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LEELA G CHIM STAMP VENDOR No. 02/2005

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# AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 31 day of March 2008 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 34 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

MRS. M. UMA NAGALAKSHMI, DAUGHTER OF MR. M. SAMBASIVA RAO, aged about 33 years, residing at H. No. 1-1-336/85, Shubhamastu Apartments, Flat No. 201, Viveknagar, Chikkadpally, Hyderabad - 500 020., hereinafter referred to as the Buyer (which germ shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Sri Sai Builders

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1వ పుస్తకము 2008......వ నం పు<sup>8</sup>్స్ ఏదే**ప్రేషిం** మొగ్రము కాగితముల సంఖ్య............. 

2008 వనం..మాండ్రా...నెల...?../....వ శిర 19 29.0. 8. 80 100 100 11 11 15 16 **చంద్య కాప్రా** సతో-ఓర్మ్మాను రాహ్యంయనుండి & Lc. prebholow redd రిజిస్ట్రిషస్ అల్లియి 1908 లోని సెక్షన్ **జీకి,ఎను అనునరించి** సముద్దించిన లేదన్ హైస్ట్ గ్రామ్లలు వురియు పేలినుుడ్పత్తో సర్వ దాఖలుచేసి 



డానీ ఇచ్చినట్లు ఒప్పకొన్నది ఆడ్డాంట్గార్

S/o. K.P. Reday oce: Senice old floor, solam mansion ఎడమ బొతున బ్రేఖు రాగా-18) (డెళ్ళ, through offested Gan bor M.G. Lood, see'sad, Presentation of documents, vide GPA NO. 177/10/05 at Slo, Upper, R. R. Dis

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M. Uma Nogalakshmir Mo. M. Sambasıva Ros occi. Segvice, 40. 1-1-376/85, Thubamash. Apts, flat No. 201, liveringar, Chikrodesty Hude a Look.

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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 31.03.2008 has purchased a semi-finished standard apartment bearing no. 411, on the fourth floor in block no. 'A', admeasuring 485 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 29.83 sq. yds.
  - b. A reserved two wheeler parking bearing no. 56 admeasuring about 15 sft. This Sale Deed is registered as document no. 894/08, in the office of the Sub-Registrar, Kapra, R. R. District. 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 standard apartment bearing no. 411 on the fourth 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 standard apartment bearing no. 411 on the fourth floor in block no. 'A' admeasuring 485 sft. of super built up area and undivided share of land to the extent of 29.83 sq. yds. A reserved two wheeler parking bearing no. 56 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 4,35,000/- (Rupees Four Lakhs Thirty Five Thousand Only).
- 2. The Buyer shall pay to the Builder the balance consideration of Rs. 4,35,000/-(Rupees Four Lakhs Thirty Five Thousand Only) and the Builder admit and acknowledge the receipt for above said consideration.
- 3. 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.
- 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.

For Sri Sai Builders

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Partner

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- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished standard apartment bearing no. 411 on the fourth floor in block 'A' 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 31<sup>st</sup> March 2008 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.
- 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.

For Sri Sai Builders

Partner

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- 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 Gulmohar Gardens 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 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.
- 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.
- 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.

For Sri Sai Builders

Partner

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- 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. \(\sigma 3.50 \); /- is paid by way of challan No. \(\frac{15650}{15650}\), dated \(\frac{15650}{1.63.65}\), dated \(\frac{11.63.65}{1.63.65}\), both drawn on State Bank of Hyderabad, Kushaiguda Branch, R. R. District.

For Sri Sai Builders

Partner

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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:

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

#### SCHEDULE 'B'

# SCHEDULE OF APARTMENT

All that portion forming semi-finished standard apartment no. 411 on the fourth floor, in block no. 'A', admeasuring 485 sft. of super built up area together with proportionate undivided share of land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 56, admeasuring about 15 sft., 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	6' wide corridor & Open to sky
South By	Open to sky
East By	Flat no. 410
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:

BUILDER

Partner

For Sri Sai Builders

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 blocks	4"/6" solid cement blocks	4"/6" solid cement 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:

For Sri Sai Builders

WITNESS

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SUB-REMOTRAL KAPRA

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REGISTRATION PL	AN SHO	WING FLAT	NO. 411 IN BL	OCK NO. 'A	\'1		•.
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IN SURVEY NOS.	93, 94	& 95				SITUAT	ED AT
	MALL	APUR VILLAGE,		UPPAL		MANDAL, R.R.	DIST.
BUILDER:	M/S. S	RI SAI BUILDER	S REPRESEN	TED BY ITS	PARTNER		
	SRINA	REDDY KIRAN	KUMAR, SON	OF SRI MAI	DHUSUDAN REDI	ΣΥ	
BUYER:	MRS.	M. UMA NAGAL	AKSHMI, DAU	GHTER OF I	MR. M. SAMBASIN	'A RAO	
REFERENCE: AREA: 29.1	83	SCALE: SQ. YDS. OR		INCL: SQ. MTRS.		EXCL:	]
Total Built-up Area = Out of U/S of Land =	485 sf Ac. 4-0	0 Gts.	,				
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le com	6'-0" WIDE.	Living/Diaing 9'-0"x14'-0"	<b>\$200.00</b>	T)	0		
6' wide corridor & Open to sky	OR. 6	**	Bed Room 9'-0"x12'-0"		Open to sky		
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**WITNESSES:** 

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

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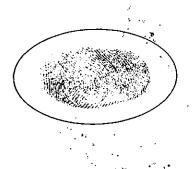
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PRESENTANT / SELLER / BUYER





#### BUILDER:

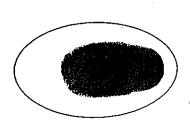
M/S. SRI SAI BUILDERS
HAVING ITS OFFICE AT 25
A & B ELECTRONIC COMPLEX
KUSHAIGUDA
HYDERABAD - 500 062.
REPRESENTED BY ITS PARTNER
MR. NAREDDY KIRAN KUMAR
S/O. MR. MADHUSUDHAN REDDY.





# 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:

MRS. M. UMA NAGALAKSHMI D/O. MR. M. SAMBASIVA RAO R/O. H. NO. 1-1-336/85 SHUBHAMASTU APARTMENTS FLAT NO. 201, VIVEKNAGAR CHIKKADPALLY HYDERABAD - 500 020.

SIGNATURE OF WITNESSES:

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For Sri Sal Builders

SIGNATURE OF EXECUTANTS

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Chief Commissioner of Income-lax,

the issuing authority;

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For Sri Sai Builders

Partner

ABVPN1278M
PIPT INAME
KIRAN KUMAR NAREDDY

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SUBSECTION AND CONTRACT OF KAPRA