



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 366255

Date : 03-10-2008

Serial No : 37,525

Denomination : 100

Purchased By :

M. RAMESH

S/O. D. SENKARAM

HYD

For Whom :

PARAMOUNT BUILDERS

SECURAD

[Signature]
Sub Registrar
Ex.Officio Stamp Vendor
G.S.O., C&IG Office, Hyd

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the _____ day of December 2008 at Secunderabad by and between:

M/S. PARAMOUNT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, II Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years Occupation: Business and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. ANUP OSTWAL, SON OF MR. ASHOK OSTWAL, aged about 20 years, residing at Qtr. No. B-5, Basant Nagar Staff Colony, Basant Nagar, Karimnagar District., hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Paramount Builders
[Signature]
Partner

For Paramount Builders
Partner
[Signature]

WHEREAS:

- A. The Buyer under a Sale Deed dated _____ has purchased a semi finished deluxe apartment bearing no. 108 on the first floor in block no. 'B', admeasuring 830 sft. of super built up area(i.e., 664 sft. of built-up area & 166 sft. of common area) in residential apartments styled as 'Paramount Residency' forming part of Sy. No. 176 situated at Nagaram Village, Keesara Mandal, R. R. District, together with:
- Proportionate undivided share of land to the extent of 54.43 sq. yds.
 - A reserved parking space for two wheeler and car on the stilt floor bearing nos. 08 & 13, admeasuring about 15 and 100 sft. respectively.
- This Sale Deed is registered as document no. _____ in the office of the Sub-Registrar, Keesara, Ranga Reddy District.. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- B. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 108, on the first floor in block no. 'B' and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- The Builder shall complete the construction for the Buyer a deluxe apartment bearing no. 108 on the first floor in block no. '1C', admeasuring 830 sft. of super built up area (i.e., 664 sft. of built-up area & 166 sft. of common area) and undivided share of land to the extent of 54.43 sq. yds., and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 08 & 13, admeasuring about 15 and 100 sft. respectively.., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 5,17,000/- (Rupees Five Lakhs Seventeen Thousand only).
- The Buyer already paid to the Builder the above said consideration of Rs. 5,17,000/- (Rupees Five Lakhs Seventeen Thousand only) and the builder hereby admit and acknowledge the receipt for said consideration..

For Paramount Builders

Partner

For Paramount Builders

Partner



3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 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 Apartment, notwithstanding the installments and due dates mentioned above.
4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
5. 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 Builder 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 Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 108 on the first floor in block no. 'B' to the Builder for the purposes of completion of construction of the apartment.
7. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
8. The Builder 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 Builder.
9. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st December 2008, with a further grace period of 6 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment 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 on account of any other reasons which are beyond the control of the Builder 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.

For Paramount Builders

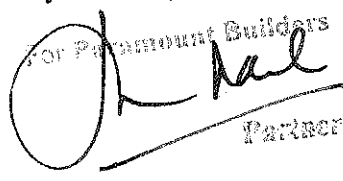
Partner

For Paramount Builders

Partner



10. The Builder upon completion of construction of the Apartment 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 Apartment 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 Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
11. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
13. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
14. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder 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 Paramount Residency project.
15. 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 Paramount Residency project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder 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 Builder. 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.
16. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
17. Any delay or indulgence on the part of the Builder 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 Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.

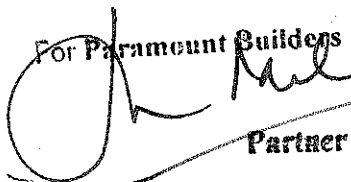
For Paramount Builders

Partner

For Paramount Builders

Partner



18. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
19. 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.
20. 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.
21. 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.
22. 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.
23. Stamp duty and Registration amount of Rs. _____ is paid by way of challan no. _____, dated _____, drawn on State Bank of Hyderabad, Tumkunta Branch, R. R. District and VAT an amount of Rs. _____/- paid by way of Payorder No. _____, dated _____, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

For Paramount Builders

Partner

For Paramount Builders

Partner 

SCHEDULE 'A'
SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177
South By	Sy. Nos. 175, 174 & 167
East By	Sy. No. 159
West By	Sy. No. 198

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming deluxe apartment no. 108 on the first floor in block no. 'B', admeasuring 830 sq. ft. of super built-up area (i.e., 664 sq. ft. of built-up area & 166 sq. ft. of common area) together with proportionate undivided share of land to the extent of 54.43 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing no. 08 & 13, admeasuring about 15 and 100 sq. ft. respectively., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	Flat No. 107
South By	Flat No. 109
East By	Open to sky
West By	6' wide corridor

WITNESSES:

- 1.
- 2.

For Paramount Builders

Partner


BUILDER


BUYER

**SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION**

Item	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring - Drawing & Dining	Ceramic tiles	Marble slabs
Flooring - Bedrooms	Ceramic tiles	Marble tiles
Door frames	Wood (non-teak)	Wood (non-teak)
Doors	Panel main door, others flush doors	All panel doors
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Branded CP Fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes
Lofts	Lofts in each bedroom & kitchen	Lofts in each bedroom & kitchen

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

WITNESS:

- 1.
- 2.

For Paramount Builders

Partner

For Paramount Builders
[Signature]
Partner
BUILDER

[Signature]
BUYER.

REGISTRATION PLAN SHOWING

FLAT NO. 108 IN BLOCK NO. 'B'

ON THE FIRST FLOOR IN PARAMOUNT RESIDENCY

IN SURVEY NOS. 176 (PART)

SITUATED AT

NAGARAM VILLAGE, KEESARA

MANDAL, R.R. DIST.

