

5161/2007 filed with court



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

E 828409

S.No. 14638 Date 14/03/2007 Rs. 100/-
 Name Phani Kumar
 S/o. D/o. D.N. Murthy
 For Whom M/S. Paramount Builders

K. Srinivas
 SVL No. 26/98, R.No. 11/2007
 City Civil Court
 SECUNDERABAD.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 9th day of April 2007 at Secunderabad by and between:

M/S. PARAMOUNT BUILDERS, a registered partnership firm having its office at 54-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

IN FAVOUR OF

MR. A. PRASAD BABU, SON OF MR. A. ABBI, aged about 31 years, residing at Flat No. 202, Shalani Towers, North Kamala Nagar, ECIL Post, Hyderabad - 500 062, referred to as the Buyer (which term shall mean and include his / her. heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Paramount Builders
Soham Modi
 Partner

For Paramount Builders
A. Prasad Babu
 Partner

1వ పుస్తకము 2007 వ సం॥ పు..... 5161.....
 దస్తావేజు మొత్తము కాగితముల సంఖ్య..... ౬.....
 ఈ కాగితము విలువ సంఖ్య..... 1.....

శాసన సభ
 07 MAR 2007
 S. SEC. BAF
 15/03/07

సబ్-రిజిస్ట్రార్

ENDORSEMENT UNDER SECTIONS 41 AND 42 OF ACT II OF 1898

Doc No. 5161/07

Date 10-4-07

I hereby certify that the Proper deficit Stamp duty of Rs 2300/-
 has been levied in respect of this instrument from
 B. R. Reddy
 on the basis of the Market Value/Consideration of Rs. 2,40,000/-

SUB-REGISTRAR OFFICE
 SHAMIRPET

Registrar/Collector
 (Under the Indian Stamp Act)



WHEREAS:

- A. The Buyer under a Sale Deed dated 09.04.07 has purchased a semi-finished, semi-deluxe apartment bearing no. 301, on the third floor in block no. '2C', admeasuring 820 sft. of super built up area in residential apartments styled as 'Paramount Residency' together with:
- a. Proportionate undivided share of land to the extent of 53.78 sq. yds.
 - b. A reserved two wheeler parking for bearing no. 19 admeasuring 15 sft.
 - c. Car parking space bearing no. 9, admeasuring 100 sft.
- This Sale Deed is registered as document no. 5161/07 in the office of the Sub-Registrar, Shameerpet. 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. 301, on the third floor in block no. '2C' 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 no. 301 on the third floor in block no. '2C', admeasuring 820 sft. Of super built-up area (i.e., 656 sft. Of built-up area & 164 sft. Of common area) and undivided share of land to the extent of 53.78 sq. yds. A reserved parking space for two-wheeler, bearing no. 19 admeasuring 15 sft. and a reserved parking space for car bearing no. 9, admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 2,40,000/- (Rupees Two Lakhs Fourty Thousand Only).
2. The Buyer shall pay to the Builder the above said consideration of Rs. . 2,40,000/- (Rupees Two Lakhs Fourty Thousand Only) on or before 1st July 2008..
3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 9 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 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.

For Paramount Builders

Partner

For Paramount Builders

Partner

A. Praveen Kumar

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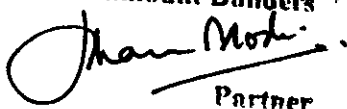
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ఈ కాగితము వరుస సంఖ్య..... 1.....

సర్-రెజిస్ట్రార్



4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 301 on the third floor in block no. '2C' to the Builder for the purposes of completion of construction of the apartment.
7. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.
9. The Builder shall complete the construction of the Apartment and handover possession of the same by 1st July 2008 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.

For Paramount Builders

Partner

For Paramount Builders

Partner

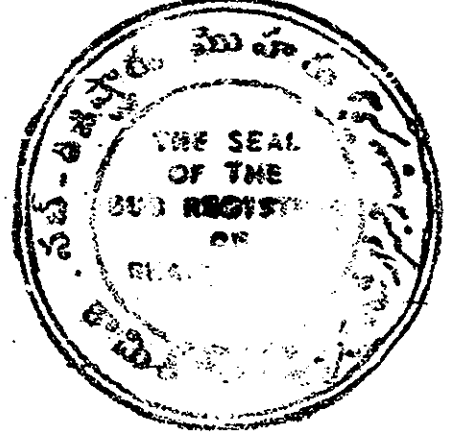
A. Prasad Babu

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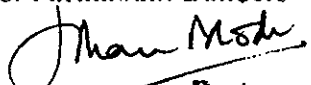
ఈ కౌన్సిల్ కౌన్సిల్ సంఖ్య.....

