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AGREEMENT FOR CONSTRUCTION

INDIA NON JUDICIAL SEST

POLICE WAS PAUL DU MARKE LO This Agreement for Construction is made and executed on this the 5 day of March 2008 at Secunderabad by and between the lower was a secunderabad by and between

M/S. PARAMOUNT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Koad, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years Occuaption: Business and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, Occuaption: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. V. SASIDHARAN, SON OF MR. VELAYUDHAN, aged about 51 years, residing at flot No. 275, Srinivas Nagar, Kapra, ECIL Post. Hyderabad - 500 062, hereinafter referred to as the Buver (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Paramount Builders

Page I

27, DEC 2007 5 / DEC 2007 ఈ కాగితము వరుస్త సంఖ్య.

E/Swak. prabhaka~Reddy రిజిన్మ్షేషస్ చారు 1888 లోది స్వేస్ తిని.ఎ**ను** అనుస్తర్మింది క్రామంకులు పుర్తియు మరియు వేతివుుడ్రత్రానజు దాఖలుచేస్తునువులు చెల్లించినారు

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K. Prabhakar Reddy, Slo. Mr.K.P.Reddy, Occupation: Service. (O). 5-4-187/3 & 4, 3rd, Floor, Scham Mansion, M.G.Road, Secunderabad, Atterted SFA, through Special Power of Attornery, Vide Doc. No. 101 1 2007 Registered at SRO, Shamirpet, R.R. Dist.

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WHEREAS:

- A. The Buyer under a Sale Deed dated os. 03. 08 has purchased a semi-finished, Semi-deluxe apartment bearing no. 402, on the Fourth floor in block no. '3C', admeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 sft. of common area) of super built up area in residential apartments styled as 'Paramount Residency' fogether with:
 - a. Proportionate undivided share of land to the extent of 53.78 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 29 admeasuring about 15 sft.
 - c. A reserved car parking space bearing no. 14 admeasuring about 100 sft.

 This Sale Deed is registered as document no. 1013/08 in the office of the Sub-Registrar, Keesara, R. R. District. 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 semi-deluxe apartment bearing no. 402 on fourth floor in Block '3C' 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. 402 on the fourth floor in block no. '3C', admeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 sft. of common area) of super built up area and undivided share of land to the extent of 53.78 sq. yds. A reserved parking space for two-wheeler and Car, bearing nos. 29 & 14 admeasuring about 15 & 100 stt. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,54,000/- (Rupees Ten Lakhs Fifty Four Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 10,54,000/- (Rupees Ten Lakhs Fifty Four Thousand Only) in the following manner:

Installment	Amount (Rs.)	Due date of Payment
Ĭ,	5,24,000/-	15.01.2008
II	2,00.000/-	01.03.2008
III	3,30,000/-	31.12.2008

For Paramount Builders

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- 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 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.
- 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 1month 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 60 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. 402 on fourth floor in Block '3C' 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 31st December 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.

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For Paramount Builders

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- 10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 11. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
- 12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 13. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 14. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the 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.

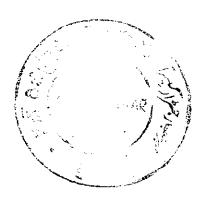
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For Paramount Builders

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- 18. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
- 20. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 21. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
- 22. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.
- 23. Stamp duty and Registration amount of Rs. 11540/- is paid by way of challan no. 651764, dated 05-03-08, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 10,540/- by the way of Payorder No. 139090, dated 03.03.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

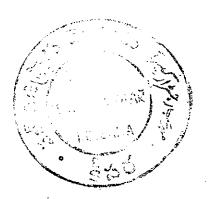
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SCHEDULE 'A'

SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177	
South By	Sy. Nos. 175, 174 & 167	
East By	Sy. No. 159	
West By	Sy. No. 198	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 402 on the fourth floor in block no. 3C, admeasuring 820 sft. of super built-up area (i.e., 656 sft. of built-up area & 164 sft. of common area) together with proportionate undivided share of land to the extent of 53.78 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 29 & 14, admeasuring about 15 and 100 sft. respectively., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor	
South By	Open to sky	
East By	Flat No. 401	
West By	Open to sky	•.

