

මීපර්ෆස तेलंगाना TELANGANA

S.No. 4486

Date:14-02-2019

Sold to CVR REDDY

S/o. ANJI REDDY

For Whom: M/s. NILGIRI ESTATES

S 398310

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 12th day of June 2019 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.

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.

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

For Milgir Estates & Modi Constructions

Authorised Bep. SOHAM MOOI

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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 on the 12th day of JUN, 2019 by Sri Soham Modi Execution admitted by (Details of all Executants/Claimants under Sec 32A): re/Ink 1hg SI No Code Thumb Impression Photo REPALA SUNIL S/O. R. LAXMINARAYANA 1 CL R/O.H.NO 3-2-355/1 NIMBOL KACHIGUDA,, HYD-BAD REPALA SUNIL::12/06/ [1530-1-2019-11576] REPALA SUNIL[R]REPALA SWAPNA , REPALA SUNIL 2 CL R/O. KACHIGUDA, HYD-BAD, REPALA SUNIL [R] RE [1530-1-2019-11576] K. PRABHAKAR REDDY[R]WS.MODI AND MODI CONSTRUCTIONS REP BY M/S. MODI HOUSING PVT LTD REP BY 3 EX SOHAM MODI . LATE. SATISH MODI Sub Regretra Keesara R/O. 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD [1530-1-2019-11576]EX-1-2-K.1 4 K. PRABHAKAR REDDY[R]WS. NILIGIRI ESTATES REP BY M/S. MODI HOUSING PVT LTD REP BY SOHAM 11576/2019 & Doct No Sheet 1 of 10 4 EX MODI . LATE. SATISH MODI R/O. 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD [1530-1-2019-11576]EX-1-1-K, I **Identified by Witness:** Thumb Impression SI No Photo Name & Address Signature 0 D VAMSI KRISHNA 2 N B. 18. R/O NACHARAM [1530-1-2019-11576]WITNES 12. W. W. Sweet K N V SURESH 2 R/O POLAKODERU K N V SURESH::12/06/2019.16: [1530-1-2019-11576]

12th day of June,2019

Signature of Sub Registrar Keesara





IN FAVOUR OF

- 1. Mrs. Repala Swapna, Wife of Mr. Repala Sunil, aged about 35 years and
- 2. Mr. Repala Sunil, Son of Mr. R. Laxminarayana, aged about 37 years, Occupation: Service residing at H. No. 3-2-355/1, Nimboliadda, Kachiguda, Hyderabad 500 027, 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.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 Might Foliates &

Tree Res. SOHAM MODI

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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	Total		
Stamp Duty	100	0	9025	0	0	0	9125		
Transfer Duty	NA	0	0	0	0	0	0		
Reg. Fee	NA	0	9125	0	0	0	9125		
User Charges	NA	0	100	0	0	0	100		
Total	100	0	18250	0	0	0	18350		

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 ,3877DN110619 dated ,11-JUN-19 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 18250/-, DATE: 11-JUN-19, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 3399892671402, PAYMENT MODE:NB-1000200, ATRN:3399892671402, REMITTER NAME: K. PRABHKAAD REDDY, EXECUTANT NAME: NILGIRI ESTATES REP BY SOHAM MODI, CLAIMANT NAME: MRS. REPACA SWAPNA AND REPALA SUNIL).

M.Y. POHMAN

Date:

12th day of June,2019

Signature of Registering Officer

වාර්ජිතා 2019 බරා (ලැ.ජී. 1924) බරාබ 11164 බාගාරාත විස්බුරා විරායමරය. බිකුබරා බසාජුර රාල්රතු බරාග 1500 11164 2019 සත්ප්රධාවට 2019 බරා





- 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 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.

Adthorised Rep. SOHAM MOOI

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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.

POSSESSION OF VILLA:

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

6. FORCE MAJEURE:

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

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ANNEXURE- A

1.	Names of Purchaser:	Mrs. Repala Swapna					
		2. Mr. Repala Sunil					
2.	Purchaser's permanent residential	R/o. H. No. 3-2-355/1, Nimboliadda, Kachiguda,					
	address:	Hyderabad - 500 027.					
3.	Sale deed executed by Developer in	Document no. 1116.3 of 2019, dated 12.06.2019					
	favour of Purchaser	registered at SRO, Keesara, Medchal-Malkajgiri					
1	T C-:11	District.					
4. 5.	Type of villa No. of floors	AA1 - Single					
		Ground Floor					
6.	No. of bedrooms	2BHK					
7.	Details of Said Villa:						
	a. Villa no.:	83					
	b. Plot area:	170 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					
0	D. 7 C. 1	Thousand Only)					
9.	Details of advance paid:						
	Rs. 18,25,000/-(Rupees Eighteen La	khs Twenty Five Thousand Only) already received which					
2 00	is admitted and acknowledged by the	developer.					
10.	Scheduled date of completion:	30.09.2019					
	Scheduled date of completion.	30.09.2019					
11.	Description of the Scheduled Villa:						
	All that piece and parcel of land bearing plot no. 83, admeasuring about 170 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-Malkajg	iri District (formerly known as Ranga Reddy District)					
	marked in red in the plan annexed he	reto and bounded on:					
	North Plot No.	82					
18	South Plot No.	84					
	East 40' wide						
	West Plot No.						
1	WEST FIOUNO.	110					

