

Cms 3279

DOCT No. 3326/09

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIAN NON JUDICIAL

SCANNED

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

MS

AE 594929

972 01/12/2009
S.No. Date Rs. 1000
Name: Anil Kumar
S/o. W/o. D/o. Narasing Rao
For Whom: Green Wood Estates

U. MASTANA
S.M.L. No. 09/2009
H.No. 8-3-228/678/209
YOUSUFGUDA, HYDERABAD.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 22nd day of December 2009 at SRO. Vallabhnagar, Hyderabad by and between:

M/s. GREENWOOD ESTATES, 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 Partners / Authorised representatives Shri. Soham Modi, Son of Shri. Satish Modi aged about 39 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, Occupation: Business, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter referred to as the Builder.

AND

MR. MOHD. FAKRUDDIN, SON OF MR. MOHD. NAYEEMUDDIN, aged about 59 years, Occupation: Retired, residing at SOQ No. 20, HAL Enclave, Old Madras Road, Bangalore - 560 093, 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.

For Greenwood Estates

For Greenwood Estates

[Signature]
Partner

[Signature]
Partner

[Signature]

WHEREAS:

- A. The Buyer under a Sale Deed dated 22.12.2009 has purchased a semi-finished, semi-deluxe apartment bearing flat no. 229 on the second floor in block no. 'C', admeasuring 1665 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. 3325/09 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 flat no. 229 on the second floor in block no. 'C' 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:

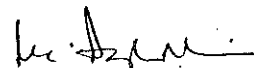
1. The Builder shall complete the construction for the buyer a semi-deluxe apartment bearing flat no. 229 on the second floor in block no. 'C', admeasuring 1665 sft. of super built up area and undivided share of land to the extent of 89.18 sq. yds, a reserved parking space for single car admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 18,90,000/- (Rupees Eighteen Lakhs Ninety Thousand Only).
2. The Buyer has already paid to the Builder an amount of Rs. 17,90,000/- (Rupees Seventeen Lakhs Ninety Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
3. The Buyer shall pay to the Builder the balance amount of Rs. 1,00,000/- (Rupees One Lakh Only) on or before completion of the flat.

For Greenwood Estates


Partner

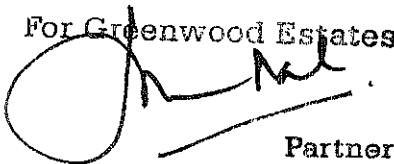
For Greenwood Estates


Partner



4. 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.
5. 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.
6. 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.
7. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing flat no. 229 on the second floor in block no. 'C' to the Builder for the purposes of completion of construction of the apartment.
8. 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.
9. 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.
10. The Builder shall complete the construction of the Apartment and handover possession of the same by 25th January 2010, 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 Greenwood Estates

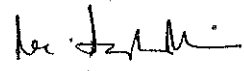


Partner

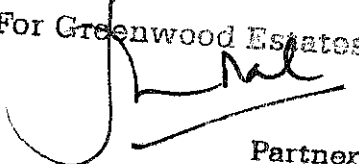
For Greenwood Estates



Partner

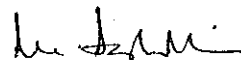


11. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

For Greenwood Estates

Partner

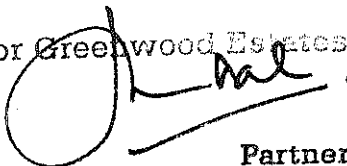
For Greenwood Estates


Partner



18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. Stamp duty and Registration amount of Rs. 19,900/- is paid by way of challan no. 130198, dated 26.12.2009, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 18,900/- paid by the way of pay order No. 153268, dated 21.12.2009, HDFC Bank, S. D. Road, Secunderabad.

For Greenwood Estates


Partner

For Greenwood Estates


Partner

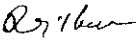



SCHEDULE OF APARTMENT

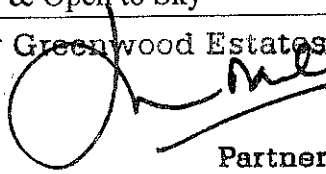
All that portion forming a semi-finished semi-deluxe apartment bearing flat no.229 on the second floor in block no. 'C' admeasuring 1665 sft. of super built-up area (i.e., 1332 sft. of built-up area & 333 sft. of common area) together with proportionate undivided share of land to the extent of 89.18 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 & Stair Case
South By	Open to Sky
East By	Open to Sky
West By	7' wide corridor & Open to Sky

WITNESSES:

1. 
2. 

For Greenwood Estates


Partner

For Greenwood Estates


Partner
BUILDER

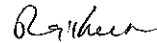

BUYER

**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:

WITNESSES:

1. 

2. 

For Greenwood Estates


Partner

For Greenwood Estates


Partner
BUILDER


BUYER.