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

WITNESS:

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For Paramount Builders

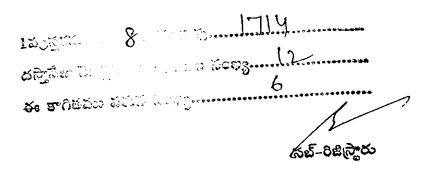
Partner

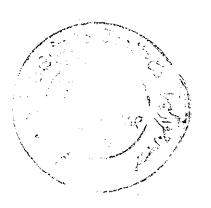
For Paramount Builders

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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 files dado, SS sink		
Plumbing	GI & PVC pipes	GI & PVC pipes		
Lofts	Lofts in each bedroom & kitchen	Lofts in each bodroom & 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:

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For Paramount Builders

Partner

For Paramount Builders

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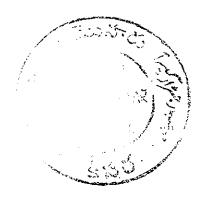
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REGISTRATION PLAN SHOWING FLAT NO. 402 IN BLOCK NO. '3C'				
	ON THE FOURTH FLOOR IN PARAMOUN	TRESIDENCY		
IN SURVEY NOS.	176 (PART)	SITUATED AT		
	NAGARAM VILLAGE, KEESARA	MANDAL, R.R. DIST.		
BUILDER:	M/S. PARAMOUNT BUILDERS REPRESENTED BY ITS PAR	TNERS '		
	MR. SOHAM MODI, SON OF MR. SATISH MODI			
	MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL			
BUYER:	MR. V. SASIDHARAN, SON OF MR. VELAYUDHAN			
REFERENCE: AREA: 53.	SCALE: INCL: 78 SQ. YDS. OR SQ. MTRS.	EXCL:		
Total Built-up Area Out of U/S of Land	= 820 sft. = Ac. 3-04 Gts.	A		
	6' wide corridor RO'X10'0' BELL 12'1-X10'0' BELL 12'1-X10'0' BELL 12'1-X10'0' BELL 12'1-X10'0' BELL 12'1-X10'0' Flat No. 401	Location Map For Paramount Builders		
WITNESSES: 1. A A A A A A A A A	For Paramount Builders Partner	Partner SIG. OF THE BUILDER		
2. /~~/		SIG. OF THE BUYER		

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

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PLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. 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 – 500 034.





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.

SIGNATURE OF WITNESSES:

1. PS

For Paramount Builders
Partner

For Paramount Builders

SIGNATURE OF THE EXECUTANTS

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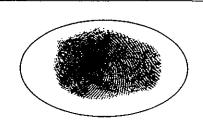
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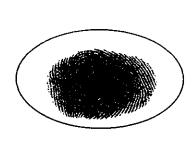
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUYER:

MR. V. SASIDHARAN S/O. MR. VELAYUDHAN R/O. PLOT NO. 275 SRINIVAS NAGAR KAPRA, ECIL POST HYDERABAD - 500 062.





REPRESENTATIVE;

MR. G. PRADEEP KWMAR S/O, MR. G. DHAN RAJ P/O. 1-10-263 NEW BOWNEPALLY

SEC-BAO.

SIGNATURE OF WITNESSES:

1. of 1

For Parimount Builders

Partner

For Paramount Builders

Partner

SIGNATURE OF EXECUTANTS

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

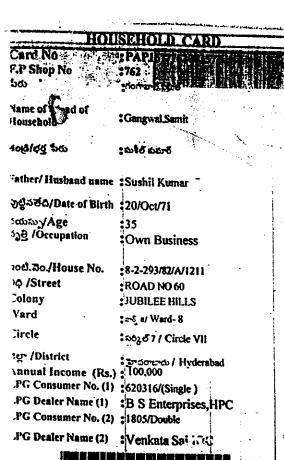
I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. 5 Prodeep tumor, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

I FAR

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)





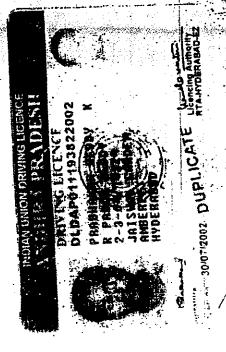


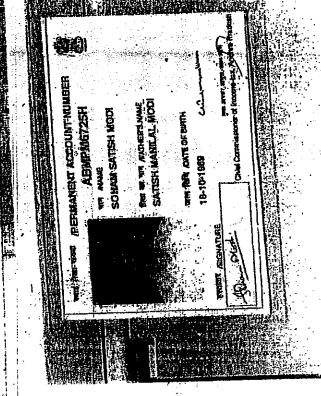
Family Members Details

S.No	Name		Relation	Date Birt		Age
2	Arpita		Wife	25/	1/72	34
3	Samarth -	••	Son	29.0	7/00	6

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For Paramount Builders

Partner

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