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 Nilgi**ç**i Estates &

Authorised Rep. SOHAM MODI

Medi & Modi Constructions

DEVELOPER

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PURCHASER

Bk-1, CS No 11576/2019 & Doct No

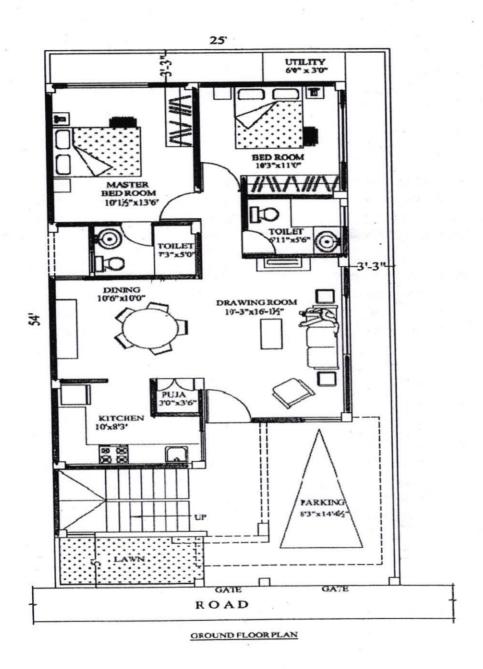




ANNEXURE- B

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:-

For Nilgini Estates &

Medi & Modi Constructions

Authorised Rep. SOHAM MODI DEVELOPER Suis \

PURCHASER

BK - 1, CS No 11576/2019 & Doct No





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 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 Pvt. Ltd.,

DEVELOPER

rep. by its authorized signatory;

Juni)

Rep. SOHAM MOOI DIDCILLORD

Bk - 1, CS No 11576/2019 & Doct No





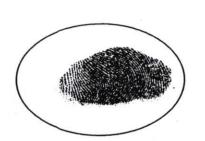
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

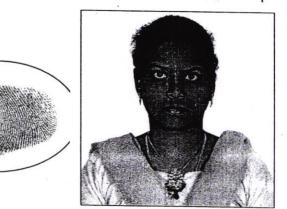














DEVELOPER:

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 BY ITS **AUTHORISED SIGNATORY:-**MR. SOHAM MOD, S/O. LATE SATISH MODI

GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 59/BK-IV/2016, DATED:21.07.2016 AT SRO, KEESARA:

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:

MRS. REPALA SWAPNA W/O. MR. REPALA SUNIL R/O. H. NO. 3-2-355/1 **NIMBOLIADDA** KACHIGUDA HYDERABAD - 500 027.

PURCHASER CUM REPRESENTATIVE:

MR. REPALA SUNIL S/O. MR. R. LAXMINARAYANA R/O. H. NO. 3-2-355/1 **NIMBOLIADDA KACHIGUDA** HYDERABAD - 500 027.



SIGNATURE OF WITNESSES:

1. p-+ 8= 2. K.N.V. Sweel

uthorises Rep. SOHAM MODI

SIGNATURE OF THE DEVELOPER

I send here with my photograph and finger prints in the form prescribed, through my representative, Mr. Repala Sunil as i cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Medchal-Malkajgiri District.

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BK - 1, CS No 11576/2019 & Doct No Hagistrar Meesara Keesara





VENDOR or DEVELOPER:

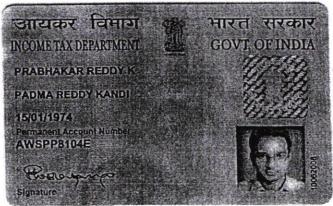




For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI





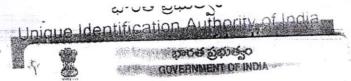
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Bk-1, CS No 11576/2019 & Doct No







Repala Swapna Repala Swapna



పుట్టిన సంవత్సరం / Year of Birth : 1984

\$ / Female

2012 1346 8445

ఆధార్ – సామాన్యుని హక్కు



क्षात्रस विद्यार्थे । GOVERNMENT OF INDIA



Repala Sunil Repala Sunil

ుత్తిన సం**పత్సరం /** Year of Birth : 1981 బురు**పుడు / M**ale

3433 4038 1384

అధార్ – <mark>సామాన్యు</mark>ని హక్కు



ಭಾರತ ಕ್ರಭುತ್ವಂ Government of India

దామ పంశీ కిష్టా Dama Vamsee Krishna ්ටසුන් ම්ය / DOB : 25/12/1974 పురుఘడు / Male

Ø. W. V.



