

CA 1371/08

ANo CA 1370/08

14-7
XCL
SCANNED



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

L 789052

[Signature]

Sub Registrar
Ex. officio Stamp Vendor
G.S.O., C&G Office, BVD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 15th day of April 2008 at Secunderabad by and between:

M/s. GREENWOOD ESTATES, a registered partnership firm, having its office at 5-4-137/3&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 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. VIJAY KIRAN AGASTYA, SON OF MR. GNANESHWER RAO, aged about 26 years, residing at 1, Swagraha, Block A, Bhagya Nagar Colony, Opp KPHB, Hyderabad - 500 072, 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 Estates
[Signature]
Partner

For Greenwood Estates
[Signature]
Partner

[Signature]
Page 1

వి. ప. ప. క. నం. 2008 నం. 1930 నం. 15
 తేదీ 26/9/08
 కృష్ణా జిల్లా పబ్లిక్ రిజిస్ట్రార్ ఆఫీసు, వల్లభనగర్ (1)

ENDORSEMENT

Certified that the following amount is payable in respect of this document

I. Stamp Duty:

- 1. in the shape of stamp paper Rs. 100/-
- 2. in the shape of ad valorem stamp Rs. 140/-
- 3. in the shape of ... Rs. -
- 4. adjustment of stamp duty ... Rs. -

II. Transfer Duty:

- 1. in the shape of challan Rs. -
- 2. in the shape of cash Rs. -

III. Registration fees:

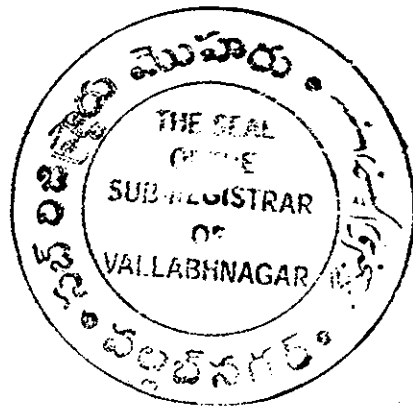
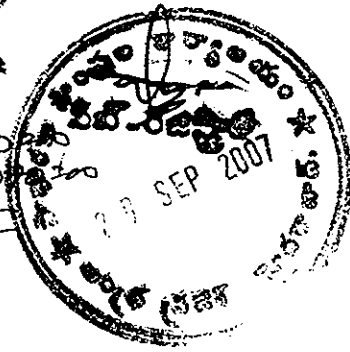
- 1. in the shape of challan Rs. 1000/-
- 2. in the shape of cash Rs. -

IV. User Charges:

- 1. in the shape of challan Rs. 100/-
- 2. in the shape of cash Rs. -

Total

Rs. 15290/-



2008 వ సం. ఏప్రిల్ నెం. 15 వ తేదీ
 1930 వ సం. జూలై మాసం 26 వ తేదీ వరకు

మొలయు 2
 కొరవల గ్రామం పట్టణ పట్టణం సభ లక్ష్మణం
 కొరవల గ్రామం పట్టణం పట్టణం K. Prabhakar Reddy
 లాభాభివృద్ధి చట్టం 1908 లోని సెక్షన్ 32వ ను అనుసరించి
 సందర్భించవలసిన ఫిట్టో గ్రాఫులు మరియు వేలిముద్రలతో సహా
 దాఖలు చేసి రుసుము రూ. 1000/- లు చెల్లించినది
 దాని ఆధారంగా డివ్వకోస్తుంది
 ఎందుకు బోధించెను



Prabhakar Reddy
 Prabhakar Reddy s/o. K.P. Reddy, occ. Service
 (C) S.L-187/3 & 4, 2nd floor, Solammantho,
 M.G. Road, Sec'ndad, through attested SPA for
 Presentation of documents, vide SPA Power No 2/08
 dt. 9.01.2008 at SRO, Vallabhnagar
 A.R. 0114.

Vijay Kiran Acharya s/o. Anonshwar Rao
 R/o. 1, Swagratha, Block-A, Dhalyanagar Colony,
 T.P.P. KPHB, H-10-172.

Chandani Choudhary s/o. Rapol Choudhary
 R/o. 204, Sri Saranya Residency, KPHB Phase, H-10-092.

