

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

SOID IN G. V. RIVK. ATCS. H. 3/2 G.P. Q.P.D. GREEN WOOD ESTATES

LEELA G CHIMALG! STAMP VENDOR

N. 12/2005

5-4-76/A, ceitar Raniguni SECUNDER ABAD-500 003

### AGREEMENT FOR CONSTRUCTION

SEC-RAD

This Agreement for Construction is made and executed on this the 24 day of May 2008 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 As Partners/ Authorised representatives Shri. Soham Modi, Son of Shri. Satish Modi aged about 38 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 referred to as the Builder.

### **AND**

MR. VINAY KUMAR, SON OF MR. UMESH KHAN, aged about 29 years, residing at Willedrob Road, Apartment no. 8, Bloomington, Irrinois - 61701. USA, 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.

Partner

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For Greenwood Estates

Page 1

For Green

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Certified that the following amounts have been pend in respect of this documents that the following amounts have been pend in respect of this documents have been pend in respect of this documents have been pend in respect of this documents. 1. In the shape of stamp papers..... 2, to snape of challen ( u/S,52 of 1.5.4ct, 1800)..... .. Rs. 1<del>97</del>60 200 3. In the shape of cash (u/s.41 of I.S./ict,1809) 4. adjustment of stamp duty US 16 of LS.Act.1899 any II. Transfer Dusy: 1. in the chape of eliaban 2. In the shape of cash III. Registration fees: in the shape of challan 2. in the shape of cash J. User Charges: 1. in the shape of challen 2. In the shape of cash Total SPO BAO 197000 8 No 25/100 \_\_\_\_\_\_\_\_\_\_ නම් නම් වසදීමේ \_\_\_\_\_\_\_\_\_\_ නම් නම් වසදීමේ 12 200 cm 1 engomos & sino E. prathatar Reddy లజస్ట్రేషన్ చెల్ట్య్ 1908 లోని స్క్రెస్ 32స్ ను అనునలంచి **సనల్వంచవలసి**న భికపో గ్రావులు మలయు వేశిముద్దలతో సహా **කතානා ස්බ්** රානාසාා ජාතු / ුරු වු 200 ක සිවුට ජාතිම Glosic Da **లాసి ఇచ్చినట్లు ఓప్ప**కోన్నబ **ಎ**ಡಮ නි<sup>®</sup>සත්බනා Grando Prable Kar Reday Ja K.P. Raday Occ. Service (0) I-h-180 12 of 4 and floor, sec'sod, through attacked BPA to downerts, vide SPA Power No. 9.01.08 at sho, vallettrager 8/2008, pt. R-R DIST 1. Pradep sto. J. Dhoniaj ou: Service 10. 1-10-263, New Boneyody, Serbol. biran for hamadander les occilerations 2-3-14, He estern, tustiques ty dereted

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 24.5.08 has purchased a semi-finished, deluxe apartment bearing no. 203 on the second 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) 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. 1823/08, 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. 203 on the second floor in block no. 'C' and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the Scheduled Apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a deluxe apartment bearing no. 203 on the second 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) 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 an amount of Rs. 17,86,000/- (Rupees Seventeen Lakhs Eighty Six Thousand only).
- 2. The Buyer shall pay to the Builder the balance amount of Rs. 17,86,000/- (Rupees Seventeen Lakhs Eighty Six Thousand only) in the following manner:

Installment	Amount (Rs.)	Due date of payment
I	9,17,000/-	11.06.2008
II	3,26,000/-	11.07.2008
III	5,43,000/-	01.08.2009

For Greenwood Estates

Partner

For Greenwood Estates

Page 2

And on Sement U/S 41 & 42 OF IS. ACT 

No. 1824/08

Date 24-5-08

I hereby Certify that the deficit Stamp duty

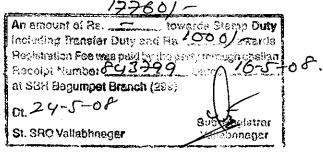
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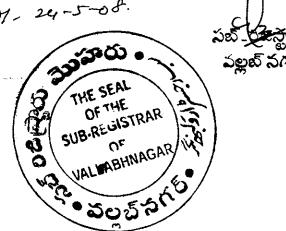
Market Value of Rs. 786000/
been higher than the consideration

Collector 2000-Registrar Vallabh Nager

(Under the Indian Stamp Act)



I వవుస్త్రము 200ి సం. / శాశ 193ంవే నంణి /శాశ నిలురుగా రిజిష్టరు చేయలుకినది. స్కానింగ్ పిమిత్తం గుర్తింపు నెంబరు 1568-1-1824/2008. చెటి! 24-5-లకి.



- 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 I 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. 203 on the second floor in block no. 'C' 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 01<sup>st</sup> August 2009 provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.

For Greenwood E

Partner

For Greenwood Estates

Partner



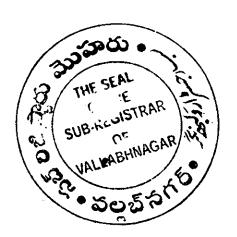
- 10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she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

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Partner

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- 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.
- 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. 18,860/- is paid by way of challan no. 843799, dated 16.05.08, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 17,860/- paid by the way of pay order No. 140704 dated 16.05.08, HDFC Bank, S. D. Road, Secunderabad.

