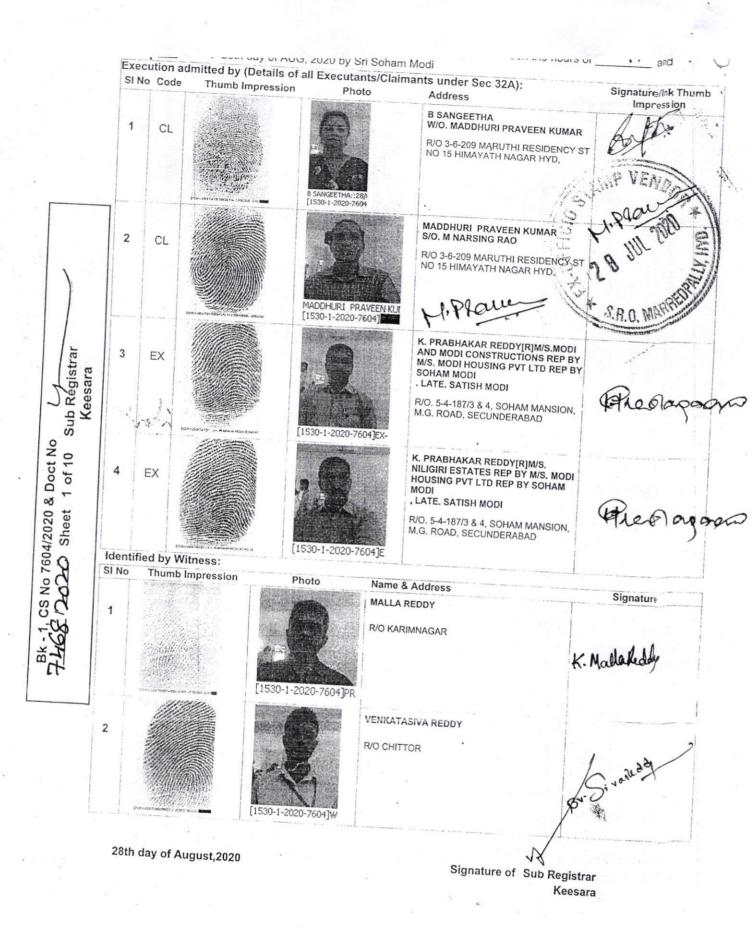
- 1. M/s. NILGIRI ESTATES {Pan No.AAHFN0766F}, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 50 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad.
- 2. M/s. MODI & MODI CONSTRUCTIONS {AAKFM7214N}, 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 50 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad

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

For Nilgin Estates &

& Modi Constructions

M. Prou







- 1. Mr. Maddhuri Praveen Kumar, Son of Mr. M. Narsing Rao, aged about 46 years, Occupation: Service
- 2. Mrs. B. Sangeetha, Wife of Mr. Maddhuri Praveen Kumar, aged about 44 years residing at Flat No. 103, H. No. 3-6-209, Maruthi Residency, St. No. 15, Himayath Nagar, Hyderabad 500 029, 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.

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. 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.

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. For Nilghi Estates & Modi & Modi Constructions

Secretary Burghale

Description	In the Form of						
Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	9150	0	0	0	9250
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	9250	0	0	0	9250
User Charges	NA	0	100	0 -	0	0	100
Total	100	0	18500	0	0	0	18600

Rs. 9150/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 9250/- towards Registration Fees on the chargeable value of Rs. 1850000/- was paid by the party through E-Challan/BC/Pay Order No ,936YB5140820 dated ,14-AUG-20 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 18500/-, DATE: 14-AUG-20, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE W: 0223953257103, PAYMENT MODE: NB-1000200, ATRN: 0223953257103, REMITTER NAME: MADDHURI PRAVEEN KUMAR AND OTHERS, EXECUTANT NAME: NILGIRI ESTATES, CLAIMANT NAME: MADDHURI PRAVEEN KUMAR AND OTHERS) .