P. Pradeep s/o. P. Dharmaraj s/o. Srinivas
 R/o. 1-10-213, New Banjara Hills, Sec. 2

2008 వ సం. ఏప్రిల్ నెం. 15 వ తేదీ
 1930 వ సం. జూలై మాసం 26 వ తేదీ

Sub-Registrar
 Vallabhnagar

WHEREAS:

- A. The Buyer under a Sale Deed dated 15.04.08 has purchased a semi-finished, semi-deluxe apartment bearing no. 125 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. 1369/08 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. 125 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. 125 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 One car admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 14,17,000/- (Rupees Fourteen Lakhs Seventeen Thousand only).
2. The Buyer shall pay to the Builder the above said amount of Rs. 14,17,000/- (Rupees Fourteen Lakhs Seventeen Thousand only) in the following manner:

Installment	Amount (Rs.)	Due date of payment
I	6,57,000/-	01.03.2008
II	2,85,000/-	01.04.2008
III	4,75,000/-	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.

For Greenwood Estates


Partner

For Greenwood Estates


Partner



1. ప పూస్తకము 2004 సం. / శా.శ. 1930 వ. సం. టి
 దస్తావేజు నెం. 1370 మొత్తము కాగితముల సంఖ్య (11)
 ఈ కాగితముల వివర సంఖ్య (2)

[Signature]
 సబ్-రజిస్ట్రార్

ENDORSEMENT U/S 41 & 42 OF I.S. ACT
 No. 1370/08 Date 15-4-08

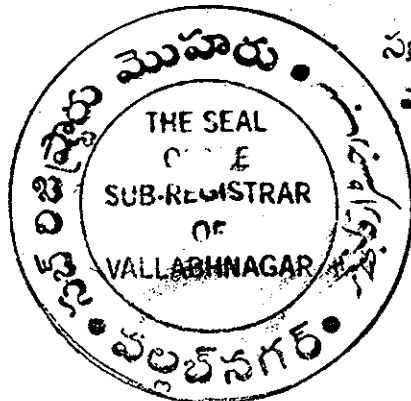
I hereby Certify that the deficit Stamp duty
14070/- (Fourteen thousand
and seventy only)
 has been paid in respect of the instrument from
 Execution of the deed on the basis of agreed
 Market Value of Rs. 1417000/-
 been higher than the consideration.

[Signature]
 Collector & Sub-Registrar
 Vallabh Nagar
 (Under the Indian Stamp Act)

An amount of Rs. 14070/- towards Stamp Duty
 including Transfer Duty and Rs. 009/- towards
 Registration Fee was paid by the party through challan
 Receipt Number 843093 Dated 15-4-08
 at S&H Begumpet Branch (299)
 Dt. 15-4-08 Sub-Registrar
 St. SRO Vallabh Nagar Vallabh Nagar

1. ప పూస్తకము 2004 సం. / శా.శ. 1930 వ సం. టి
 1370 నెంబరుగా రిజిస్ట్రేషన్ చేయబడినది. స్కానింగ్
 విమిత్రం గుర్తింపు నెంబరు 1068-1-1370/2008.
 తేదీ, 15-4-08

[Signature]
 సబ్-రజిస్ట్రార్
 వల్లభ నగర్.



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. 125 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 01st 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.

For Greenwood Estates



Partner

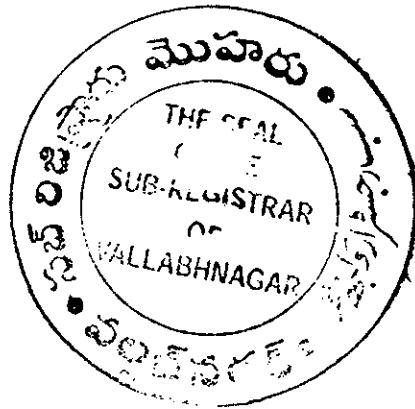
For Greenwood Estates


Partner



2008
1370
3.


మ.వి.సి.



