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Page 1

AGREEMENT FOR CONSTRUCTION

K. SRINIVAS 1. L.Mo. 26/98, R.Mo.11/2007 CITY CIVIL COURT SECUNDERABAD

This Agreement for Construction is made and executed on this the 26th day of December 2009 at SRO, Vallabhnagar, Hyderabad by and between:

M/s. GREENWOOD ESTATES, a registered partnership firm, having its office at \$-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 39 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, Occupation: Business, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter referred to as the Builder.

<u>AN</u>D

CAPTAIN D. V. PRASAD, SON OF LATE. SHRI D. ANANTHA RAMAIAH, aged about 56 years, Occupation:- Service,

MRS. INDIRA PRASAD, WIFE OF CAPTAIN. D. V. PRASAD, aged about 58 years, Occupation:- Housewife, both are residing at Chief Pilot (H), C/o. Flight Department, AL Futton Holdings Co, 1st Floor, AL Shaheed Towers, Khalid Bin Waleed St, Sharq 13034, Kuwait, 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. John Pousa

For Greenwood Estates Partner

*

For Greenwood Estates

1 න නුහු හො 2009 හි 0/ ම. ජ.19 31 න හි 0. න ದನ್ತಿಕೆಪ್ ಫ್ 232 ಟ್ರಾಪ್ತ್ರಮು ಅಗಿತಮುಲ ತ್ಯಾ (2) ෂුල් මැගින් කිරහන හිරකු (/)

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VALLABHNAGAF

Certified that the tollowing amounts have paid in respect of this document.

I. Stamp Duty:

3. In the shape of cash (u/s.41 of I.S.Act,1899)

4. adjustment of sump duty will 16 of i.S.Act, 1899, if any

II. Transfer Duty:

1. in the shape of challan

2. In the shape of cash

HI Registration tees:

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Rs 1000 -00

2. In the shape of cash

A. User Charges:

1. in the shape of challan

2. in the shape of cash

Rs 22520/-

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Russago



K. Prabhakar Reddy, Slo. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-03, through attested GPAISPA for presentation of documents, Vide GPA / SPA No. 8/ 12/108 dated / 9-)-08 registerer at SRO, 22/108/2009 Ranga Reddy District.

Ex Put ije Qul



Captain D.V. Prosad S/o. Late D. Anortha Ramaias occ: Service · epo-C/o. Fright Department, occ: Service · epo-C/o. Fright Department, Al futton Holdings Co., 1st Floor Al futton Holdings Co., Lhalid Bio haleed St AL Shaheed Tower, Khalid Bio haleed St Shaq 13034, Kuwait.

WHEREAS:

- A. The Buyer under a Sale Deed dated 26.12.2009 has purchased a semi-finished, deluxe apartment bearing flat no. 205 on the second floor in block no. 'C', admeasuring 1665 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. 33.273/09 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 flat no. 205 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 flat no. 205 on the second floor in block no. 'C', admeasuring 1665 sft. of super built up area and undivided share of land to the extent of 89.18 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. 21,42,000/- (Rupees Twenty One Lakhs Forty Two Thousand Only).
- 2. The Buyer has already paid to the Builder the above said amount of Rs. 21,42,000/- (Twenty One Lakhs Forty Two Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
- 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

For Greenwood Estates

Partner

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1 వ వుస్తకము 2009 సం/శా.శ.19<u>71 న</u>నం. **వు** దస్తావేజు నెం 3320 ముత్తము కాగితముల సంష్క్ష్మ్యా 9-) ಈ පැරීණෙනා ක්රාන් හිරුණු (2_)

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Indira Praead, Mo. D. Y. Prosad, Oce: Housewife Plando. Flight Dept. Al futton Holdings la. Ist Floor, AL Shaheed Towers, Khalid Bly -St., Shara 13034, Cubait.

