

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

ST. No. 5804 Date 28/8/09 Rs. 100

See

L. S. Chinnay
AA 316893
LEELA G CHIMALG
STAMP VENDOR
Licence No. 1/2009
5-4-76/A, Cedar Ranigunj,
SECUNDERABAD-500 003

S/o. S. Mahesh AGREEMENT OF SALE

S/o. S. Biksha Patil
For Greenwood Estates

This Agreement of Sale is made and executed on this the 14th day of August 2009 at Secunderabad 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 37 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, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter called the "Vendor".

A N D

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 18 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, 1st floor, 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.

being represented by Shri. Soham Modi, Son of Shri. Satish Modi aged about 37 years, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, the Managing Partners/ Authorised Representatives of M/s. Greenwood Estates who is the Joint Development Agreement cum General Power of Attorney Holders by virtue of document no. 4101/07, dated 13.09.2007, registered at S.R.O. Vallab Nagar, hereinafter called the "Owners".

For Greenwood Estates

Partner

For Greenwood Estates

Partner

IN FAVOUR OF

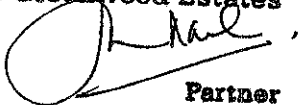
Wg. Cdr. M. A. Pasha, son of Mr. N. D. Yacoob Ali, aged about 55 years, residing at Station Head Quarters, 45 Wing, Air Force, C/o. 56 APO, hereinafter called the "Buyer".

The expression Vendors, Owners and Buyer shall mean and include his/her/their heirs, successors, legal representatives, executors, nominees, assignees etc.

WHEREAS:

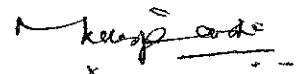
- A. The Vendor is the absolute owner, possessor and in peaceful enjoyment of land forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, admeasuring Ac. 3-00 Gts. by virtue of registered sale deed dated 8.2.2007, bearing doc. No. 741/2007 and, Sale Deed dated 5.01.2007 bearing document no. 64/2007 duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District (hereinafter this land is referred to as the Vendors Land).
- B. The Vendor has purchased a portion of the land admeasuring about Ac. 1-00 Gts., from its previous owner Shri. Bhasker K. Bhatt vide doc no. 741/2007 referred to above. Shri. Bhasker K Bhatt became the owner of the said Ac. 1-00 Gts., of land in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District by virtue of registered sale deed dated 5.01.2007 bearing document no. 62/2007 and duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District.
- C. The Owners were the absolute owners, possessors and in peaceful enjoyment of land forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District, admeasuring Ac. 3-05 Gts. by virtue of registered sale deed dated 5.01.2007, bearing document no. 63/2007 duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District (hereinafter this land is referred to as the Owners Land).
- D. The Vendors Land along with the Owners Land totally admeasuring Ac. 6-05 Gts., in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District is hereinafter the referred to as the SCHEDULED LAND and is more particularly described at the foot of the document.
- E. The Vendor and the Owners have purchased the SCHEDULED LAND for a consideration from its previous owners and pattedars namely:
- Shri. M. Jagan Mohan Reddy, S/o. late Shri. Shankar Reddy
 - Shri M. Madhu Mohan Reddy, S/o. late Shri. Shankar Reddy
 - Shri. M. Sudhir Reddy, S/o. late Shri. Narayana Reddy
 - Shri. M. Sushanth Reddy, S/o. late Shri. Narayana Reddy
- F. The Vendor and the Owners have entered into an Joint Development Agreement dated 13.09.2007 in respect of development of the property admeasuring Ac. 6-05 Gts., forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District which is herein after referred to as the SCHEDULED LAND. This Joint Development Agreement is registered with SRO, Vallab Nagar as document bearing no. 4100/07, dated 13.09.2007.
- G. As per the terms of Joint Development Agreement, the Owners and the Vendor have agreed to share the proposed constructed areas as contained in Clause 11 and Annexure VI to the above referred Joint Development Agreement.