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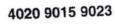
నా ఆధార్, నా గుర్తింపు



ఖారత ప్రభుత్వం GOVERNMENT OF INDIA

MOTO TO THE HOSE MOTE KURMALA NAGA VENKATA SURESH

'ವುಲ್ಲಿಕ ಜುವರ್ಧಿಕಂ Year of Birth: 1982 ಪುಕುಸುಮ Male





ఆధార్ - సామాన్యుని హక్కు



UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ిరువామా:

W/O Repair Sunil

2-2-355/1, kachiguda

nimbolladda, Hydorabad Anchie Predesh, 500027 Address:

W/O Reputa Sunfi

3-2-355/1, kachiguda

nimboliadda, Hyderabad Andhro Pradesh, 500027

Aadhaar - Saamanyuni Hakku



భారత విశిష్ట గుల్తింపు ప్రాభికార సంస్థ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

Chiarár.

S/O R Lexminarayana 9-2-355/1, kechiguda

uknboliadda, Hyderabad Andbra Predesh, 500027 Address:

S/OR Laxa 3-2-355/1, kachiguda

nimboliadda, Hyderab

Andhra Pradesh, 500027

Aadhaar - Saamanyuni Hakku

ఆధాం విరునామా:

ఫ్యాట్ నే 404, సాయి లీల రెసిదెంచ్స్. కార్తీకియనాగర్. అవీలో పార్మాస్ దగ్గర. నాడారం, ఉప్పల్. ఐ.ఈ .నాడారం. కె.వి.రంగారెడ్డి. లెలంగాణ. 500076

..... Authority of India

C/O., Flat No 404, Sai Leela Residency, Karthikeyanagar, Near Apollo Pharmacy, Nacharam, Uppal. I.e.nacharam. K.v. Rangareddy, Telangana, 500076

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THE STATE OF 1947

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ా ఖారత విశిష్ట గుర్తింపు ప్రాషేకార సంస్థ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ఏటుండు. కు. మార్చాల రామా రావు. ్ట్లు స్టాప్ దగ్గర. జాబ్లా ప్లాఫ్ సాబకోకేకు మందలం.

క్తాయప్పక్షం. సాక్ట్రిక్స్టు గోడావరి. 301 3**24.** 31331

Address: S/O Kurmala Rama Rao, 9-42, NEAR BUS STOP. BUS STOP, PALAKODERU MANDALAM, Srungavruksham. Srungavruksham, West Godavari. Andhra Pradesh 534243









BK - 1, CS No 11576/2019 & Doct No Sub Registrar (1164/2019. Sheet 10 of 10 Sub Registrar Keesara







Repala Sunil Repala Sunil

స్పట్టిన సంవత్సరం / Year of Birth : 1981 పురుమడు / Male

3433 4038 1384

్ సామాన్యుని హక్కు మీస్తు



భారత ప్రభుత్వం

Repala Swapna Repala Swapna



పుట్టిన సంవత్సరం / Year of Birth : 1984 స్ట్రీ / Female

2012 1346 8445

సామాన్యుని హక్కు గ్రిక్మిత్తు

ఈంత పాఠిష్ట గుల్త**ంపు ప్రాధికార సం**స్థ UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O R Lexminarayana 3-2-355/1, kachiguda nimpoliadda, Hyderabad Andhra Pradesh, 500027 Address:

S/O R Laxminarayana 3-2-355/1, kachiguda nimboliadda, Hyderabad Andhra Pradesh, 500027

- Saamanyuni Hakku



UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా: W/O Repaia Sunil 3-2-355/1, kachiguda nimboliadda, Hyderabad Andhra Pradesh, 500027

Address : W/O Repala Sunil 3-2-355/1, kachiguda nimboliadda, Hyderabad Andhra Pradesh, 500027

Aadhaar - Saamanyuni Hakku



आयकर विमाग भारत सरकार INCOME TAX DEPARTMENT GOVT, OF INDIA REPALA SWAPNA KISHAN KURA 24/11/1984 BTRPR8096J

penego

e Tax PAN Services Unit, UTITISE, o. 3, Sector 11, CRD Belapur, March Jumbai - 400 614 In case this card is lost / four कार के खोने/पाने पर कृपवा सृष्टित करें/लीव

इस कार्ड के खोने/पाने पर कृपया सूचित करें/लौटाएं: अग्रवकर पैन सेवा इकाई, एन एस डी एल 5 वीं मंजिल, मंत्री स्टिलेंग, प्लॉट नें. 341, सर्वें नं. 997/8, मॉडल कालोनी, दीप बंगला चौक के पहलें, पुणे - 411 016.