REGISTRATION PLAN SHOWING

FLAT NO. 229 IN BLOCK NO. 'C' ON SECOND FLOOR

IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"

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

KOWKUR VILLAGE,

MALKAJGIRI

Mandal, R.R. Dist.

BUILDER: M/S. GREENWOOD ESTATES, REPRESENTED BY ITS PARTNERS

1. MR. SOHAM MODI, SON OF MR. SATISH MODI

2. MRS. K. SRIDEVI, WIFE OF MR. K. V. S. REDDY

BUYER: MR. MOHD. FAKRUDDIN, SON OF MR. MOHD. NAYEEMUDDIN

REFERENCE:
AREA: 89.18

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

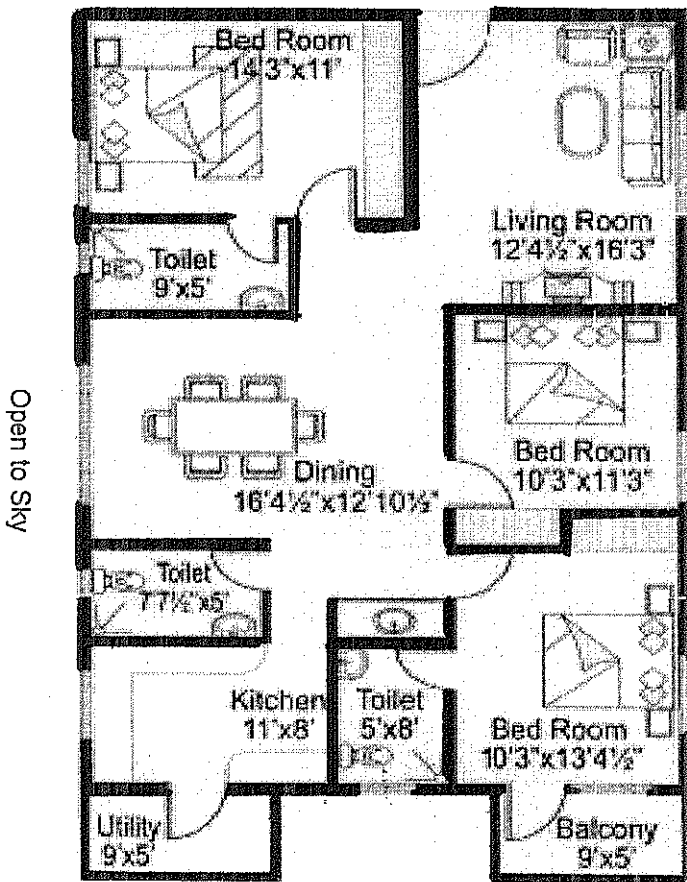


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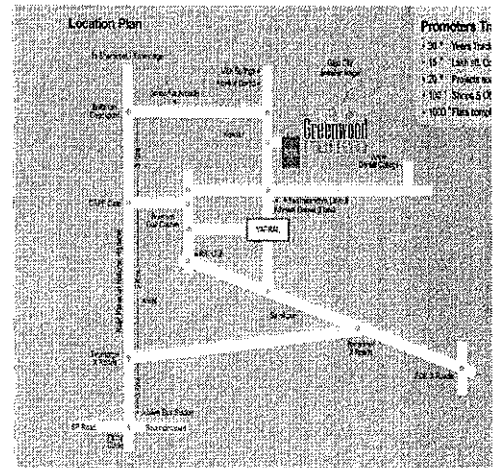
U/S. OUT OF TOTAL: Ac- 6-05Gts.
PLINTH AREA : 1665 Sft.



7' wide corridor & Open to Sky



Open to Sky & Staircase



Open to Sky For Greenwood Estates

[Signature]
Partner

For Greenwood Estates

[Signature]
Partner

WITNESSES:



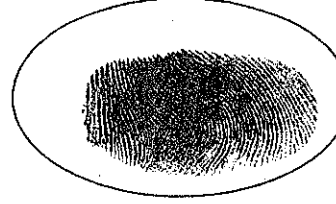
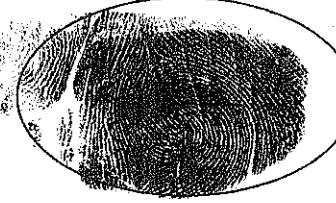
1. *[Signature]*
2. *[Signature]*

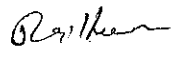

SIG. OF THE BUILDER

[Signature]

SIG. OF THE BUYER

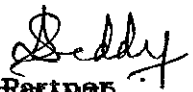
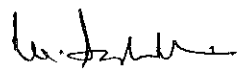
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
		BUILDER: M/S. GREENWOOD ESTATES A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD SECUNDERABAD -500 003 REP. BY ITS PARTNERS 1. SHRI. SOHAM MODI SON OF SHRI. SATISH MODI 2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES UMA NAGAR, 1 ST LANE BEGUMPET HYDERABAD SPA FOR PRESENTING DOCUMENTS: <u>VIDE DOC NO. 8/IV/ 2008 Dt. 19/01/08</u> 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. MOHD. FAKRUDDIN S/O. MOHD. NAYEEMUDDIN R/O. SOQ NO. 20, HAL ENCLAVE, OLD MADRAS ROAD, BANGALORE - 560 093.
		