For Greenwood Estates


Partner

For Greenwood Estates


Partner



- H. Broadly the Vendors shall be entitled to 61 flats aggregating to 88,445 Sft of constructed area along with 4,738 sq yds of undivided share of land in the SCHEDULED LAND. The Owner shall be entitled to 284 flats aggregating to 4,06,070 Sft of constructed area along with 21,757 sq yds of undivided share of land in the SCHEDULED LAND.
- I. The Vendor has obtained the necessary permissions from Hyderabad Urban Development Authority and the Alwal Municipality vide their Letter No. 3822/P4/P/H/07, dated 9.7.2007. In accordance with the sanctioned plan in all 345 number of flats in 3 blocks aggregating to about 4,94,525 sft along with parking on the stilt floor and other amenities are proposed and agreed to be constructed
- J. The proposed development consisting of 345 flats in 3 blocks with certain common amenities is named as 'GREENWOOD RESIDENCY'.
- K. The Buyer is desirous of purchasing apartment no. 116 on the first floor in block no. 'C' having a super built-up area of 1230 sft. (i.e., 984 sft. of built-up area & 246 sft. of common area) together with undivided share in the scheduled land to the extent of 65.88 sq. yds. and a reserved parking space for one car on the stilt floor admeasuring about 100 sft in the building known as GREENWOOD RESIDENCY and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment
- L. The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of GREENWOOD RESIDENCY. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- M. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 23,96,000/- (Rupees Twenty Three Lakhs Ninety Six Thousand Only) and the Buyer has agreed to purchase the same.
- N. The Buyer has made a provisional booking vide booking form no. 1151 dated 27th July 2009 for the above referred apartment and has paid a booking amount of Rs. 25,000/- to the Vendor.
- O. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Semi-Deluxe Apartment together with proportionate undivided share in land and parking space, as a package, as detailed here below in the residential apartment named as Greenwood Residency, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.

Schedule of Apartment:

- a) Semi-Deluxe Apartment No. 116 on the first floor in block no. 'C' admeasuring 1230 sft of super built up area.
- b) An undivided share in the Schedule Land to the extent of 65.88 Sq. Yds.
- c) A reserved parking space for single car on the stilt floor, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 23,96,000/- (Rupees Twenty Three Lakhs Ninety Six Thousand only).

For Greenwood Estates

For Greenwood Estates

Partner

Siddhy
Partner

Manoj

3. That the Buyer has paid an amount of Rs. 25,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
4. The Buyer agrees to pay the balance sale consideration amount of Rs. 23,71,000/- to the Vendor in installments as stated below:


Installment	Amount	Due Date of Payment
Installment I	2,00,000/-	11.08.2009
Installment II	2,40,000/-	10.09.2009
Installment III	2,31,000/-	26.09.2009
Installment IV	9,00,000/-	30.09.2009
Installment V	2,25,000/-	26.10.2009
Installment VI	3,75,000/-	Completion of flooring, bathroom tiles, doors, windows & 1 st coat of paint.
Installment VII	2,00,000/-	On Completion

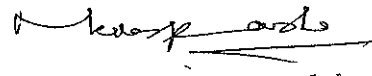
The installments received will be appropriated first towards the consideration for sale of undivided share in land.

5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates, subject to clause 6 given below.
6. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 21 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 4 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.
7. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date. That in case of delay in payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing to avail a housing loan and the Buyer fails to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be nil provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation the cancellation charges shall be Rs. 25,000/-. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 50,000/-.
8. The non-payment of any installments and/or any amounts due by the Buyer to the Vendor as stipulated under this agreement, shall entitle the Vendor to cancel the agreement 'suo-moto', unilaterally without any recourse to the Buyer and the Vendor need not give any prior notice or intimation to the Buyer of such action of cancellation of the Agreement.
9. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.

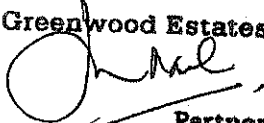
For Greenwood Estates


 Partner

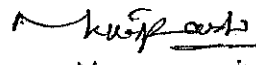
For Greenwood Estates

 Partner



10. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The Vendor 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 Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
11. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
12. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
13. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.
14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
15. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
16. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed. and/or the agreement of construction.
17. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.
18. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.

For Greenwood Estates

Partner

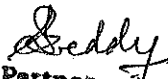
For Greenwood Estates

Partner

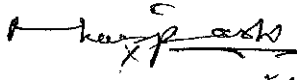

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19. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
20. That the residential apartment shall always be called 'Greenwood Residency' and the name thereof shall not be changed.
21. That the Vendor agrees to deliver the scheduled apartment to the Buyer on or before 31st December 2009, with a further grace period of 6 months.
22. That in event of any delay in the completion of the construction of the scheduled apartment and delivery of possession of the said tenement 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., the Vendor shall not be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.
23. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer 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 Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
24. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
25. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Greenwood Residency Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
26. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building; (i) install cloths drying stands or other such devices on the external side of the building.