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.
17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement or 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



Partner

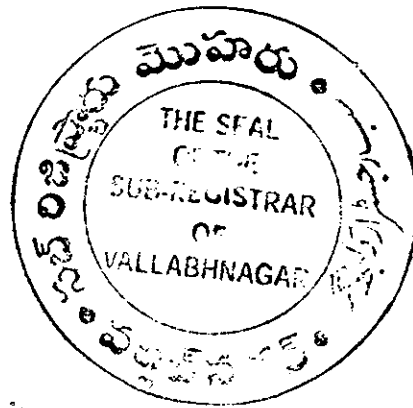
For Greenwood Estates


Partner



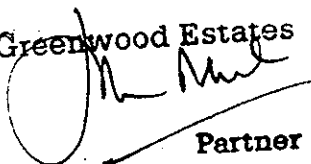
వల్లభనగరం 2008... ప. 1930వ. పేరి పేరి
దాఖలు నెం. 1370... ఈ కారితముల సంఖ్య (11)
ఈ కారితముల సంఖ్య (11)


వల్లభనగరం



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. 15,170/- is paid by way of challan no. 843093, dated 15.04.08, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 14,070/- paid by the way of pay order No. 139864, dated 09.04.2008, HDFC Bank, S. D. Road, Secunderabad.

For Greenwood Estates



Partner

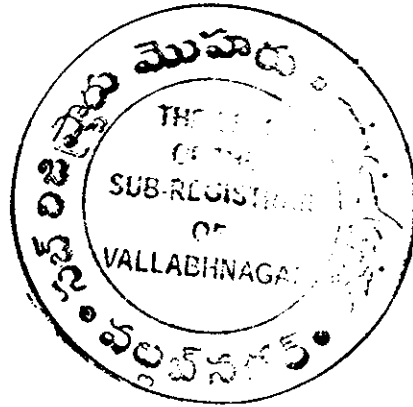
For Greenwood Estates


Partner



వ పూస్తకము 2002 వ. సం. 1930 వ. సం. ము
దస్త్రావేజి నెం. 1370 వ. సం. కారితముల సంఖ్య (11)
ఈ కారితము పనుల సంఖ్య (5)


వ. సం. 1930



SCHEDULE OF APARTMENT

All that portion forming a semi-finished semi-deluxe apartment no. 125 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 one 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, Malkajiri Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Flat No. 116
South By	Open to sky & 7' wide corridor
East By	7' wide corridor & Open to sky
West By	Open to sky

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

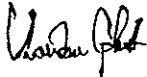

Partner

For Greenwood Estates


Partner

WITNESSES:

1.



2.

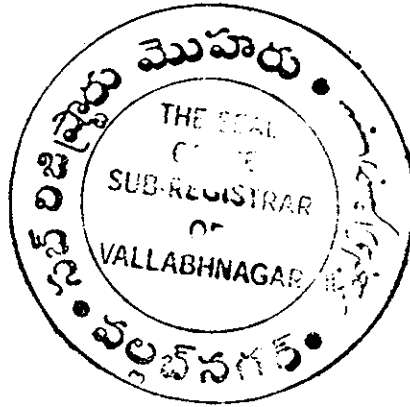


BUILDER


BUYER

అనంతపురం జిల్లా పరిషత్, అనంతపురం, త.నం. 520001, పం.సం. 11
అనంతపురం జిల్లా పరిషత్, అనంతపురం, త.నం. 520001, పం.సం. 11
అనంతపురం జిల్లా పరిషత్, అనంతపురం, త.నం. 520001, పం.సం. 11


అ.వి.సి.సి.సి.



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:

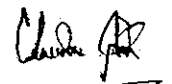

For Greenwood Estates


Partner

For Greenwood Estates


Partner


WITNESS:

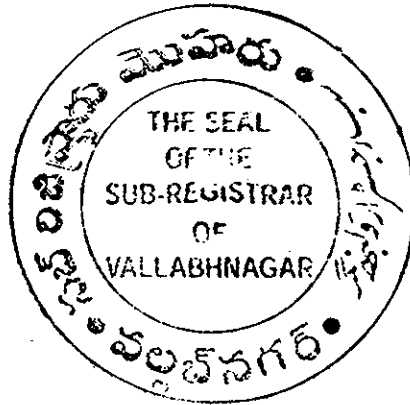
1. 
2. 

BUILDER


BUYER.

1 వ పూస్తకము 2001 సం/బా. న. 1930 వ. సం. 2
దస్తావజ నెం. 370 కు ప్రముఖాగ్రహణముల సంఖ్య (11)
ఈ కాగితము వారును సంఖ్య (7)


న. రిజిస్ట్రార్



REGISTRATION PLAN SHOWING

FLAT NO. 125 IN BLOCK NO. 'C' ON FIRST FLOOR

IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"

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

KOWKUR VILLAGE,

MALKAJGIRI

Mandal, R.R. Dist.