Date:

28th day of August, 2020

Signature of Registering Officer Keesara

1530 7463 2020

225 A SO PO

30-38-55

M.Y. RAHMAN Sub-Registra Kenter





- 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.
- 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 recove r 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 recove r such dues, if any, from the Purchaser. &
 Modi & Modi Contructions

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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.

FORCE MAJEURE: 6.

- 6.1. That in event of any delay in the completion of the construction of the Said Vil la 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 D eveloper 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. lesto.

For Nilgiri Estates & Madi & Modi Constructions

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Keesara





ANNEXURE- A

1.	Names of Purchaser:		1. Mr. Maddhuri Praveen Kumar			
			2. Mrs. B. Sangeetha			
2.	Purchaser's paddress:	ermanent residential	R/o. Flat No. 103, H. No. 3-6-209, Maruthi Residency, St. No. 15, Himayath Nagar, Hyderabad - 500 029.			
3.	Sale deed exe favour of Pure	cuted by Developer in chaser	Document no. 7462 of 2020, dated 20.08.2020, regd., at SRO, Keesara, Medchal-Malkajgiri District.			
4.	Type of villa		AA1 - Double - Type			
5.	No. of floors		Ground Plus First Floor Only			
6.	No. of bedrooms		3 - Bedrooms			
7.	Details of Said Villa:					
	a. Villa no.:		153			
-	b. Plot area:		164 Sq. yds.			
c. Built-up		area:	2170 Sft.			
	d. Carpet area		1843 Sft. Sft.			
8.	Total sale consideration:		Rs. 18,50,000/- (Rupees Eighteen Lakhs Fifty Thousand Only)			
9.	Details of adv	vance paid:				
<u>/·</u>	Rs.9,76,000/-		Seventy Six Thousand Only) already	received which is		
10.	Rs.9,76,000/- admitted and	acknowledged by the		received which is		
	Rs.9,76,000/-	acknowledged by the				
	Rs.9,76,000/- admitted and	acknowledged by the	Developer. ne date for payment	Amoun		
	Rs.9,76,000/- admitted and Payment term Installment	acknowledged by the last Du On completion of Civil	Developer. ne date for payment	Amount 1,30,000/- 5,44,000/-		
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	Rs.9,76,000/- admitted and Payment term Installment I II	on completion of flo paint etc.,	Developer. le date for payment vil works	Amoun 1,30,000/- 5,44,000/-		
10.	Rs.9,76,000/- admitted and Payment term Installment I II Scheduled da Description of All that piece a villa consti	On completion of flo paint etc., On completion te of completion: of the Scheduled Villater and parcel of land bear ructed thereon having	Developer. Develo	Amoun 1,30,000/ 5,44,000/ 2,00,000/ 4 sq. yds, along wit ng project known a		
10.	Rs.9,76,000/- admitted and Payment term Installment II III Scheduled da Description of All that piece a villa construction in the construction of the constructio	On completion of flo paint etc., On completion te of completion: of the Scheduled Villater and parcel of land bear ructed thereon having the forming part of Schedul, Medchal-Malkaj	Developer. Developer. De date for payment vil works oring, doors, windows, I coat of 30.12.2020 Earing plot no. 153, admeasuring about 16	Amoun 1,30,000/ 5,44,000/ 2,00,000/ 4 sq. yds, along with g project known a f Rampally Village		
10.	Rs.9,76,000/- admitted and Payment term Installment II III Scheduled da Description of All that piece a villa construction in the construction of the constructio	On completion of Ciron completion of flo paint etc., On completion te of completion: of the Scheduled Villar, and parcel of land bear ructed thereon having the forming part of Schedul, Medchal-Malkaj in the plan annexed have	Developer. Develo	Amoun 1,30,000/ 5,44,000/ 2,00,000/ 4 sq. yds, along with g project known a f Rampally Village		
10.	Rs.9,76,000/- admitted and Payment term Installment II III Scheduled da Description of All that piece a villa construction in the construction of the constructio	On completion of Ciron completion of flo paint etc., On completion te of completion: of the Scheduled Villar, and parcel of land bear ructed thereon having the forming part of Schedul, Medchal-Malkaj in the plan annexed have	Developer. Developer. De date for payment vil works oring, doors, windows, I coat of 30.12.2020 Saring plot no. 153, admeasuring about 16 built up area 2170 sft, in the housing built up area 2170 sft, and are set of the housing built u	Amoun 1,30,000/ 5,44,000/ 2,00,000/ 4 sq. yds, along with g project known a f Rampally Village		

