

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH 30/5/09 Whor.

G CHIMALGI

STAMP VENDOR Licence No.1/2009 5-4-76/A, Cellar Ranigunj, SECUNDERABAD-500 003.

AGREEMENT FOR CONSTRUCTION

- This Agreement for Construction is made and executed on this the 1st day of June 2009 at SRO. Vallabhnagar, Ranga Reddy District by and between:
 - 1. SHRI. KARNATI BHASKAR S/O. SHRI. K. NARSIMHA, aged about 41 years, Occupation: Business, resident of H. No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.

2. SHRI. K. GOPINATH, S/O. SHRI. K. BHASKAR aged about 20 years, Occupation: Business, resident of H. No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.

3. SHRI. A. PURUSHOTHAM, S/O. SHRI. A. VITTAL, aged about 41 years, Occupation Business, resident of H. No. 1-3-1/C/1, Flat No. 101, Jayamansion, Kavadiguda, Hyderabad.

4. SHRI. A. SRINIVAS, S/O. SHRI. A. VITTAL, aged about 33 years, Occupation Business, resident of H. No. 1-3-1/C/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.

5. SHRI. BELIDE VENKATESH, S/O. SHRI. EASHWARAIAH, aged about 40 years, Occupation: Business, resident of H. No. 1-3-2/C/1, Kisan Nagar, Bhongir, Nalgonda Dist, hereinafter referred to as the Builder.

AND

1. MR. MANJINDER SAROA, SON OF MR. PIARE LAL, aged about 36 years, Occupation: Service

2. MRS. SABIHA SAROA, WIFE OF MR. MANJINDER SAROA, aged about 34 years both are residing at 202, Cresent Heavens Apartment, Venkateshwara Officers Colony, R. K. Puram, Secunderabad - 500056, 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.

2 A Partions

WHEREAS:

- A. The Buyer under a Sale Deed dated 01.06.2009 has purchased a semi-finished, semi-deluxe apartment bearing flat no. 525 on the fifth floor in block no. 'C', 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. ______ 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. 525 on the fifth 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. 525 on the fifth floor in block no. 'C', 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. 18,39,000/- (Rupees Eighteen Lakhs Thirty Nine Thousand only).
- 2. The Buyer shall pay to the Builder the balance consideration of Rs. 18,39,000/- (Rupees Eighteen Lakhs Thirty Nine Thousand only).

Sl. No.	Amount	Due date of payment
Installment I	9,59,000/-	01.04.2009
Installment II	3,30,000/-	01.05.2009
Installment III	5,50,000/-	01.06.2009

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.

Q. Bloom

J. CREST

3 DECEMENTO

2 July as

- The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all 4. delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1month from the due date.
- The Buyer at his discretion and cost may avail housing loan from Bank / Financial 5. 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.
- The Buyer has handed over the vacant and peaceful possession of the semi-finished 6. apartment bearing no. 525 on the fifth floor in block no. 'C' to the Builder for the purposes of completion of construction of the apartment.
- The Builder shall construct the Apartment in accordance with the plans and designs and 7. 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.
- The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may 8. 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.
- The Builder shall complete the construction of the Apartment and handover possession of 9. the same by 1st June 2009 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.
- The Builder upon completion of construction of the Apartment shall intimate to the 10. 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.
- The Buyer upon taking possession of the apartment shall own and possess the same 11. absolutely and shall have no claims against the Builder on any account, including any defect in the construction.

2 D. Coppette 3 A. Blothoms 1

- The Buyer upon receipt of the completion intimation from the Builder as provided above, 12. 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.
- The Builder shall deliver the possession of the completed Apartment to the Buyer only 13. upon payment of entire consideration and other dues by the Buyer to the Builder.
- The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, 14. 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.
- The Buyer agrees that under no circumstances including that of any disputes or 15. 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. 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.
- It is hereby agreed and understood explicitly between the parties hereto that the Buyer 16. 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.
- The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the 18. 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.

K. Shor

2 & Copling A. Provisions 1 Rough

- 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.
- In case of any dispute between the parties, the matter shall be resolved by arbitration 20. 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.
- Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in 21. 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.
- In the event of any changes in the terms and conditions contained herein, the same shall 22. be reduced to writing and shall be signed by all the parties.

· Alin

SCHEDULE OF APARTMENT

All that portion forming a semi-deluxe apartment bearing flat no 525 on the fifth floor in block no. 'C' 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	Flat No. 516	
South By	Open to sky & 7' wide corridor	
East By	7' wide corridor & Open to sky	
West By	Open to sky	

WITNESSES:

1.

2.