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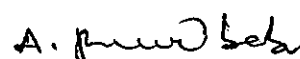
12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
13. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
14. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Paramount Residency project.
15. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Paramount Residency project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
16. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
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.

For Paramount Builders


Partner

For Paramount Builders


Partner



1వ పుస్తకము 2007 వ సం॥ పు..... 5161

దస్తావేజు వెబ్‌సైటు కా గితముల సంఖ్య... 4

ఈ కా గితము తరుస సంఖ్య..... 4


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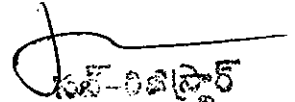
19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
20. In case of any dispute 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.

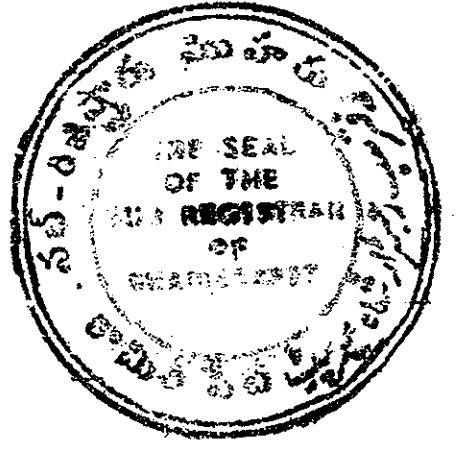
For Paramount Builders

Partner

For Paramount Builders
 A. Prasad
Partner

1వ పుస్తకము 2007 వ సం॥ పు..... 5161
 దస్తావేజు మొత్తము కాగితముల సంఖ్య..... 4
 ఈ కాగితము వదుల సంఖ్య..... 5


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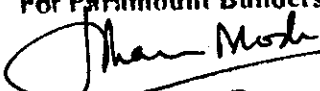
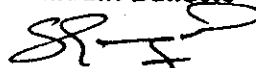
**SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION**

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

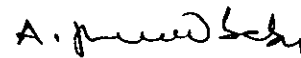
IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1. 
2. 

For Paramount Builders For Paramount Builders
 
 Partner Partner

BUILDER



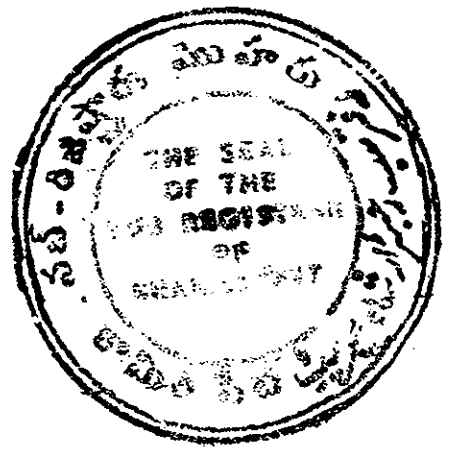
BUYER.

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ఈ కాగితము తరుస సంఖ్య..... 6.....

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REGISTRATION PLAN SHOWING

SEMI-FINISHED FLAT NO. 301 IN BLOCK NO. '2C'

ON THE THIRD FLOOR IN PARAMOUNT RESIDENCY

IN SURVEY NOS. 176 (PART)

SITUATED AT

NAGARAM VILLAGE, KEESARA

MANDAL, B.R. DIST.

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

MR. SOHAM MODI, SON OF MR. SATISH MODI

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

BUYER: MR. A. PRASAD BABU, SON OF MR. A. ABBAI

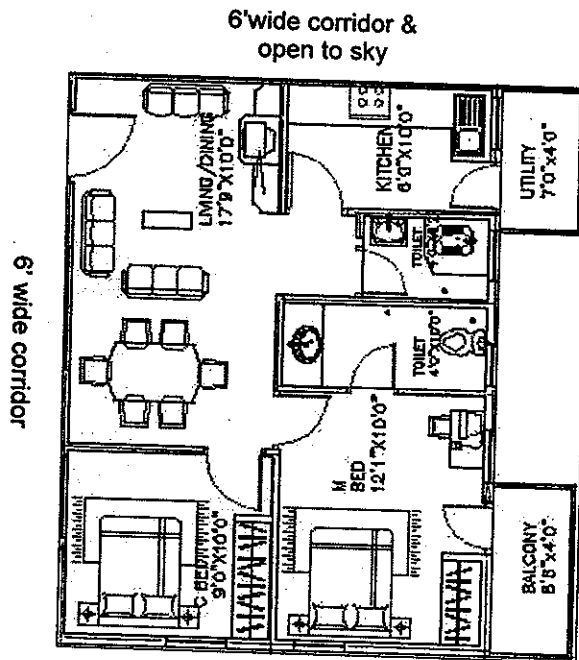
REFERENCE:
AREA: 53.78

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

EXCL:

