एक सौ रुपये ONE **V**O. 100 **HUNDRED RUPEES** AIR INDIA INDIA NON JUDICIAL K 397212 Venkatell - Gr.A. Rau Als Croneenwood Estates K. SATISH KUMAR S.V.L. No:13/2000, R. No: 26/2006 5-2-30 FALLWA CATTIPET (V) R. NAGAR (14), R.R. DIST.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the day of January 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 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 referred to as the Builder.

MRS. TEJAL MODI, WIFE OF MR. SOHAM MODI, aged about 36 years, residing at Plot No. 280, Road No. 25, Jubliee Hills, Hyderabad, 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.

For Greenwood Es

Partner

For Greenwood Estates

Page 1

්) න බැංකුණනා <u>අංචේ</u> කල/නෙ. ජ. <u>193</u>9 කි. **බල.** ජැත්ත් බව <u>110</u> බොමු කාම කිරීම කිරීම කරන හිරනු () ල ජා පංදීමණකා ක්රාන් නිරමුදු/(**'ENDORSEMENT** Certified that the following amounts have been paid in respect of this document: 3. in the shape of cash (u/s.41 of I.S.Act, 1899) 4. adjustment of stamp duty u/S.16 of I.S.Aci,1899.if any II. Transfer Duty: 1. In the shape of shallan 2. In the shape of cash III. Registration fees: 1. in the shape of challan 2. in the shape of cash f. User Charges: 1. in the shape of chatten 2. In the shape of cash Rs. 1929 30 8 50 dell .න <mark>මීත ක්ර</mark>ුප්ර erojection & Exist Johan Hod లజిస్టేషన్ చెక్టుకుు 1908 లోని సెక్షన్ 32న్ ను అనుసరించ సనల్వించపలసిన ఫోట్లో గాపులు మ**లయు వేలముదలతో సహా** යාහන ස්වී ජාතාකා ජා<u>/රට ර දින</u> න සිහු සහ **ాస్ ఇ**చ్చినట్లు ఓప్వకోన్నది ಹಿಡಮ ಬೌಟಸ್ಥವಿಲು Sto. Sextish mosti ruz-Brim Photos. 280, Tekille Has, Ay L. X W/o. K.V.S. Reddy nes Busins
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WHEREAS:

- A. The Buyer under a Sale Deed dated \$\frac{69.01.08}{1000}\$has purchased a semi-finished, Semi deluxe apartment bearing no. 120 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. \(\frac{109}{2008}, \) 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. 120 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 no. 120 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, 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. 14,49,000/- (Rupees Fourteen Lakhs Forty Nine Thousand only).
- 2. The Buyer shall pay to the Builder the balance amount of Rs. 14,49,000/- (Rupees Fourteen Lakhs Forty Nine Thousand only) in the following manner:

Installment	Amount (Rs.)	Due date of payment
I	7,06,000/-	28.01.2008
II	2,79,000/-	27.02.2008
III	4,64,000/-	01.02.2009

3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 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.

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- 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. 120 on the first 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 February 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.
- 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.

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An amount of Rs. 19390 towards Store Bridge Including Francis Duty and No 1000 towards Ray dration Fee was point by the pany through challen Fiscelpt Number 68/695 Dates 8-1-08.

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/ ద పు స్థకము 2008 సం. / శాశ 1929 పే సంణ్య //ం నెంబరుగా రజిష్టరు చేయబడినది స్కానింగ్ విముత్తం గుర్తింపు నెంబరు 1508-1- //ం -2008 సింద్రి లిల్మె - 9- /- లశి. పట్టాట్ నగర్

- 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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- 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 Greenwood Estates

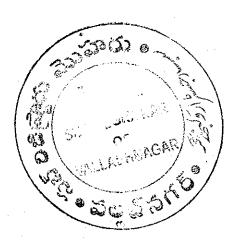
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- 19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently 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.
- 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.
- Stamp duty and Registration amount of Rs. 15, 490/- is paid by way of challan no. 681695, dated 8/01/08, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 14490/- paid by the way of pay order No. 137800 dated 03/01/08 HDFC Bank, S. D. Road, Secunderabad.

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SCHEDULE OF APARTMENT

All that portion forming a semi-finished semi-deluxe apartment no. 120 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 on the stilt floor, admeasuring about 100 sft., in the residential apartment named as Greenwood Residency, forming part of Sy. Nos. 202, 203, 204, 205 & 206, situated at Kowkur Village, Malkajgiri Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Flat No. 115
South By	Open to sky & 7' wide corridor
East By	Open to sky
West By	7' wide corridor & Open to sky

Partner

For Greenwood Estates

For Greenwood Estates

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BUILDER

BUYER



SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

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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.		
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:

For Greenwood Estates

WITNESS:

1. 1-1

2.

