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AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 13 day of September 2007 at Secunderabad by and between:

M/S. SRI SAI BUILDERS, a registered partnership firm having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad – 500 062 represented by its partner Sri Nareddy Kiran Kumar, Son of Madhusudhan Reddy, aged about 33 years, Occupation: Business hereinafter called the "Builder" (which expression where the context so permits shall mean and include its successors in interest, nominee, assignee).

AND

MR. S. P. MITTAL, SON OF MR. K. S. MITTAL, aged about 59 years, residing at AB2, Vaishnavi Complex, Street NO. 6, Habsiguda, Hyderabad., hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Sri Sai Builders

Partner

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- 3 పుస్తకము<u> () [()</u> The second second దస్తావేజాల మొత్తం కాగితముల th it's min సంఖ్య...!/....ఈ కాగితపు వరుస 13 es 200 [192< 3.3 కార్డమ్యోడ్డ్ మాసము. సిన్హీ. తేది ఉప్పల్ సబ్-రిజిస్ట్రారు అఫీసులో & K. Pheloholad Redaly రిజిగ్ద్రేషన్ చట్టమ్కు 1908 లోని సెక్షన్ 32 ఎ-ను ອຸລາກິຣິຣິ ກລາຣິງ ເລີຍ ຄວາ **ສຳຍົງກະລາຍ** మరియు పేలిముడలతో, సహ దాఖలువేసి Receipt Nobol 3.78 Dt. !! SBH, Habsiguda Branch, Sec'bad ాస్ అుచ్చినట్లు ఒప్పుకొన్నద ఎడ్డమ్మబోటన(పేలు K. Prabhakar Reddy, Sio. Mr.K.P.Reddy, Occupation Service (O). 5-4-187/3 & 4, 3rd, Floor, Soham Mansion, M.G.Road, Secunderabad. Attested GPA, through General Power of Attornery, Vide Doc. No. 197 | BEE | 06 Registered at SRO, Uppal , R . R . 67 %-Satz habel Miltel Sto K.S. mittal Rlo. AB-2, Vaishvavi Complex, St. no. G. Hubrigada Hydealvol ాస్త్రించినది V. R. Vargarand. Sto V. Pullampajn, Rlo 12-11-196/2 B. wager Scendershad J. Preday 810. J. Dhon my ouis Serie Lb. 1-10-263, men Brungally, Packod. 200.7.3. Noll Sales Cont - 30 12. 3 & B

WHEREAS:

- A. The Buyer under a Sale Deed dated 13.09.2007 has purchased a semi-finished Deluxe apartment bearing no. 212, on the second floor in block no. 'A', admeasuring 1300 sft. of super built up area in residential apartments styled as Gulmohar Gardens together with
 - a. Proportionate undivided share of land to the extent of 79.95 sq. yds.
 - b. A reserved two wheeler parking bearing no. 27 admeasuring about 15 sft.
 - c. A reserved car parking bearing no. 12 admeasuring about 100 sft.

 This Sale Deed is registered as document no. 10913 pg in the office of the Sub-Registrar, Uppal. 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 Deluxe apartment bearing no. 212 on the second floor in block 'A' 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-finished deluxe apartment bearing no. 212 on the second floor in block no. 'A' admeasuring 1300 sft. of super built up area and undivided share of land to the extent of 79.95 sq. yds. A reserved two wheeler and Car parking bearing no. 27 & 12 admeasuring 15 & 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 6,57,500/- (Rupees Six Lakhs Fifty Seven Thousand Five Hundred Only).
- 2. The Buyer has already paid the an amount Rs. 83,212/- (Rupees Eighty Three Thousand Two Hundred and Twelve Only) before entering into this agreement, which is admitted and acknowledged by the Builder.

For Sri Sai Builders

Partner

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Among prent Under Section 42 of Act of Live 16716 of 2007 Date 131967 stamp duty of Rs 520 Rupees 5 C ched twee has been levied in respect of this instrument from Sri B of Reddy on the basis of the proceed identifier Value consideration of R 6 C7 500 | being higher than the consideration agreed Market Value. S.R.O. Uppat indian stamp ac Registration Endorsementtowards Stamp Duty Including Transfer duty and Rs. LQQQL towards Registration Fee was paid by the party through Challen Receipt Number 603.7.78 Dated $\mathcal{U}(S, \mathbb{G})$ at SBH Habelguida Branch, Sec bag o.n.n. nabsiguda 4/c No. 019 0050703 of S.B.O. Yopel

3. The Buyer shall pay to the Builder the balance consideration of Rs. 5,74,288/-(Rupees Five Lakhs Seventy Four Thousand Two Hundred and Eighty Eight Only) in the following manner:

Installment	Amount (Rs.)	Due date of payment	
I	1,91,428/-	01.07.2007	
II	1,91,428/-	01.10.2007	
III	1,91,432/-	31.12.2007	

- 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 Deluxe apartment bearing no. 212 on the second floor in block 'A' 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 2007 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.