		
		

SIGNATURE OF WITNESSES:
 1. 
 2. 

For Greenwood Estates

 Partner

For Greenwood Estates

 SIGNATURE OF EXECUTANTS

 SIGNATURE OF BUYER




Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 003379/2009 of SRO: 1508(VALLABNAGAR)

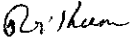
Presentant Name(Capacity): SOHAM MODI(EX)


Report Date: 26/12/2009 16:06:10

This report prints Photos and FPs of all parties

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1			(CL) MOHD FAKRUDDIN SOQ NO 20 HAL ENCLAVE OLD MADRAS RD BANGALORE- 093	

Identified by

Witness 1 

Witness 2 

Photos and TIs

captured by me


Capture of Photos and TIs

done in my presence

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

AIYPK2089F



नाम /NAME

SRIDEVI KALICHETI

पिता का नाम /FATHER'S NAME

VENKATA RAMI REDDY NARALA

जन्म तिथि /DATE OF BIRTH

19-04-1977

हस्ताक्षर /SIGNATURE

Sridevi

Reddy

मुख्य आयकर अधिकारी, आन्ध्र प्रदेश

Chief Commissioner of Income-tax, Andhra Pradesh

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER

ABMPM6725H



नाम /NAME

SOHAM SATISH MODI

पिता का नाम /FATHER'S NAME

SATISH MANILAL MODI

जन्म तिथि /DATE OF BIRTH

18-10-1969

हस्ताक्षर /SIGNATURE

Soham Modi

मुख्य आयकर अधिकारी, आन्ध्र प्रदेश

Chief Commissioner of Income-tax, Andhra Pradesh

आयकर विभाग

INCOME TAX DEPARTMENT



भारत सरकार

GOVT. OF INDIA

PRABHAKAR REDDY K

PADMA REDDY KANDI

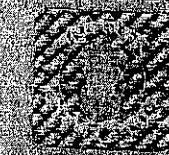
15/01/1974

Permanent Account Number

AWSP8104E

Prabakar Reddy

Signature



108920015

Prabakar

स्थायी लेखा संख्या

/PERMANENT ACCOUNT NUMBER



ACCPM6924D

नाम /NAME

FAKRUDDIN MOHMMAD

पिता का नाम /FATHER'S NAME

MOHAMMAD NAYEEMUDDIN

जन्म तिथि /DATE OF BIRTH

15-07-1949

R. D. Maheshwar

हस्ताक्षर /SIGNATURE

आयकर आयुक्त, नासिक

COMMISSIONER OF INCOME-TAX, NASIK

इस कार्ड के खो / भिल जाने पर कृप्या जारी करने
वाले प्राधिकारी को सूचित / वापस कर दें
आयकर आयुक्त,
केन्द्रीय राजस्व भवन,
पुराना आगरा रोड, गडकरी चौक,
नासिक - 422 002.

In case this card is lost/found, kindly inform/return to
the issuing authority :
Commissioner of Income-tax,
Kendriya Rajaswa Bhavan,
Old Agra Road, Gadkari Chowk,
Nasik - 422 002.

Self attested photocopy.

Mr. J. J. J.
26/12/09

దస్తావేజులు మరియు రుసుముల రశీదు

నెం. 8159
 శ్రీమతి / శ్రీ K. Prabhakar Reddy SPALDOR

ఈ దిగువ ఉదహరించిన దస్తావేజులు మరియు రుసుము పుచ్చుకోవడమైనది.

దస్తావేజు స్వభావము	sale	CA		
దస్తావేజు విలువ	12,00,000	18,90,000		
స్టాంపు విలువ రూ.	100/-	100/-		
దస్తావేజు నెంబరు	3325/09	3326/09		
రిజిస్ట్రేషన్ రుసుము	6000-	1000-		vat gm 12000/-
లోటు స్టాంపు(D.S.D.)	59900-	18800-		153267-
GHMC (T.D.)	24000	-		dt-21/12/09
యూజర్ ఛార్జీలు	100-	100-		vat gm 18900
అదనపు షీట్లు	/	/		153268
				dt-21/12/09
మొత్తం	90,000	19900 =	1,09,900	

130196
 130198
 dt 26/12/09

(అక్షరాల) Rupees one lakh nine thousand and nine hundred only
 రూపాయలు మాత్రమే
 తేది 26/12/09
 వాచను తేది _____
 7/12/09 DATE
 సబ్ రిజిస్ట్రారు
 సబ్ రిజిస్ట్రారు
 పల్లెవీసంగి

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.