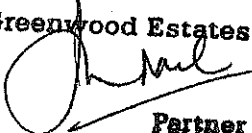
For Greenwood Estates


Partner

For Greenwood Estates

Partner



27. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, whichever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
28. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
29. That the Buyer shall become a member of the Greenwood Residency Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc. The Buyer shall pay a sum of Rs. 25,000/- & 35,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.
30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
31. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

For Greenwood Estates

Partner

For Greenwood Estates

Partner


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SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 6-05 gts., in Sy. Nos. 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 no. 116 on the first 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 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. 125
East By	Open to sky
West By	Open to sky

WITNESSES:

1.


For Greenwood Estates

Partner

For Greenwood Estates


Partner
VENDOR

2.


BUYER

SCHEDULE 'C'

SPECIFICATIONS		
Item	Semi-Deluxe Flat	Deluxe Flat
Structure	RCC	
Walls	4 7/8" 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	
Electric Power Connection	Three phase power connection with generator back-up for one fan and light point in each room	
Water supply	24 hours water supply through bore well with separate drinking water connection in kitchen. 200 ltrs loft tank in each flat.	
<p>Note:</p> <ol style="list-style-type: none"> Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided. Change to external appearance and colors shall not be permitted. Fixing of grills to the main door or balconies shall not be permitted. Change of doors or door frames shall not be permitted Changes in walls, door positions or other structural changes shall not be permitted. Only select alterations shall be permitted at extra cost. Specifications / plans subject to change without prior notice. 		

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:

For Greenwood Estates


Partner

For Greenwood Estates


Partner

VENDOR

1.

2.