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

West

rep. by its authorized signator Nijūri Estates &

Modi & Modi Constructions

Plot No. 182

M. Plan

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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:

- 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 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 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 Housing Part. Ltd., rep. by its authorized signature & Modi Constructions

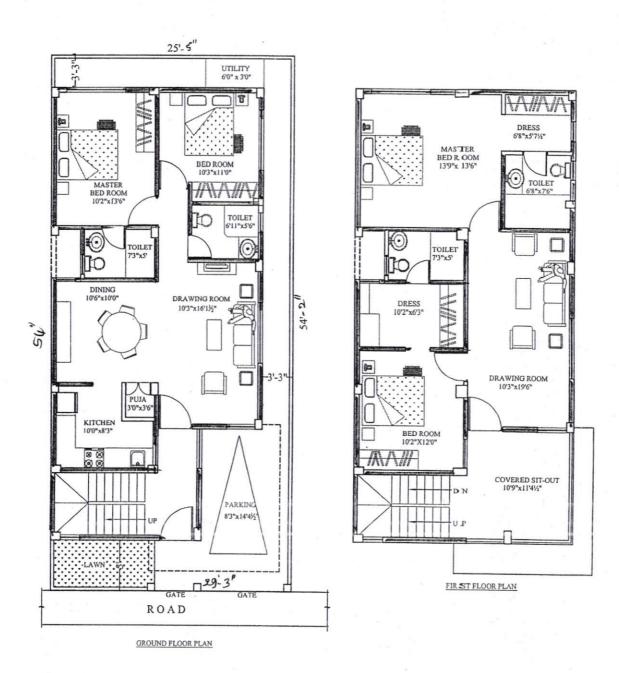
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Plan of the Said Villa:





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

Modi & Modi Constructions

M. Plan

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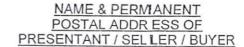


PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

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DEVELOPER:

M/S. NILGIRI ESTATES
&
M/S. MODI & MODI CONSTRUCTIONS
HAVING ITS OFFICE AT 5-4-1 87/3 & 4
III FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD
REP. BY ITS PARTNER:M/S. MODI HOUSING PVT. LTD. REP BY ITS

AUTHORISED SIGNATORY: MR. SOHAM MODI, S/O. LATE SATISH MODI

MR. SOHAM MODI, S/O. LATE S/





GPA FOR PRESENTING DOCUMENTS
VIDE GPA NO. 05/BK-IV/2019, DATED:21.01.2019
AT SRO, SECUNDERABAD:

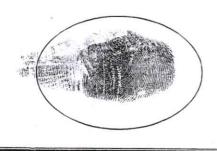
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.





PURCHASER:

1. MR. MADDHURI PRAVEEN KUMAR S/O. MR. M. NARSING RAO R/O. FLAT NO. 103, H. NO. 3-6-209 MARUTHI RESIDENCY ST. NO. 15, HIMAYATH NAGAR HYDERABAD - 500 029.



MRS. B. SANGEETHA
 W/O. MR. MADDHURI PRAVEEN KUMAR
 R/O. FLAT NO. 103, H. NO. 3-6-209
 MARUTHI RESIDENCY
 ST. NO. 15, HIMAYATH NAGAR
 HYDERABAD - 500 029.

SIGNATURE OF WITNESSES:

1. K. Mulafeddy

BV. Sir alled &

John .