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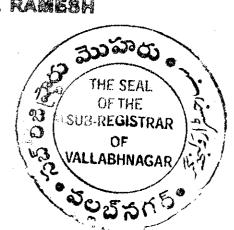
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3/s. Buj; Reday Ventothomong Reday ou: Cerviu. No. 11-18-12. Rd No. 2 Hyderalod. Greentily colony. Saroornogor.

2009 ක තං අත්තාව 26 ක් මිත 19<u>31</u> వ.శా.శ<u>్రీయ్</u> మాస్ట్ర్ వ్యేత్రి

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v. Ramesh



- 4. 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing flat no. 205 on the second floor in block no. 'C' to the Builder for the purposes of completion of construction of the apartment.
- 6. 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.
- 7. 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.
- 8. The Builder shall complete the construction of the Apartment and handover possession of the same by 25th January 2010, with a further grace period of 6 months, 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.
- 9. 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.

10. 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.

nwood Estates

For Greenwood Estates

Partner

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1 න නුస్త్రకము 200% సం/శా.శ.1931 స్త్రం. **ప** దస్తివేజు సెం3321 మొక్తము కాగితముల 300% 920ఈ కాగితము వరుస సంఖ్య (3)

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ENDORSEMENT U/S 41 & 42 OF I.S. ACT

No.3324/09

I hereby Certify finar the deficit Stamp duty

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has been levied in respect of the instrument from

Executant of this doct on the pasis of agreed

Market Value of the 2142000/
been higher their the consisteration

Collector & Sub-Registray

Vallabh Nagar

(Under the Indian Stamp Act)

An amount of Ris. ______ towards Stamp Duty including fransier Duty and Ris /000/______ towards Registration Fee was perfly the party through challan Receipt Number /20/9/______ Dated 26/2-09. at SBH Begumpet Branch (289)

Dt. 26-/1-09

St. SRO Vallabhnagar Vallabhnagar

[వ పుస్తకము 2009 నం. / శాశ 193/వ నం॥పు 3324 నెబడుగా ఓశిష్ట్లు చేమబడింది. నాండ్రింగ్ ఏమిత్తం గుర్తింపు నెంబడు 1668-1-3324-2009.

30:- 26-12-09.

Manual Manual Land

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- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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 (

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1 వ పుస్తకము2009సం/శా.శ.1931 న.సం. పుదస్తివేజు నెం3326ముత్తము కాగితముల సంఖ్య $\binom{5}{2}$ ఈ కాగితము వరుస సంఖ్య ($\binom{6}{4}$)

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- 18. 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.
- 19. 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.
- 21. 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.

22. Stamp duty and Registration amount of Rs. 22,420/- is paid by way of challan no. 130191, dated 26.12.2009, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 21,420/- paid by the way of pay order No. 153270, dated 21.12.2009, HDFC Bank, S. D. Road, Secunderabad.

For Green wood Estates

Partner

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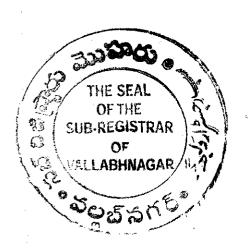
For Greenwood Estates

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SCHEDULE OF APARTMENT

All that portion forming a deluxe apartment bearing flat no. 205 on the second floor in block no. 'C' admeasuring 1665 sft. of super built-up area (i.e., 1332 sft. of built-up area & 333 sft. of common area) together with proportionate undivided share of land to the extent of 89.18 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
South By	Open to Sky
East By	Open to Sky
West By	7' wide corridor

Partner

For Greenwood Estat

For Greenwood Estates

WITNESSES:

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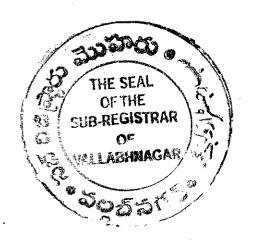
BUILDER

BUYER

and.