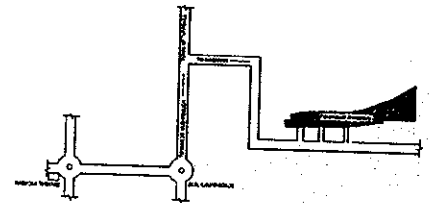
Total Built-up Area = 820 sft.
Out of U/S of Land = Ac. 3-04 Gts.



Flat no.302



Location Map



For Paramount Builders

Johan Modi

Partner

For Paramount Builders

[Signature]

Partner

SIG. OF THE BUILDER

WITNESSES:

- [Signature]*
- [Signature]*

A. Prasad Babu

SIG. OF THE BUYER

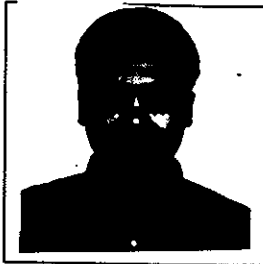
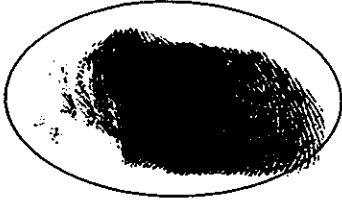
1వ పుస్తకము 2007 వ సం॥ పు..... 5/61.....
దస్తావేజు మొత్తము కాగితముల సంఖ్య..... 4.....
ఈ కాగితము వరుస సంఖ్య..... 7.....

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

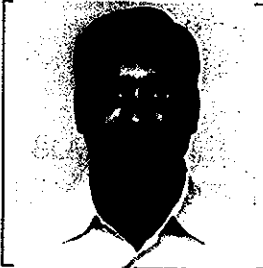
SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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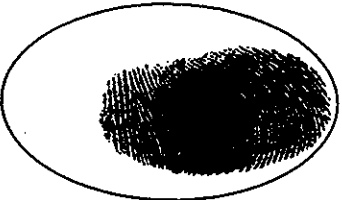
BUILDER:

M/S. PARAMOUNT BUILDERS
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD - 500 003
REPRESENTED BY ITS PARTNERS:

1. MR. SOHAM MODI
S/O. MR. SATISH MODI

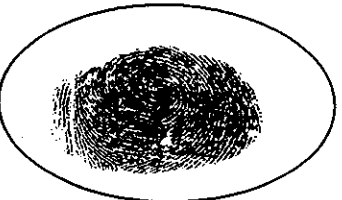


2. MR. SAMIT GANGWAL
S/O. MR. S. K. GANGWAL
R/o. Plot No. 1211
ROAD NO. 60, JUBILEE HILLS
HYDERABAD - 034.



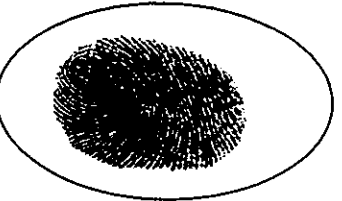
SPA FOR PRESENTING DOCUMENTS:

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. A. PRASAD BABU,
S/O MR. A. ABBAI,
FLAT NO. 202, SHALANI TOWERS,
NORTH KAMALA NAGAR,
ECIL POST, HYDERABAD - 500 062.



REPRESENTATIVE:

MR. G. PRADEEP KUMAR
S/o. G. DHAN RAJ
R/o. 1-10-263
COMSAPY BAZAR
NEW BOWNEPALLY
SEC - 049

SIGNATURE OF WITNESSES:

- 1.
- 2.

For Paramount Builders For Paramount Builders

Partner Partner
SIGNATURE OF EXECUTANTS

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

I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative G. Pradeep Kumar as I/We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Shameerpet, R R Dist.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

శుభ్రకము 2007 వ సం॥ 516
దస్తావజా మొత్తము దాఖలునంబు ౨
ఈ కాగితము వదునంబు ౨

[Handwritten Signature]
సబ్-రిజిస్ట్రార్