If this card is lost / someone's lost card is foun lease inform / return to :

Income Tax PAN Services Unit, NSDL
5th Floor, Mantri Sterling,
Plot No. 341, Survey No. 99778,
Model Colony, Near Deep Bungalow Chowk,
Pune - 411 016,
Tel: 91-20-27721 8080, Fax: 91,20-2721 8081
e-mail: jiminfo@nsdl.co.in

100



100 ONE HUNDRED RUPEES

RICHI 159 INDIA NON JUDICIAL

తెಲಂಗ್ ಣ तेलंगाना TELANGANA Date:09-06-2017 S.No. 14263

Sold to: RAMESH

S/o:Late NARASING RAO

For Whom: NILGIRI ESTATES

LICENSED STAMP VENDOR LIC No.16-05-059/2012,

R.No.16-05-029/2015 Plot No. 227, Opp. Back Gate of City Civil Court, West Marredpally, Sec'bad.

Mobile: 9849355156

TRIPARTITE AGREEMENT

day of June 2017 between executed on agreement is This aged Repala Sunil about wife of Mr. Swapna, Repala Mrs. Mr. R. Laxminarayana aged about 35 Repala Sunil, son of residing at H. No. 3-2-355/1, Nimboliadda, Kachiguda, Hyderabad - 500027, hereinafter referred to as the 'Borrower (s)', which term shall unless repugnant to the context shall mean and include his // her heirs, representatives, successors, executors, attorneys, administrators and assigns of the party at the 'First Part'.

AND

M/S. NILGIRI ESTATES & M/S. MODI & MODI CONSTRUCTIONS. a partnership firm incorporated under the provisions of the Companies Act 1956, having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Partners Mr. Soham Modi, Son of Shri. Satish Modiaeged about 47 years, Occupation: Business, hereinafter referred to as the 'Builder', which term shall quiless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Second Part'.

For Nilgir Estates &

Modi & Modi Constructions

Authorised Rep SOHAM MCDI

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State Bank of India, a body corporate, constituted under the State Bank of India Act 1955, having amongst others one of its Branch Office at State Bank of India, RACPC Name and address of Branch), hereinafter referred as the 'SBI', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

Whereas, the 'Builder' is the absolute owner and in peaceful possession of the residential property bearing villa no. **83** in **M/s.** "**NILGIRI ESTATE**" situated at forming a part of land in Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village. Keesara Mandal, Ranga Reddy District, and whereas HMDA (Name of the development authority) has sanctioned building plan vide permission HMDA in file no. 001839/MP2/Plg/HMDA/2013 vide permit no. 05/LO/Plg/HMDA/2016. Dated 21.10.2016, to construct a residential apartment on the said property.

Whereas 'Builder' has taken up construction of residential apartment known as M/s. Nilgiri Estate on the said property.

Whereas, the Party at the Second Part shall complete the construction of the villas latest by and is booking the sale of the unit / apartment. The proposed buyer has to make the payment of the sale consideration by 36,50,000/- (Rupees Thirty Six Lakhs Fifty Thousand, and on the payment of the entire sale consideration, the Party at the Second Part shall hand over the possession of the flat to the said proposed buyer.

Whereas, the Party at the First Part has booked a villa bearing No. 83, measuring super area 1175 sft, and 170 sq. yds, (hereinafter referred to as the said flat) in the building which the Party at the Second Part shall construct on the above said plot and the Party at the First Part has to pay the entire consideration amount by 36,50,000/- (Rupees Thirty Six Lakhs Fifty Thousand

Whereas, the Party at the First Part has approached the Party at the Third Part for availing a loan of Rs. 20,00,000 (Rupees Twenty Lakhs only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat along with the proportionate undivided share in the land in favour of the Party at the Third Part. In the absence of proper Conveyance Deed / Sale Deed in its favour, the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favour of the Party at the Third Part.