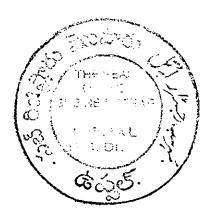
For Sri Sai Builders

Partnar

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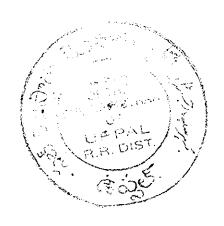


- 10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she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

For Sri Sai Builders

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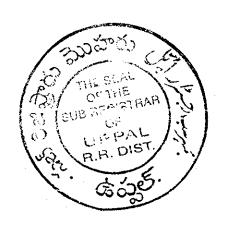
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- 17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of 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.

For Sri Sai Builders

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SCHEDULE 'A'

SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, situated at situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	40' side road (Shakti Sai Nagar road)
East By	Shakti Sai Nagar Colony
West By	Sy. No. 92

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 212 on the second floor, in block no. 'A', admeasuring 1300 sft. of super built up area together with proportionate undivided share of land to the extent of 79.95 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 27 & 12, admeasuring about 15 and 100 sft. respectively., in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	Flat No. 213
South By	Open to sky & 6' wide corridor
East By	Lift & Open to sky & 6 wide corold or
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:

For Sri Sai Builders

Partner

BUILDER

BUYER

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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe	Deluxe
		Apartment	Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blocks	blocks	blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Smooth finish with OBD	Smooth finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors = moulded
Electrical	Copper wiring with standard switches	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	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Branded CP fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen	Loft 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:

WITNESS:

1.

For Sri Sai Builders

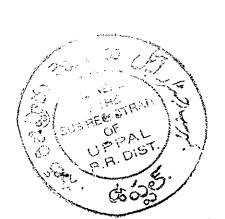
Partner

BUILDER

Sali Innh Withe

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)

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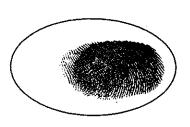
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

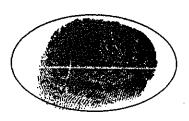
M/S. SRI SAI BUILDERS
HAVING ITS OFFICE AT 25
A & B ELECTRONIC COMPLEX
KUSHAIGUDA
HYDERABAD – 500 062.
REPRESENTED BY ITS PARTNER
MR. NAREDDY KIRAN KUMAR
S/O. MR. MADHUSUDHAN REDDY.





GPA FOR PRESENTING DOCUMENTS:

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





BUYER:

MR. S. P. MITTAL S/O. MR. K. S. MITTAL R/O. AB2, VAISHNAVI COMPLEX STREET NO. 6 HABSIGUDA HYDERABAD.

SIGNATURE OF WITNESSES:

1. Varaprara

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For Sri Sai Builders

Partner

Partne

For Sri Sai Builders

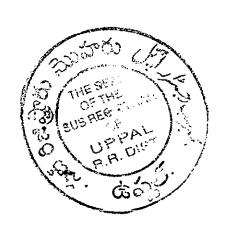
SIGNATURE OF EXECUTANTS

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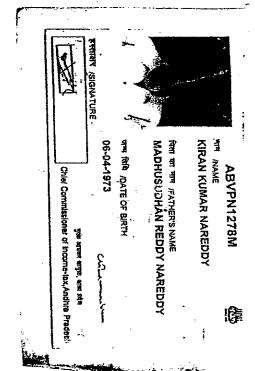


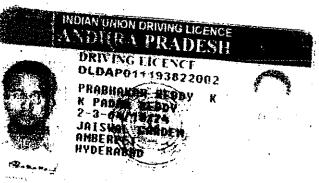
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इस कार्ड के छो / मिल जाने पर फुट्या जारी करने वाले प्राधिकारी को शृक्षित / घापस कर दें गुष्ट्य आयकर आयुक्त, आयकर मनन, आयकर मनन, करोत बाग, कराबाद - 500 004. In case this card is lost/found_kindly inform/return to the issuing authority: Chief Commissioner of Income-tax, Asystian Bhavan, Bashoerhagh,

Hyderabad - 500 004.





10/07/2002 DUPLICATE

Licencing Authorny RTA-HYDERABAD-EZ

For Sri Sai Builders

Partner

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भारत गणराज्य REPUBLIC OF INDIA क्रमारोर्ड में, (Fassport No. स्टीय क्लोड /Country Code टाईव /३४४० P G3237630 SATYA PRAKASH Promise of Birth TREPORT PRESCONAITY 15/07/1948 BAREILLY, UP Procede Wind को का बालन (Place of hears HYDERABAD सूक्षी करने की सिर्पेट (Date of leave) जानामिन नहीं सिर्पेट (Date of Explin 11/05/2007 10/05/2017

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