For Nilgiri Estates & Modi & Modi Constructions

Authorised Rep. SOHAM MODI

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

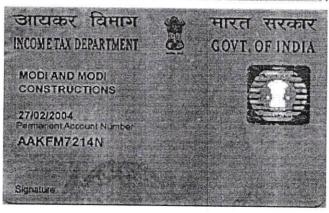
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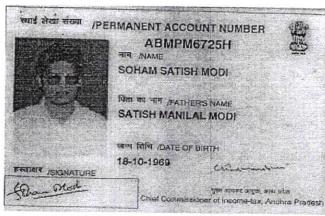




VENDOR or DEVELOPER:







For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI

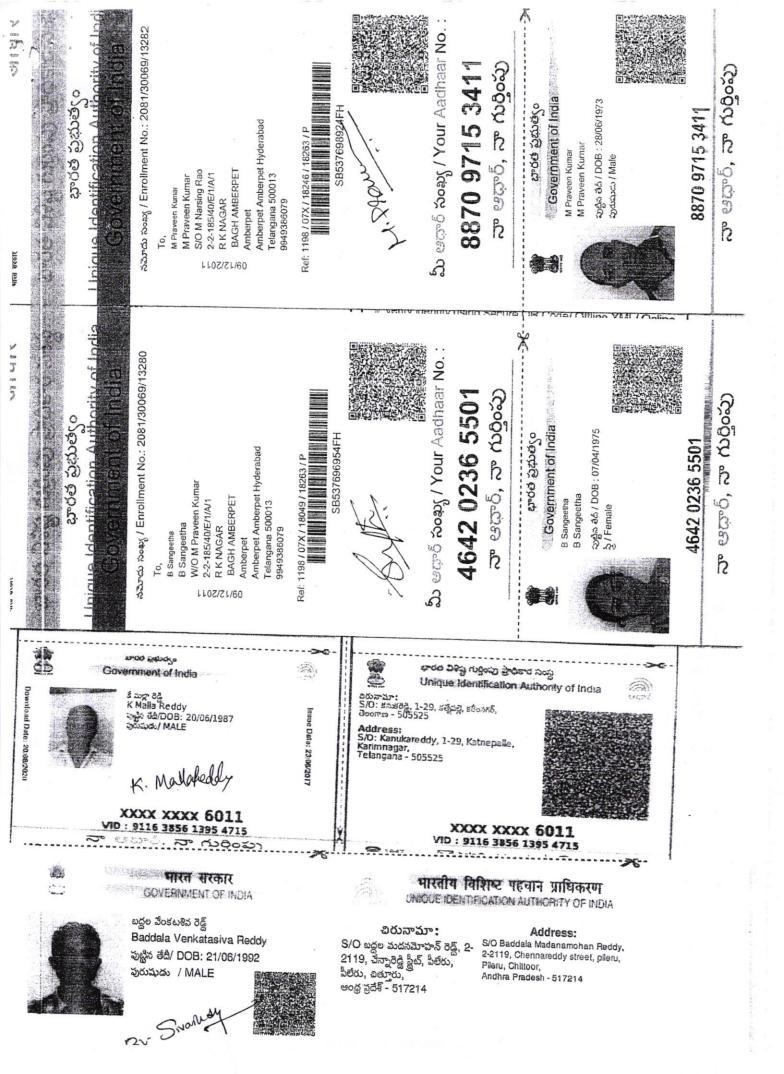


Aadhaar No 3287 6953 9204

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Government of Telangana Registration And Stamps Department

7462/21

Payment Details - Citizen Copy - Generated on 28/08/2020, 12:06 PM

SRO Name: 1530 Keesara

Receipt No: 8055

Receipt Date: 28/08/2020

Name: SOHAM MODI

Transaction: Sale Deed

Account Description

Chargeable Value: 1850000

Bank Name:

E-Challan Bank Name: SBIN

DD No:

DD Dt:

Challan No: Challan Dt:

CS No/Doct No: 7602 / 2020

E-Challan No: 3689 51140820

E-Challan Dt: 14-AUG-20

Bank Branch:

E-Challan Bank Branch:

Cash

Challan

Amount Paid By Cone.

E-Challan 9250

27750

73900

100

111000

User Charges Total:

Registration Fee

Transfer Duty /TPT

Deficit Stamp Duty

In Words: RUPEES ONE LAKH ELEVEN THOUSAND ONLY

Prepared By: CHAYADEVI

Ville

NE

Signature by SR