Whereas, the Party at the First Part and the Party at the Second Part have requested the SBI to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed / Sale Deed is not executed in favour of the Party at the First Part at this stage, and in consideration of the SBI sanctioning the loan to the Borrower(s), the Borrower(s) and the Builder have executed this Agreement on the following terms and conditions.

Now therefore it is hereby agreed by and between the parties that:

1. That the SBI has and shall have the first and paramount lien over the money already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBI shall grant to the Borrower. The charge in favour of SBI shall be first and paramount over the charge which the Builder may have over the said flat.

For Nilgiri Estates & Medi & Modi Constructions.

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authorised Rep. SOHAM MODI

- 2. That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said flat with proportionate share in land to the SBI as security for the said loan agreed to be advanced by the SBI for the purpose of purchase / construction of the said flat. In the event of default in the repayment of loan and / or the Borrower(s) committing any other default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the call of SBI, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBI.
- 3. That if for any reason there is any increase / escalation in the cost of the said flat, the increase shall be paid and borne by the Builder (s) without any reference to the SBI and until such payment is made, the SBI shall have the right to suspend further disbursement of the said loan.
- 4. That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from Borrower(s) to the SBI.
- 5. That in the event of failure of the Builder to complete the project, the Builder shall pay the entire money so received by it from the Borrower(s) to the SBI.
- 6. That the Builder shall note in its records the charge and lien of SBI over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of the SBI.
- 7. That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed / Sale Deed / Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SBI and not to the Borrower(s). Before the execution of the Sale Deed / Conveyance Deed / Lease Deed, the builder shall inform the SBI about the same on the completion of the project.
- 8. That the builder agrees that the loan amount may be credited to the loan account with HDFC Bank, Sainikpuri Branch, Secunderabad, (Name of the Bank & Branch), from where the builder have availed financing facility for the project.
- 9. That the Borrower(s) shall also keep informed the SBI about the developments in the project. The Borrower shall notify the SBI the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Lease Deed / Conveyance Deed / Sale Deed, he / she shall immediately deliver the same to the SBI.
- 10. That the Borrower(s) assures that he / she will not avail finance from any other Bank or Financial Institution in respect of the property or further mortgage / charge the said flat to be allotted to him / her in any manner whatsoever.
- 11. That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department / Authority in respect of the said flat and the SBI shall not be liable or responsible in any manner whatsoever or howsoever for the same. For Nilgiri Estates &

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Authorised Rep. SOHAM MODI

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- 12. That the Borrower(s) agrees and acknowledges to keep the SBI indemnified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.
- 3. That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SBI. The Builder shall not issue the duplicate allotment letter / possession letter to the Borrower(s) without the prior written consent of the SBI.
- 14. It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the SBI.
- 15. That in the event of any default by the Borrower(s), the SBI may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.
- 16. That the Builder assures the SBI that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat with proportionate undivided share in the land shall be conveyed in the name of the Borrower(s).
- 17. That it is further made clear and understood by all the parties that the non-completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from the SBI.
- 18. That the said flat is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flats / or charge created in favour of SBI in any manner whatsoever.
- 19. That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property.
- 20. That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrower(s) in the Loan Agreement and other documents executed in favour of SBI shall remain binding upon the Borrower(s).
- 21. That in case of acquisition, forfeiture / resumption of the said property, the SBI shall be entitled to get the compensation settled in respect of the said flat and to appear and act before
- the Collector / Revenue Officer / Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to For Nilgiri Estates &

receive the same.

Modi & Modi Constructions

Authorised Rep. SOHAM MODI

In witness whereof the parties hereto have signed this Agreement on the day, month and year first herein above written.

Signed and delivered by the:

Named Borrower (s) Mrs. Repala Swapna and Mr. Repala Sunil

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI

Authorized signatory of Builder

For State Bank of India, RACPC, Secunderabad

Authorised Signatory Signature

Witness: Name & Address

1. Signature

2. Signature

83 E sun't



Government of Telangana Registration And Stamps Department

11164/19

Payment Details - Office Copy - Generated on 12/06/2019, 05:00 PM

SRO Name: 1530 Keesara

REFEREN

Receipt Date: 12/06/2019

AGREEMENT

1825000

DD No:

Date:

DD Dt: Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Account Description	N	Amount Paid By				
-		Cash	Challan	DD	E-Challan	. 3
Registration Fee		5 S - 1 - 1			9125	
					9025	
Deficit Stamp Duty					100	
User Charges					18250	
Total:		WIREST FIFTY ONLY				

In Words: RUPEES EIGHTEEN THOUSAND TWO HUNDRED FIFTY ONLY

OTP: 177822

Prepared By: RAJANI

NE-83-LC

Signature by SR



Government of Telangana Registration And Stamps Department

11/64/kg