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: MR. VIJAY KIRAN AGASTYA, SON OF MR. GNANESHWER RAO

REFERENCE:

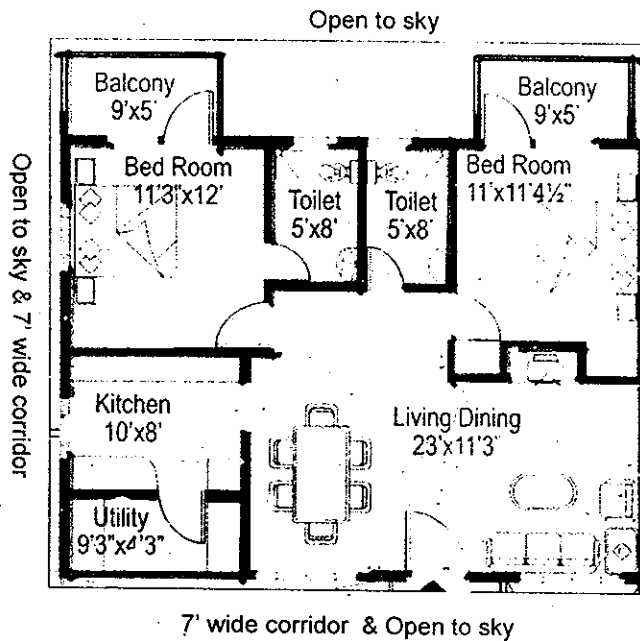
AREA: 65.88

SCALE:
SQ. YDS. OR

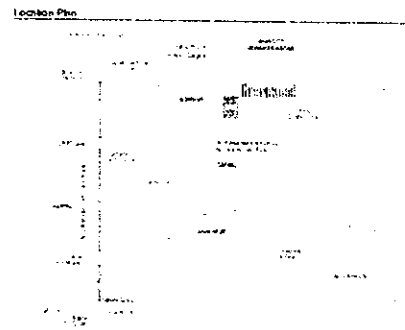
INCL:
SQ. MTRS.

EXCL:

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



Flat No. 116



For Greenwood Estates

[Signature]
Partner

For Greenwood Estates

[Signature]
Partner

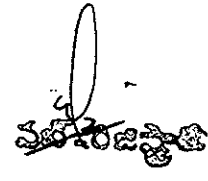
SIG. OF THE BUILDER

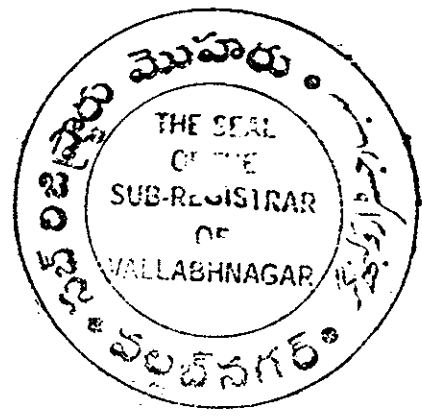
WITNESSES:

1. *[Signature]*
2. *[Signature]*



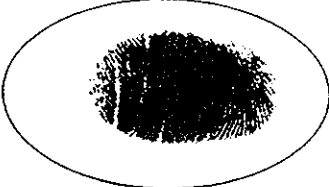




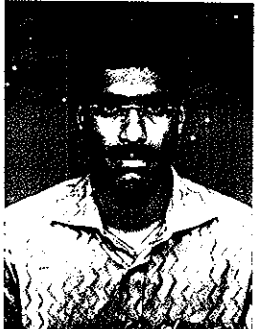
[Signature]
SIG. OF THE BUYER

అనుబంధము 2007 ఆంధ్ర ప్రదేశ్ సీ. రి. యాక్ట్ 1950
అనుబంధము 2007 ఆంధ్ర ప్రదేశ్ సీ. రి. యాక్ట్ 1950
అనుబంధము 2007 ఆంధ్ర ప్రదేశ్ సీ. రి. యాక్ట్ 1950 (8)

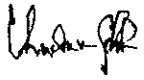


వ్యవహారాధికారి



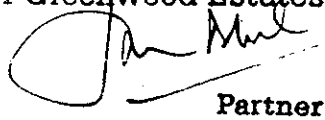
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