BUILDER: M/S. PARAMOUNT BUILDERS REPRESENTED BY ITS PARTNERS

MR. SOHAM MODI, SON OF MR. SATISH MODI

MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL

BUYER: MR. ANUP OSTWAL, SON OF MR. ASHOK OSTWAL

REFERENCE:
AREA: 54.43

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

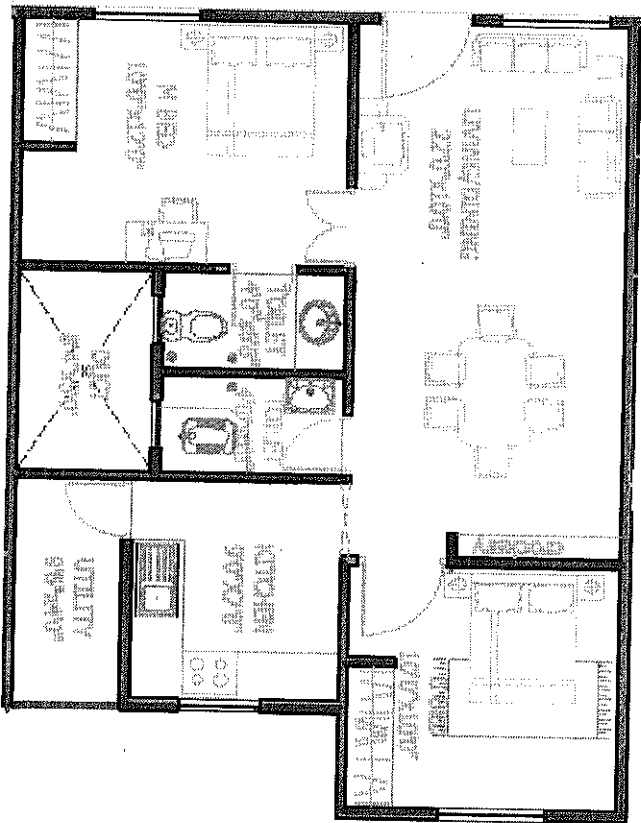
EXCL:

Total Built-up Area = 830 sft.
Out of U/S of Land = Ac. 3-04 Gts.

6' wide corridor

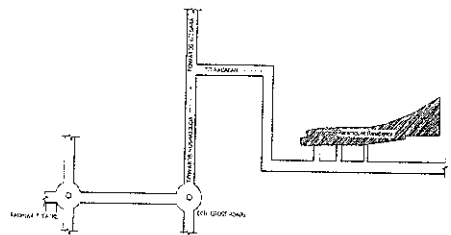


Flat No. 109



Flat No. 107

Location Map



Open to sky

For Paramount Builders

Partner

For Paramount Builders
Soham Modi
Partner

SIG. OF THE BUILDER

WITNESSES:


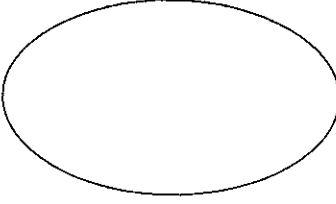
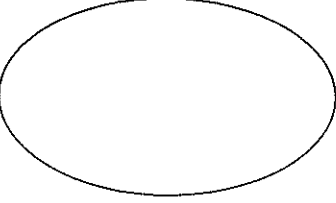
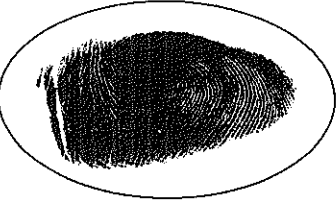
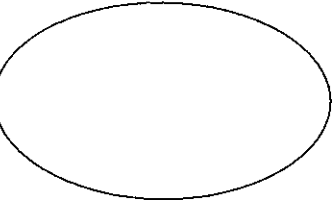
1.

2.

Anup Ostwal

SIG. OF THE 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
		PHOTO BLACK & WHITE	BUILDER : M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. BY ITS PARTNERS 1. MR. SOHAM MODI S/O. MR. SATISH MODI 2. MR. SAMIT GANGWAL S/O. MR. S. K. GANGWAL R/O. PLOT NO. 1211, ROAD NO. 60 JUBILEE HILLS HYDERABAD - 500 034. SPA FOR PRESENTING DOCUMENTS VIDE DOC. NO. 1/2007 Dt: 11/01/2007: MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003. BUYER: MR. ANUP OSTWAL S/O. MR. ASHOK OSTWAL R/O.QTRS. NO. B-5 BASANT NAGAR STAFF COLONY BASANT NAGAR KARIMNAGAR DISTRICT. REPRESENTATIVE: MR. KONTHAM SANTOSH S/O. R/O. H. NO: 10-3-316/A KESORAM CEMENTS MASAB TANK HYDERABAD
		PHOTO BLACK & WHITE	
		PHOTO BLACK & WHITE	
		PHOTO BLACK & WHITE	
		PHOTO BLACK & WHITE	

SIGNATURE OF WITNESSES:

- 1.
- 2.

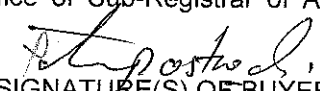
For Paramount Builders

Partner


Partner
SIGNATURE OF EXECUTANTS

I stand herewith my photograph(s) and finger prints in the form prescribed, through my representative, Mr. Kontham Santosh as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE


SIGNATURE(S) OF BUYER(S)