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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

For Greenwood Estates For Greenwood Estates

Partner

WITNESESS:

BUIL Prefixer

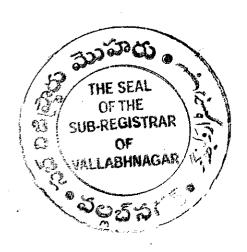
BUYER.



REGIPTRATION PLAN SHOWING	FLAT NO. 205 IN	BLOCK NO. 'C'	ON SECOND FL	.oor				
	IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"							
IN SURVEY NOS. 202, 203, 204, 205 &	206							
KOWKUR VILLAGE,	•	MALK	AJGIRI	Mandal, R.R. Dist.				
BUILDER: M/S. GREENWOOD	ESTATES, REPRE	ESENTED BY ITS	S PARTNERS					
1, MR. SOHAM MOD	I, SON OF MR. SA	TISH MODI		-				
2. MRS. K. SRIDEVI,	WIFE OF MR. K. V	/. S. REDDY						
BUYER: 1. CAPȚAIN D. V. PRA	1. CAPTAIN D. V. PRASAD, SON OF LATE. SHRI D. ANANTHA RAMAIAH							
2. MRS. INDIRA PRASAD, WIFE OF CAPTAIN D. V. PRASAD								
	CALE: YDS. OR	INCL: SQ. MTRS.		EXCL:				
U/S. OUT OF TOTAL: Ac- 6-05Gts. PLINTH AREA : 1665 Sft.				≜ N				
Open to Sky Open to Sky Open to Sky	Living Room 12'4'% x16'3' Bed Room 10'3'x11'3' Bed Room 10'3'x13'4'% Bascony 9'x5'	Open to Sky		Princes II. I. to live in the				
WITNESSES:				SIG. OF THE BUILDER				
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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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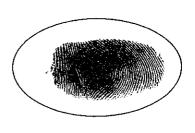
FINGER PRINT IN BLACK (LEFT THUMB)







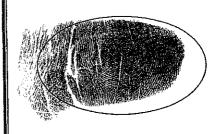












NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

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: VIDE DOC NO. 8/IV/ 2008 Dt. 19/01/08

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

BUYER:

- 1, CAPTAIN D. V. PRASAD S/O. LATE. SHRI D. ANANTHA RAMAIAH R/O. CHIEF PILOT (H), C/O. FLIGHT DEPARTMENT, AL FUTTON HOLDINGS CO, 1ST FLOOR, AL SHAHEED TOWERS KHALID BIN WALEED ST. HARQ 13034, KUWAIT.
- 2. MRS. INDIRA PRASAD W/O. CAPTAIN D. V. PRASAD, R/O. CHIEF PILOT (H), C/O. FLIGHT DEPARTMENT, AL FUTTON HOLDINGS CO, 1ST FLOOR, AL SHAHEED TOWERS KHALID BIN WALEED ST, HARQ 13034, KUWAIT.

SIGNATURE OF WITNESSES:

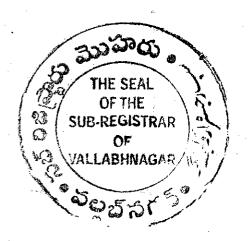
For Greenwood Estates Pertner

For Greenwood Estates

SIGNATURE OF EXECUTANTS dia Pros

SIGNATURE OF BUYER

> රු තින්-වසිතීුරා



Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 003375/2009 of SRO: 1508(VALLABNAGAR)
Presentant Name(Capacity): SOHAM MODI(EX)

Report Date: 26/12/2009 16:03:25

This report prints Photos and FPs of all parties

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1	* CLOPALINE D'ACTION		(CL) CAPTAIN D.V.PRASAD C/O FLIGHT DEPT ALKUWAITALSHAHEED TOWER KHALID BIN WALEED KUWAIT	Qul
2	AND MATERIAL CONTRACTOR OF THE PARTY OF THE	ASSESSED OF THE PROPERTY OF TH	(CL) INDIRA PRASAD C/O FLIGHT DEPT ALKUWAITALSHAHEED TOWER KHALID BIN WALEED KUWAIT	Jan Jagar