SL. NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			<p><u>BULDER</u></p> <p>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</p>
			<p>1. SHRI. SOHAM MODI SON OF SHRI. SATISH MODI</p> <p>2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES UMA NAGAR, 1ST LANE BEGUMPET HYDERABAD</p>
			<p><u>SPA FOR PRESENTING DOCUMENTS:</u></p> <p>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.</p>
			<p><u>BUYER:</u></p> <p>MR. VIJAY KIRAN AGASTYA S/O. MR. GNANESHWER RAO R/O. 1, SWAGRUHA, BLOCK A BHAGYA NAGAR COLONY OPP KPHB HYDERABAD - 500 072.</p>

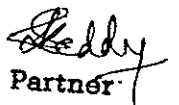
SIGNATURE OF WITNESSES:

- 
- 

For Greenwood Estates


Partner


For Greenwood Estates

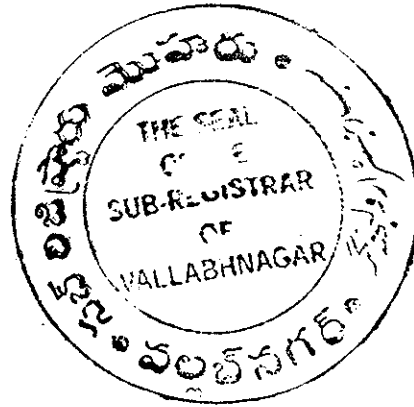

Partner

SIGNATURE OF EXECUTANTS



1 వ పూస్తకము 1954/55 తా. న. 1954 వ. సం. జి
దస్తావేజు సంబంధిత కార్యము కాగితముల సంఖ్య (1)
ఈ కాగితము లున్న సంఖ్య (1)


వకీ-రిజిస్ట్రార్



PERMANENT ACCOUNT NUMBER

ATP 2059F



NAME

VENKATA NAMI REDDY NARALA

DATE OF BIRTH

13-04-1971

SIGNATURE

[Handwritten Signature]

Commissioner of Income Tax, Andhra Pradesh

Commissioner of Income Tax, Andhra Pradesh

PERMANENT ACCOUNT NUMBER

BMPM6725H



NAME

SOHAM SATISH MODI

FATHER'S NAME

SATISH MANILAL MODI

DATE OF BIRTH

19-10-1969

SIGNATURE

[Handwritten Signature]

Commissioner of Income Tax, Andhra Pradesh

INDIAN MOTOR DRIVERS LICENCE
ANDHRA PRADESH

DRIVING LICENCE

DLDA



PRASHANT REDDY

K PADMA REDDY

2-3 G/W/10/24

JAI SWAL GARDEN

AMBARTOLI

HYDERABAD

2002 DUPLICATE

License no. 2002/10/24
RTA HYDERABAD-02

For Greenwood Estates

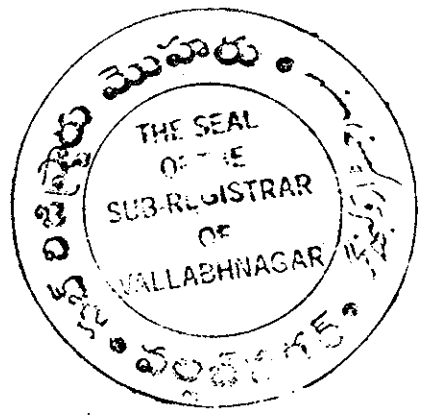
[Handwritten Signature]
Partner

For Greenwood Estates

[Handwritten Signature]
Partner

అధికారి పేరు: ...
నంబరు: ...
తేదీ: ...


పేద.రిజిస్ట్రార్



आयकर विभाग
INCOME TAX DEPARTMENT



भारत सरकार
GOVT. OF INDIA

AGASTYA VIJAY KIRAN
GNANESHWER RAO AGASTYA
20/08/1981
Permanent Account Number
AGBPA7815Q

Signature
Date

In case this card is lost / found kindly inform / return to
Income Tax PAN Services Unit, UTISE,
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbai - 400 614.

यह कार्ड खो जाने पर कृपया सूचित करें/लौटायें
आयकर पैन सेवा यूनिट, UTISE,
प्लॉट नं. 3, सेक्टर 11, CBD बेलपुर,
नवी मुंबई 400 614

Signature

1 వ పూస్తకము ముద్రణము. త. 1920 వ. సం. 20
పస్తావీజి నెం. 1370. మొదటి కాగితముల సంఖ్య (11)
ఈ కాగితము పఠనము (11)


ప. ర. జ. శా. శా.