X

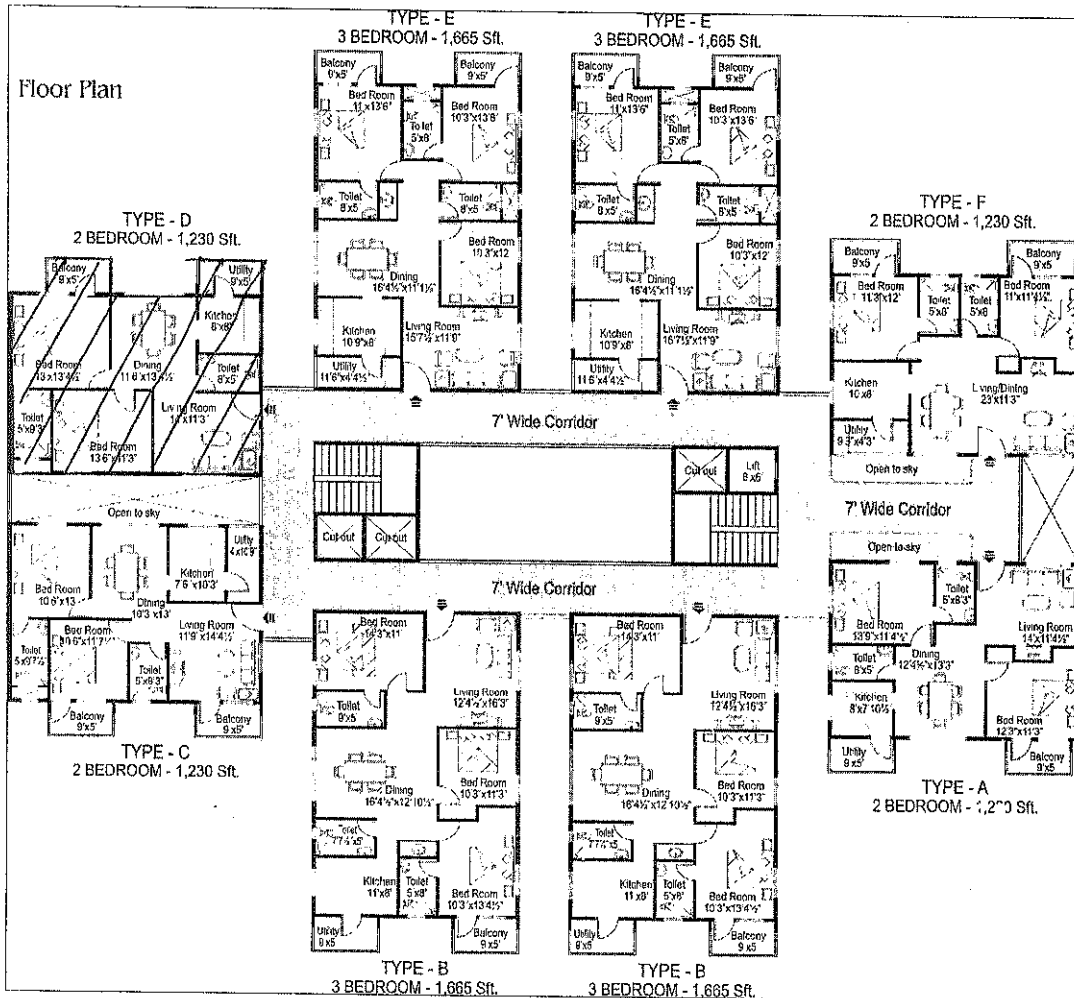
BUYER

Plan showing Apartment No. 116 on the first floor in block 'C' of 'Greenwood Residency' forming a part of Sy. No. 202 to 206, situated at Kowkur, Secunderabad – 500 010.

Vendor: M/s. Greenwood Estates
 Buyer: Wg. Cdr. M. A. Pasha
 Flat area: 1230 Sft.
 Undivided share of land: 65.88 Sq. Yds.

Boundaries :

North by: Open to sky & 7' wide corridor
 South by: Flat No. 125
 East by: Open to sky
 West by: Open to sky



WITNESSES:

- 1.
- 2.

For Greenwood Estates

Partner

For Greenwood Estates

Partner

VENDOR

X

 BUYER

भारतीय गैर न्यायिक

एक सौ रुपये

₹. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Date : 27-11-2010

Serial No : 182,412

Denomination : 100

AD 270690

Purchased By :

WG.CDR.M.A.PASHA
S/O N.D.YACOOB ALI
SEC-WAD.


Sub Registrar
Ex.Officio Stamp Vendor
S.R.O. KAPRA

For Whom :

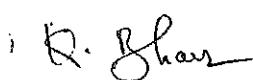

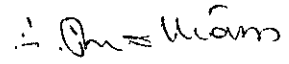

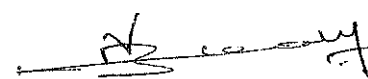
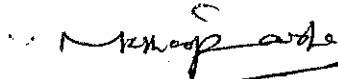
SELF

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 2nd day of December 2010 at SRO, Vallabhnagar, Hyderabad by and between:

1. SHRI. KARNATI BHASKAR, S/O. SHRI. K. NARSIMHA, aged about 44 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 45 years, Occupation Business, Resident of H. No. 1-3-1/C/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
4. SHRI. A. SRINIVAS, S/O. SHRI. A. VITTAL aged about 36 years, Occupation Business, Resident of H. No. 1-3-1/C/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.

SHRI. BELIDE VENKATESH, S/O. SHRI. EASHWARAIAH, aged about 42 years, Occupation Business, Resident of H. No. 1-3-2, Kisan Nagar, Bhongir, Nalgonda District, hereinafter referred to as the Builder.

 .  . 
 .  . 

AND

WG. CDR. M. A. PASHA, SON OF MR. N. D. YACOOB ALI, aged about 55 years, Occupation: Service, residing at Flat No. 110, B-Block, Meghadri Heights, J. N. Nagar Post, Yaprul, Secunderabad, 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 02.12.2010 has purchased a semi-finished, semi-deluxe apartment bearing flat no. 116 on the first 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. 4210/10, 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. 116 on the first 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. 116 on the first 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, and 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. 13,71,000/- (Rupees Thirteen Lakhs Seventy One Thousand Only).
2. The Buyer already paid the above said amount of Rs. 13,71,000/- (Rupees Thirteen Lakhs Seventy One Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.

1. K. Bhar
2. A. Srinivas
K. Cepuluth 3 A. Prashanth
* M. Prashanth

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 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.
5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 116 on the first floor in block no. 'C' to the Builder for the purposes of completion of construction of the apartment.
6. 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.
7. 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.
8. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st December 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.

1. K. Bhar

2. A. Srin

3. K. Cepuluth

4.

5. A. Malliam

6.

9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

· K. Bhar
· A. Srin
K. Cepuluth : A. Prudham
: Ab : M. K. P. A. D.

