



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BA 141271

20205 18/12/12 Rs. 100/-

Ramesh s/o Narsing Rao Rtohyd

Greenwood Estates Hyd

K. GIRIBABU

LICENCED STAMP VENDOR

LIC.No.16-02-30/1998

REN.No.16-02-08/2010

Sub-Bapunagar, Amberpet, Hyd-13.

Cell.No.9939259839

TRIPARTITE AGREEMENT

This agreement made on this the 25th day of January 2013 between AGIF and No. IC- 64777X Rank Major. Name Kamaldeep Singh, S/o. Mr. Gurbachan Singh, resident of H.No: 139, sector C, Defence colony, Ambala Cantt - 133001 at present serving as Major. herein after called the 'Borrower' (which expressing shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators and legal representatives) of the first part and M/s. Greenwood Estates a Pvt Builder/Coloniser a society/body corporate constituted under section _____ hereinafter called the Board (which expression shall unless excluded by or repugnant to the context be deemed to include his/her heirs, executors, administrators and legal representatives) of the second part AND the Army Group Insurance Fund hereinafter called the AGIF (which expressing unless repugnant to the context shall include its successors and assignees) of the third part. Whereas the borrower desires to purchase a flat at 'Greenwood Residency' forming a part of Sy. Nos. 202 - 206, situated at Kowkur, Secunderabad - 500 010' from the Board under its Self Financing scheme (hereinafter referred to as the said scheme) which envisages allotment of ready built house/flat after a period of ___ years and payment of the cost of construction in installments as mentioned in the brochure of the scheme.

And WHEREAS the Borrower has under the provisions of the Rules framed by AGIF to regulate the grant of loan to the members of AGIF for building houses etc, (hereinafter referred to as the said rules including any modification thereof) applied to the AGIF for a loan of Rs.20,00,000/- to purchase a house/flat under the above mentioned scheme and the AGIF has sanctioned of loan of Rs. _____/-to the borrower vide Army HQ letter No. _____ dated _____ a copy of which is annexed to these presents for the purpose of aforesaid on the terms and conditions set forth therein.

Signature of
AGIF

Signature of Board/Builder/Society
(with Rubber stamp)

Signature of Borrower

In consideration of the sum of Rs.5,07,000/- (Rupees Five Lakhs Seven Thousand Only) already deposited by the borrower as initial amount of registration deposit with the board the under scheme for the purchase of under construction/ yet to be taken over house/flat and the sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) (insert amount of loan now sanctioned) to be paid by the AGIF directly to the Board on behalf of the borrower, it is hereby agreed to by and between the parties hereto as follows:

1. On the receipt of an assurance from the Board that the house will be allotted to the applicant, the amount of house building loan permissible will be sanctioned to the borrower but the actual payment will be made to the Board as and when demanded by them as per demand letter.
2. The Board will maintain a separate account for the Borrower and adjust the payment of advance received by it from AGIF against the cost of construction of a particular category of house/flat applied for by him.
3. The Board undertakes to hand over the documents when executed of the title in respect of the flat to AGIF directly.
4. The cost of house/flat, if in excess of the amount of the housing loan sanctioned, will be borne and paid by the borrower.
5. The borrower is to repay the AGIF the said amount of Rs. _____/- (loan amount) in _____ (number of installment equated monthly installment of Rs. _____ from his pay commencing from the month of _____. The borrower hereby authorizes the AGIF to make such deductions from his monthly pay.
6. If the borrower wants to withdraw from the Scheme or fails to pay the balance amount representing the difference between the loan sanctioned by the AGIF and the actual cost of the house/flat or quits the service of the Government or dies, the amount of the House Building Advance will be refunded by the Board forthwith to the AGIF. The amount of initial deposit paid by the borrower to the Board will be refunded to the borrower or his legal heirs, as the case may be, by the Board after deducting such amount as may be payable by him as communicated in the brochure.
7. Provided, however, in the event the borrower quits the service of the Government or dies, the Board may in its absolute discretion, allows the borrower or his legal heir, if they choose so, as the case may be, to deposit the amount refunded to the AGIF as mentioned hereinafter on an undertaking by the borrower or his legal heirs, as the case may be to pay such further sum or sums as may have been payable by him under these presents to the Board.
8. Provided, further that in the even the borrower quits the service of the Govt or dies, as the case may be, the terms of this agreement as applicable to the Board and the borrower shall be deemed to continue and shall always be deemed to have been continued irrespective of the fact that in relation to the AGIF this agreement has come to an end.
9. The Board has noted the lien of AGIF on the property. The Board undertakes that as soon as the registration formalities are completed they will send the Registry Documents directly to AGIF through Registered Post.
10. In witness where of the borrower has here into set his hand and Shri Soham Modi of the Board has hereunto set his hand and _____ Brig/Col _____ for and on behalf of the AGIF has here unto set his hand.