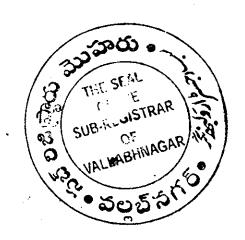
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### SCHEDULE OF APARTMENT

All that portion forming a semi-finished deluxe apartment no. 203 on the second 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	Open to sky & 7' wide corridor
South By	Flat No. 211
East By	Open to sky
West By	Open to sky

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WITNESSES

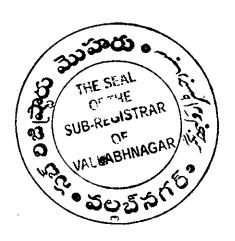
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BUILDER

ේ නිම්කාර්තර කර/කං. ස්. 1970 ක්. ක්ර ම ස්ථායික බං. 1824 කාරුවා සේවීරකාව **බංකු (// )** ස්ට පාර්ණකා ක්රාඩ බංකු ( 6 )

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SCHEDULE OF SPECIFICATION FOR **COMPLETION OF CONSTRUCTION** ltem 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 doors with branded hardware Panel main door - polished. Panel main door - polished. Other doors - enamel 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, Granite slab, 2 ft granite tiles dado. SS sink. SS sink with drain board. Plumbing GI & PVC pipes Lofts

1 ...

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:

Partner

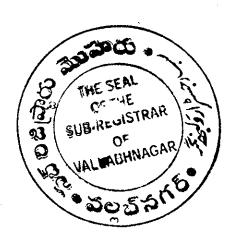
Lofts in each bedroom & kitchen

For Greenwood Estates

For Greenwood Estates

WITNESS:

BUILDER



# 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





### **BUILDER**:

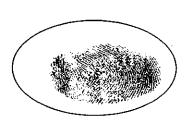
M/S. GREENWOOD ESTATES A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD SECUNDERABAD -500 003 REP. BY ITS PARTNERS 1. SHRI. SOHAM MODI

SON OF SHRI. SATISH MODI





2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 **VASAVI HOMES** UMA NAGAR, 1ST LANE **BEGUMPET HYDERABAD** 





### SPA FOR PRESENTING DOCUMENTS:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. 2-3-64/10/24 JAISWAL COLONY **AMBERPET** HYDERABAD - 500 013.

SIGNATURE OF WITNESSES:

2.

For Greenwood Estates

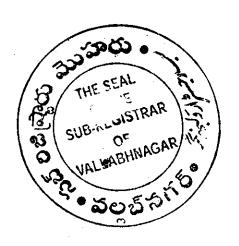
Partner

For Greenwood Estates

SIGNATURE OF EXECUTANTS

500 1624 (8)

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## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908. FINGER PRINT** PASSPORT SIZE NAME & PERMANENT SL.NO. IN BLACK **PHOTOGRAPH** POSTAL ADDRESS OF (LEFT THUMB) **BLACK & WHITE** PRESENTANT / SELLER / BUYER BUYER: MR. VINAY KUMAR S/O. MR. UMESH KHAN R/O. 8, WILLEDROB RD APT#8, BLOOMINGTON IL-61701 U. S. A. 조선원되다 시계 발범 PHÓTO **BLACK & WHITE** For Greenwood Estates For Greenwood Estates SIGNATURE OF WITNESSES:

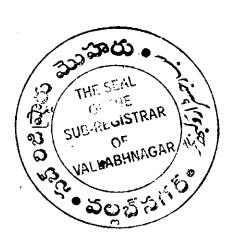
NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.

2.

I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. Ravi Kant Jha, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Vallab Nagar, Hyderabad.

Partner

VznayKewan SIGNATURE(S), OF BUYER(S) 1824 - 770 % to 50



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स्थाई लेखा संख्या ·/PERMANENT ACCOUNT NUMBER



AIYPK2089F

SRIDEVI KALICHETI

शिता का नाम FATHER'S NAME VENKATA RAMI REDDY NARALA

जन्म विभि /DATE OF BIRTH

19-04-1977

BERTIEFE ISIGNATURE

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भुक्त जायकर जानुष्क, आत्र प्रदेश

Steply

Chief Commissioner of Income-tax, Andhra Pradesh

कार संबंध ग्रंबचा IPERMANENT ACCOUNT NUMBER





SOHAM SATISH MODI

RATISH MANILAL MODI

जन्म तिथि एकप्, हम छागार

18-10-1969

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Chief Commissioner of income tex, Andiva Pradesh

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DRIVING LICENCE DLDAPOT 1990317982



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2-3-6 18624
JAISHAL PAROEN
AMBERTEN
HYDERARD

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30/07/2002 DUPLICATE

Licencing Authority RTA-HYDERABAD-EZ

For Greenwood Estates

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कार देखा रहेका /PERMANENT ACCOUNT NUMBER AKAPK3419P



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VINAY KUMAR

Note of the PAINSPENS NAME

UMESH KHAN

दना तिमि JOATE OF BIRTH

15-02-1979

F. F. Chamber

ENCRES SIGNATURE

this Commissions of Income ax Andres Frade

इस कार्ड के खों / मिल जाने पर कृष्ण जारी करते.
वाले प्रशिक्तरों को सुदित / यापक कर दें '
मुख्य आयकर आयुक्त,
आयकर मदम,
बशीर बाग,
हैद्शाबाद - 500 004.
In case this card is lostfound, kindly informeretura to
the issuing authority:
Chief Commissioner of Income-tax,
Anyakar Bhawan,
Basheer Hagh,
Hyderabad - 500 004.

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