2. J. Coper

BUILDER

BUYER

	SCHEDULE OF SPECIFICATE COMPLETION OF CONSTRU	ION FOR JCTION		
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 & PV	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:

& Show

2 J. Copilate

3 A. R. Shain

1.

BUILDER

RI

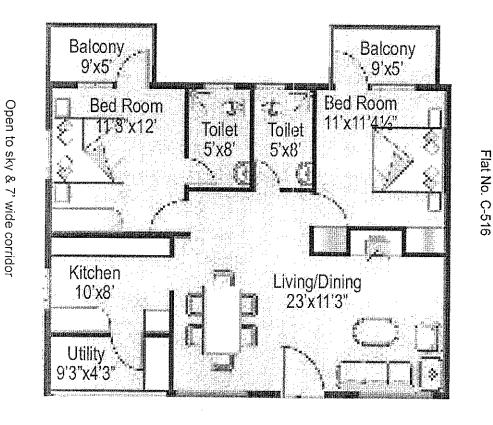
BUYER.

2.

REGISTRATION P	LAN SHOWIN	G FLAT NO. 525	IN BLOCK NO. 'C' ON FIFTH	FLOOR
		IN PROJECT K	NOWN AS "GREENWOOD I	RESIDENCY"
IN SURVEY NOS.	202, 203, 204	, 205 & 206	111111111111111111111111111111111111111	SITUATED AT
	KOWKUR VII	_LAGE,	MALKAJGIRI	Mandal, R.R. Dist.
BUILDER:	MR. KARNATI BHASKAR, SON OF MR. K. NARSIMHA AND OTHERS			
BUYER:	MR. MANJINE	DER SAROA, SON OF M	IR. PIARE LAL	
	MRS. SABIHA	SAROA, WIFE OF MR.	MANJINDER SAROA	
REFERENCE: AREA:	65.88	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:

Open to sky





Open to sky & 7' wide corridor

WITNESSES:

1.

2.

SIG. OF THE BUILDER

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
		PHOTO BLACK & WHITE	VENDORS: 1. SHRI. KARNATI BHASKAR S/O. SHRI. K. NARSIMHA R/O. H. NO. 2-44/1 SAI NAGAR CHAITANYAPURI DILSHUKNAGAR HYDERABAD.
		PHOTO BLACK & WHITE	2. SHRI. K. GOPINATH S/O. SHRI. K. BHASKAR R/O. H. NO. 2-44/1 SAI NAGAR CHAITANYAPURI DILSHUKNAGAR HYDERABAD.
		PHOTO BLACK & WHITE	3. SHRI. A. PURUSHOTHAM S/O. SHRI. A. VITTAL R/O. H. NO. 1-3-1/C/1 FLAT NO. 101, 1 ST FLOOR JAYAMANSION KAVADIGUDA HYDERABAD.
		PHOTO BLACK & WHITE	4. SHRI. A. SRINIVAS S/O. SHRI. A. VITTAL R/O. H. NO. 1-3-1/C/1 FLAT NO. 101, 1 ST FLOOR JAYAMANSION KAVADIGUDA HYDERABAD
		PHOTO BLACK & WHITE	5. SHRI. BELIDE VENKATESH S/O. SHRI. EASHWARAIAH R/O. H. NO. 1-3-2/C/1 KISAN NAGAR BHONGIR NALGONDA DIST.
<u>SIGNATURI</u> 1.	E OF WITNESSES:	1 6.B1	Can 2 A. Caplife 3 A. Brokens

2.

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

BUYERS:

 MR. MANJINDER SAROA S/O. MR. PIARE LAL R/O. 202, CRESENT HEAVENS APARTMENTS, VENKATESHWARA OFFICERS COLONY, R. K. PURAM, SECUNDERABAD – 500 056.

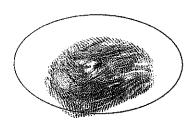


PHOTO BLACK & WHITE 2. MRS. SABIHA SAROA
W/O. MR. MANJINDER SAROA
R/O. 202, CRESENT HEAVENS APARTMENTS,
VENKATESHWARA OFFICERS COLONY,
R. K. PURAM,
SECUNDERABAD – 500 056.

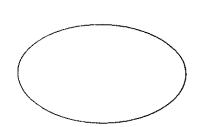


PHOTO BLACK & WHITE

REPRESENTATIVE:

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

SIGNATURE OF WITNESSES:

1.

2.

1 K. Shan

* A count

SIGNATURE OF EXECUTANTS

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.

We stand herewith our photograph(s) and finger prints in the form prescribed, through my representative, Mr. K. Prabhakar Reddy, as We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Vallabhnagar, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)