Witnesses (of the Board and AGIF)

1. Signature of Representative
Full Name and address _____

2. Signature of Representative
Full Name and address _____

(Signature of the Loanee)

For Greenwood Estates

(Signature of the Chairman)

BOARDS/BLDR/COLONISER
SOCIETY/BUILDER/HOUSINGBOARD

(Signature of the AGIF)



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BA 484507

5672 26/4/13 100/-

K. Bhaskar Blok. Narasimha, R. N. Jay
Self & others.

[Signature]

SUB REGISTRAR
SUPERINTENDENT
Ex. Office Stamp Vender
R.O. HYDERABAD.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the _____ day of May 2013 at SRO, Vallabhnagar, Ranga Reddy District by and between:

1. SHRI. KARNATI BHASKAR, SON OF SHRI. K. NARSIMHA, aged about 48 years, Occupation Business, Resident of H. No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
2. SHRI. K. GOPINATH, SON OF SHRI. K. BHASKAR aged about 23 years, Occupation Business, Resident of H. No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
3. SHRI. A. PURUSHOTHAM, SON OF SHRI. A. VITTAL, aged about 48 years, Occupation Business, Resident of H. No. 1-3-1/C/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
4. SHRI. A. SRINIVAS, SON OF SHRI. A. VITTAL, aged about 38 years, Occupation Business, Resident of H. No. 1-3-1/C/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
5. SHRI. BELIDE VENKATESH, SON OF SHRI. EASHWARAIAH, aged about 45 years, Occupation Business, Resident of H. No. 1-3-2, Kisan Nagar, Bhongir, Nalgonda Dist., hereinafter referred to as the Builder.

[Signature]

[Signature]

[Signature]

[Signature]

AND

Major KAMALDEEP SINGH, SON OF Mr. GURBACHAN SINGH, aged about 36 years, Occupation: Service, residing at # H. No: 139, Sector-C, Defence Colony, Ambala Cantt - 133 001., hereinafter referred to as the Buyer.

The expression Builder and Buyer shall mean and include his/her/theirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

WHEREAS:

- A. The Buyer under a Sale Deed dated .05.2013 has purchased a semi-finished apartment bearing flat no. 303 on the third floor, in block no. 'A', admeasuring 1230 sft., of super built up area in residential apartments styled as 'Greenwood Residency' forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District (hereinafter after referred to as the Scheduled Apartment). This Sale Deed is registered as document no. / 2012 in the office of the Sub-Registrar, Vallab Nagar, Hyderabad. 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. 303 on the third floor, in block no. 'A' 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:

1. The Builder shall complete the construction for the Buyer a semi-deluxe apartment bearing flat no. 303 on the third floor, in block no. 'A', admeasuring 1230 sft., of super built up area and undivided share of land to the extent of 65.88 sq. yds, a reserved parking space for single car admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for a amount of Rs. 9,18,000/- (Rupees Nine Lakhs Eighteen Thousand Only).

1 K. Bhar

3 A. Motiram

5 N. Srinivas

2 D. Gupta

4 A. Srinivas

2. The Buyer already paid to the builder the above said amount of Rs.918000/-(Rupees Nine Lakhs Eighteen Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
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 3 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 flat no. 303 on the third floor, in block no. 'A' 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.

1 K. Bhar

3 A. Prakash

~~K. N. S. S. S.~~

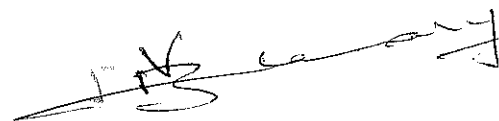
2 K. Gupta

4 A. S. S.

9. The Builder shall complete the construction of the Apartment and handover possession of the same by 30.05.2013 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.
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 Greenwood 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 Greenwood 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.

1. R. Bhan

3. A. Prakash



2. D. Gupta

4. A. Singh

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.
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.

1 K. Bhar

3 A. Sankham ~~11/11/2017~~

2 K. Gupta

4 A. Sankham

SCHEDULE 'A'

SCHEDULE OF LAND

ALL THAT PORTION OF THE LAND AREA to the extent of Ac. 6-05 gts., in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, under S.R.O. Vallab Nagar and bounded as under:

North By	Land in Sy. No. 202
South By	Village boundary of Yapral
East By	Land in Sy. No. 202
West By	Land in Sy. No. 207 & 212

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming a semi-deluxe apartment bearing flat no.303 on the third floor, in block no. 'A' admeasuring 1230 sft., of super built-up area (i.e., 984 sft. of built-up area & 246 sft. of common area) together with proportionate undivided share of land to the extent of 65.88 sq. yds., and reserved parking space for single car on the stilt floor, admeasuring about 100 sft., in the residential apartment named as "Greenwood Residency", forming part of Sy. Nos. 202, 203, 204, 205 & 206, situated at Kowkur Village, Malkajgiri Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Open to Sky & 7' wide corridor
South By	Flat No. 312
East By	Open to Sky
West By	Open to Sky

WITNESSES:

1.