For Greenwood Estates

Partner

BUILDER

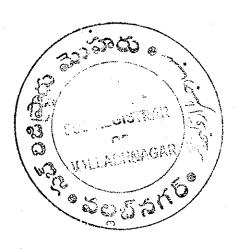
BUYER.

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REGISTRATION PLAN SHOWING FLAT NO. 120 IN BLOCK NO. 'C' ON FIRST FLOOR IN PROJECT KNOWN AS "GREENWOOD RESIDENCY" IN SURVEY NOS. 202, 203, 204, 205 & 206 KOWKUR VILLAGE, Mandal, R.R. Dist. MALKAJGIRI BUILDER: M/S. GREENWOOD ESTATES, REPRESENTED BY ITS PARTNERS 1. MR. SOHAM MODI, SON OF MR. SATISH MODI 2. MRS. K. SRIDEVI, WIFE OF MR. K.V.S. REDDY **BUYER:** MRS. TEJAL MODI, WIFE OF MR. SOHAM MODI REFERENCE: SCALE: INCL: EXCL: AREA: 65.88 SQ. YDS. OR SQ. MTRS. U/S. OUT OF TOTAL: Ac- 6-05Gts. **PLINTH AREA** : 1230 SFT. Open to sky & 7' wide corridor Toilet 5'x8'3' Bed Room Living Room Open to sky & 7' wide corridor 13'9"x11'41/2 14'x11'41/2" Dining Toilet 2'41/2"x13'3" ® 8'x5' N Kitchen 8'x7'101/2" Bed Room Tromslagin 12'3"x11'3" Utility Balcony 9'x5' S P Road 9'x5 sec'sad Open to sky For Greenwood Estates For Greenwood Estates Partner WITNESSES: SIG. OF THE BUILDER 2.

SIG. OF THE BUYER



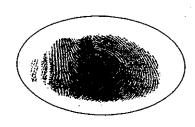
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

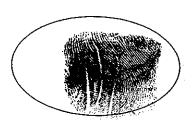
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





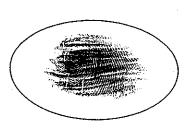
BULDER:

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





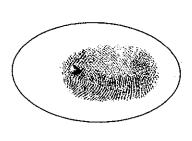
2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES UMA NAGAR, 1ST LANE BEGUMPET HYDERABAD





BUYER:

MRS. TEJAL MODI W/O. MR. SOHAM MODI R/O. PLOT NO. 280 ROAD NO. 25 JUBLIEE HILLS HYDERABAD.





REPRESENTATIVE:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD SECUNDERABAD --500 003.

SIGNATURE OF WITNESSES:

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Partner

For Greenwood Estates

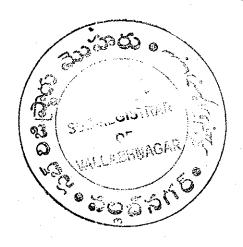
SIGNATURE OF EXECUTARES DET

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. K. Prabhakar Reddy, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Vallab Nagar, Hyderabad.

Resugers

SIGNATURE(S) OF BUYER(S)

SIGNATURE OF THE REPRESENTATIVE



INDIAN UNION DRIVING LICENCE ANDHRA PRADESH



HYBERA

ssued on 30/07/2002 DUPLICATE

Licencing Authority RTA-HYDERABAD-EZ

PERMANENT ACCOUNT NUMBER

ADDPM3623R

नाम /NAME

TEJAL SOHAM MODI

पिता का नाम /FATHER'S NAME JAYANTI LAL MODI

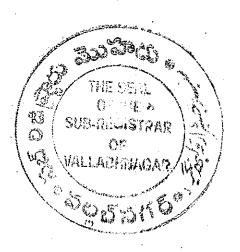
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मुख्य आवजर व्यथमा आवद प्रदेश

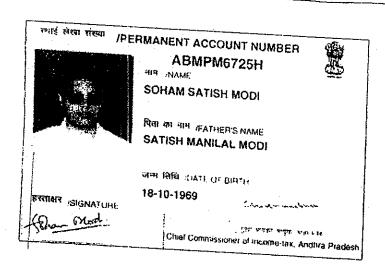
Chief Commissioner of Income-tax, Andhra Pracesh

हस्ताक्षर /SIGNATURE



स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER
AlyPK2089F
नाम /NAME
SRIDEVI KALICHETI
िषता का नाम /FATHER'S NAME
VENKATA RAMI REDDY NARALA
जन्म तिथि /DAYE OF BIRTH
19-04-1977
हस्ताक्षर /SIGNATURE

प्रिच्य आगकर अनुक, जाल प्रदेश
Chief Commissioner of Income-tax.Andhra Pradesh



For Greenwood Estates

Partner

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