Identified by

Witness 1 Rythur

Witness 2

Photos and TIs captured by me

Capture of Photos and TIs done in my presence

1 ක් කුතුම්කා 2009 තිං/ මැජ.19 31 ක්.තිං. කි ක්වූන්ක බිටේ 224 කාමුකා පාර්මිකාව තිංකු (උ) සෙ පෙරීම්කා කිරාති සිංගු (/ 0)

> ූ ත්ත්-වස**ි** ලූරා



स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER

AIYPK2089F



नाम /NAME SRIDEVI KALICHETI

पिता का नाम /FATHER'S NAME VENKATA RAMI REDDY NARALA

जन्म तिथि /DATE OF BIRTH

19-04-1977

हस्ताक्षर /SIGNATURE

sterly

श्वा तंत्र्या /PERMANENT ACCOUNT NUMBER

ABMPM6725H





HIP /NAME SOHAM SATISH MODI

PUTE OF THE PERSONNE SATISH MANILAL MODI

जन्म सिथि टाकस् सर छात्रास

18-10-1969

हरताक्षर ISIGNATUHE

(Xlost)

ुप्तर प्राथम प्राप्तक प्राप्ता ६४३६

Chief Commissioner of income-titx, Andhra Pradesh

आयकर विभाग

INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

भारत सरकार GOVT. OF INDIA

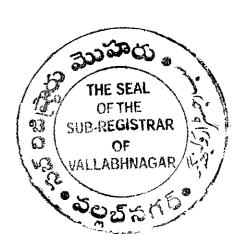


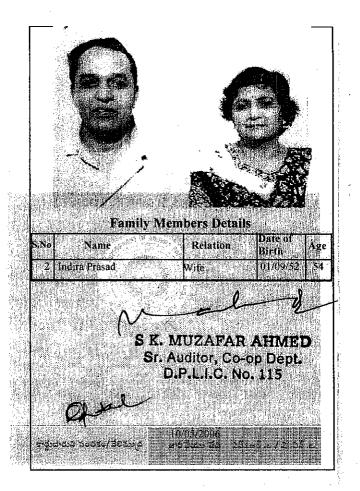


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1 ක් කුතුස්කා 2009ක් 1931 ක්.ත්ර. ක් ස්කුක්ෂ බට 3720ක් පට්ණ්ණාව හිරහැ (ලදි ණ පැරීණෙන ක්රාය ටර්ට (11)

> ි තිනී-වසිදිඉරා





Card No F.P Shop No

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•ై ధారానీకోజు.విశ్వీశ్వర్ (ప్రసాద్

Name of Head of

Dharanikota. Visweswar Prasad

Household

ತಂಡಿ/ಭರ್ತವಿರು

Father/ Husband name : Anantaramaiah හුසුීන්ව්ර/Date of Birth : 13/10/1951

వయస్సు/Age వృత్తి /Occupation

: 55 : Employee-Private

ಇಂಟಿ ನಂ./House No. ् B-89, 1st Floor

వీథ /Street

BEGUMPET

Colony

; IAC COLONY

Ward

្ន _នត្₁/ Ward- [

Circle

ీ సర్మల్ 87 Circle VIII

ළලු /District

🖫 ්ඩුංසල හැක / Hyderabad

Annual Income (Rs.): 72,000

LPG Consumer No.

• 511226/(Double)

LPG Dealer Name

: Twin City Gas Company, HPC

Idua leasas

1 వ వున్నకము 200 నేసం/శా.శ.19 <u>3</u>1 వ.సం. వు దస్తావేజు నెం<u>132 4మొత్త</u>ము కాగీతముల సంఖ్య (12) ఈ కాగీతము వరుస సంఖ్య (12)

ත්හි-වස**ි**ලුරා