1. *R. Bhar*

2. *D. Gupta*

2.

3. *A. M. M. M.*

4. *A. S. S.*

5. *[Signature]*

BUILDER

BUYER

SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION

Item	Semi-Deluxe Flat	Deluxe Flat
Structure	RCC	
Walls	4"/6" solid cement blocks	
External painting	Exterior emulsion	
Internal painting	Smooth finish with OBD	
Flooring	Ceramic tiles	Marble slabs
Door frames	Wood (non-teak)	
Doors & hardware	Flush doors with branded hardware Panel main door - polished. Other doors - enamel	Panel doors with branded hardware Panel main door - polished. Other doors - enamel
Electrical	Copper wiring with modular switches	
Windows	Aluminum sliding windows with grills	
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado with bathtub in one bathroom.
Utility room	Separate utility area in each flat	
Sanitary	Branded sanitary ware	
C P fittings	Branded CP Fittings	Superior Branded CP Fittings
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft granite tiles dado, SS sink with drain board.
Plumbing	GI & PVC pipes	
Lofts	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.

1. *R. Shan*

2. *K. Gupta*

2.

3. *A. Pruthi*

4. *A. Singh*

[Signature]

BUILDER

BUYER.

REGISTRATION PLAN SHOWING

FLAT NO. 303 IN BLOCK NO. 'A' ON THIRD FLOOR

IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"

IN SURVEY NOS. 202, 203, 204, 205 & 206

KOWKUR VILLAGE,

MALKAJGIRI

Mandal, R.R. Dist.

BUILDERS: SHRI. KARNATI BHASKAR, S/O. SHRI. K. NARSIMHA & OTHERS

BUYER: MAJOR KAMALDEEP SINGH, SON OF MR. GURBACHAN SINGH

REFERENCE:
AREA:

65.88

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

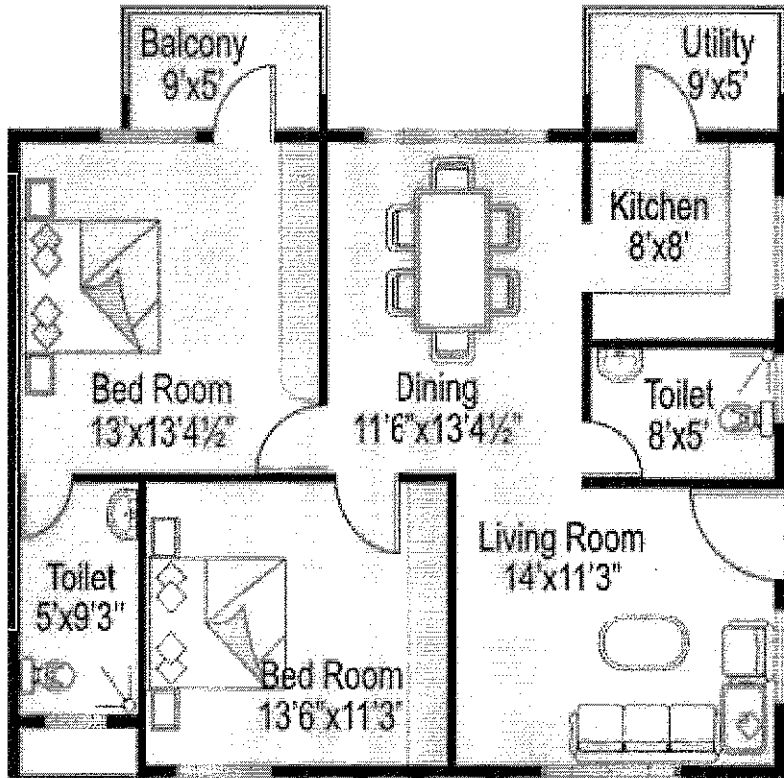
EXCL:

TOTAL LAND : Ac. 6-05 Gts.
PLINTH AREA : 1230 Sft.

Open to Sky

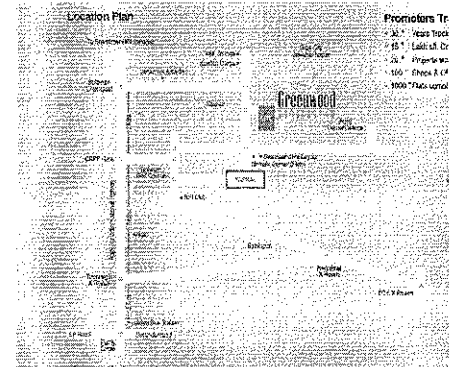


Flat No.312



Open to Sky & 7' wide corridor

Location Map



Open to Sky

1. K. Bhar
2. K. Gopal Reddy
3. A. Anantham

(Handwritten signature of the builder)

WITNESSES:

1.

SIG. OF THE BUILDER

2.

SIG. OF THE BUYER