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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. Ghan
 .. A. Srin
 .. K. Cepuluth 3 A. Pruthi
 .. Pruthi .. Pruthi

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 Yaprul
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. 116 on first 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 a 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. 125
East By	Open to Sky
West By	Open to Sky

WITNESSES:

1. [Signature]

2.

[Signature]

1. [Signature]

2. [Signature]

3. [Signature]

4. [Signature]

5. [Signature]

BUILDER

X

[Signature]

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. K. Shan

2. D. Cepel

3. A. M. K. M. M.

4. A. S. in

5. N. S. S. S.

BUILDER

1. [Signature]

2. [Signature]

x [Signature]
BUYER.

REGISTRATION PLAN SHOWING

FLAT NO. 116 IN BLOCK NO. 'C' ON FIRST FLOOR

IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"

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

SITUATED AT

KOWKUR VILLAGE,

MALKAJGIRI

Mandal, R.R. Dist.


BUILDER: MR. KARNATI BHASKAR, SON OF MR. K. NARSIMHA AND OTHERS

BUYER: WG. CDR. M. A. PASHA, SON OF MR. N. D. YACOOB ALI

REFERENCE:
AREA: 65.88

SCALE:
SQ. YDS. OR

INCL: 
SQ. MTRS

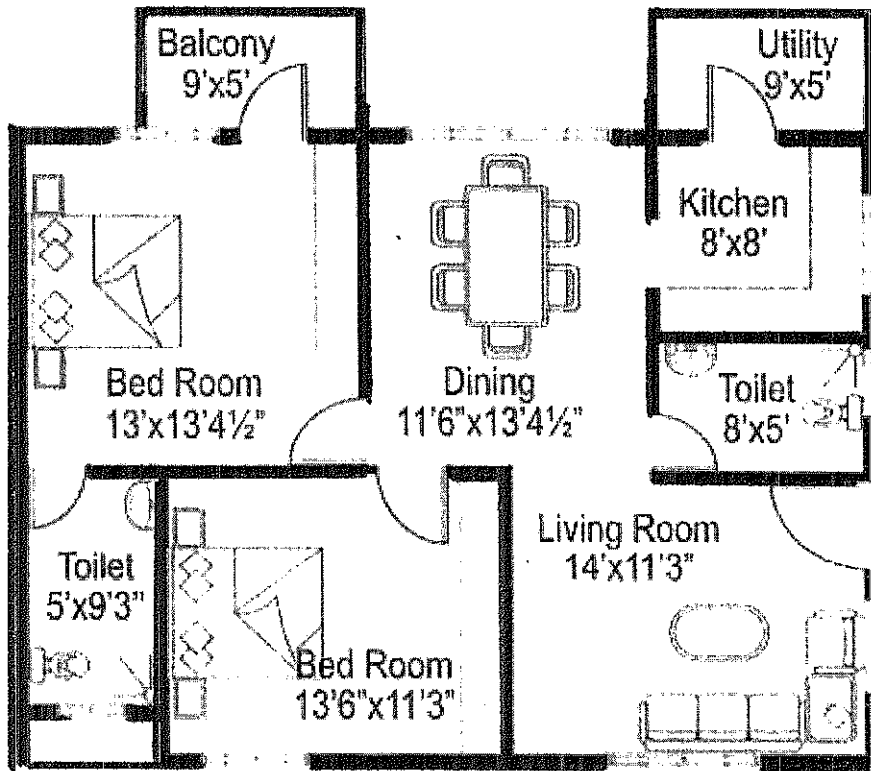
EXCL: 

U/S. OUT OF TOTAL: Ac. 6-05Gts
PLINTH AREA : 1230 Sft

Open to Sky



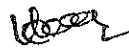
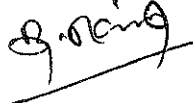
Flat No. 125



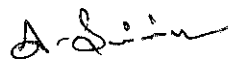
Open to Sky & 7' wide corridor

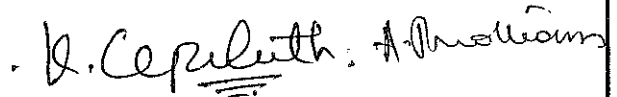
Open to Sky

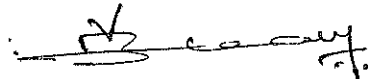
WITNESSES:

1. 
2. 









SIGNATURE OF THE BUILDER


SIGNATURE OF THE BUYER