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LEELA G CHIMALG

STAMP VENDOR Licinos No.02/2006

5-4-76/A Callar Ranigunj, SECUNDERABAD-500 003.

SIO. GARAO FOR WELL PARAMOUNT BUILDING

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# AGREEMENT FOR CONSTRUCTION

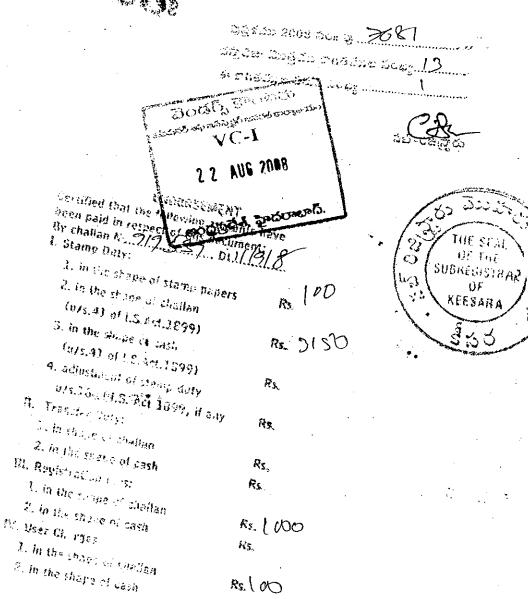
This Agreement for Construction is made and executed on this the 2008 at Secunderabad by and between: day of September .

M/S. PARAMOUNT BUILDERS, 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 Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years Occuaption: Business and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, Occuaption: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

#### AND

MR. CHOORIYARAJU SHANKAR NARAYANAN, SON OF MR. CHEYASRI THANDAUTHAPANI, aged about 32 years, residing at 11-3-325/C, Srinivas Nagar Colony, Addagutta, Secunderabad, 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 Paramount Builders



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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 11.09.2008, has purchased a semi-finished, Semi-deluxe apartment bearing no. 301, on the third floor in block no. '1C', dmeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 sft. of common area) of super built up area in residential apartments styled as 'Paramount Residency' together with:
  - a. Proportionate undivided share of land to the extent of 53.78 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 19 admeasuring about 15 sft.
  - c. A reserved car parking space bearing no. 09 admeasuring about 100 sft.

    This Sale Deed is registered as document no. 76 go/eg in the office of the Sub-Registrar, Keesara Mandal, 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 semi-finished semi-deluxe apartment bearing no. 301 on third floor in Block '1C' 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. 301 on the third floor in block no. '1C', admeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 sft. of common area) of super built up area and undivided share of land to the extent of 53.78 sq. yds. A reserved parking space for two-wheeler and Car, bearing nos. 19 & 09 admeasuring about 15 & 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,25,000/-(Rupees Three Lakhs Twenty Five Thousand Only).
  - (a). The buyer already Paid an amount of Rs. 3,2000/- (Represent Lakers Twenty five thousand only) before Entering This agreement and the builder acknowledges the receipt.
- 2. 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 Paramount Builders

For Paramount Builders

Partner

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- 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 301 on third floor in Block '1C' 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> September 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.

For Paramount Builders

Partner

For Paramount Builders

Partner

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An amount (P. 3(S) towards stamp duty including transfer out, and Tis. 1000 towards registration fee on the Market Value of Rs. 32–5000 was hard by me Party through challes Receipt No. 97539 dated 1/19/88 Receipt No. 97539 Sub-Registrat Keesara

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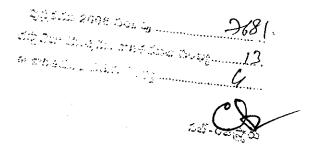
- 11. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 12. The Builder shall deliver 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 Paramount 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 Paramount 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.

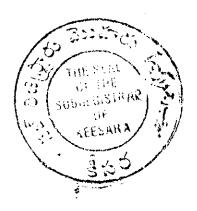
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For Paramount Builders

Partner





- 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. 4250= /- is paid by way of challan no. 919539, dated 11.09.08, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 3.20 /- by the way of Payorder No. 143494, dated 199.09.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

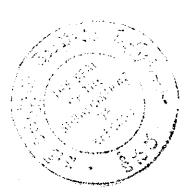
For Paramount Builders

Partner

For Paramount Builders

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### SCHEDULE 'A'

#### SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

South By         Sy. Nos. 175, 174 & 167           East By         Sy. No. 159           West By         Sy. No. 198	North By	Sy. Nos. 198, 182, 180 & 177
East By Sy. No. 159	<u> </u>	
West By Sy. No. 198	East By	
	West By	Sy. No. 198

#### SCHEDULE 'B'

## SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 301 on the third floor in block no. '1C', admeasuring 820 sft. of super built-up area (i.e., 656 sft. of built-up area & 164 sft. of common area) together with proportionate undivided share of land to the extent of 53.78 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 19 & 09, admeasuring about 15 and 100 sft. respectively., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor	· · · · · · · · · · · · · · · · · · ·
South By	Open to sky	
East By	Open to sky & 6' wide corridor	<u>-</u> -
West By	Flat No. 302	<del></del> ,

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:

1.

2.

9

or Paramount Builder

Partner

For Paramount Builders

BUILDER

BUYER

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	SCHEDULE OF SPECIFIC	ATION FOR
	COMPLETION OF CONST	TRUCTION
Item	Semi deluvo Anortus	
Structure	Semi-deluxe Apartment	Deluxe Apartment
Walls	RCC	RCC
	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring -	Ceramic tiles	Marble slabs
Drawing &		
Dining		
Flooring – Bedrooms	Ceramic tiles	Marble tiles
Door frames	Wood (non-teak)	Wood (non-teak)
Doors	Panel main door, others flush	All panel doors
Electrical	doors	
	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum	Powder coated aluminum sliding
	sliding windows with grills	windows with grills
Bathroom	Designer ceramic tiles with	Designer ceramic tiles with 7' dado
	7' dado	gent stating thes with / dado
Sanitary	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Branded CP Fittings
Kitchen platform	Granite tiles, 2 ft ceramic	Granite slab, 2 ft ceramic tiles
71 1:	tiles dado, SS sink.	dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes
Lofts	Lofts in each bedroom &	Lofts in each bedroom & kitchen
	kitchen	a and a second second

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.

2.

Builders .

Partner

For Paramount Builder

BUILDER

BUYER.

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REGISTRATION P	LAN SHOWING	FLAT NO. 301 IN	I BLOCK NO. '1C'			<u>.                                    </u>
		ON THE THIRD	FLOOR IN PARA	MOUNT RESIDEN	CY	
IN SURVEY NOS.	176 (PART)	. ,	-		SITUAT	ED AT
*	NAGARAM VILL	AGE,	KEESARA		MANDAL, R.R.	DIST.
BUILDER:	M/S. PARAMO	OUNT BUILDERS	REPRESENTED	BY ITS PARTNERS		····
	MR. SOHAM	MODI, SON OF M	R. SATISH MODI			
	MR. SAMIT G	ANGWAL, SON C	F MR. S. K. GAN			
		,				
				1		
BUYER: MR	. CHOORIYARAJU	SHANKAR NARA	YANAN, SON OF	MR. CHEYASRI T	HANDAUTHAPAN	
REFERENCE:	SCAL 78 SQ. YD	E:	INCL: SQ. MTRS.	, Lú	EXCL:	
Total Built-up Area Out of U/S of Land	a = 820 sft.  = Ac. 3-04 Gts.					
		Flat No. 302	<u></u>		₩N	,÷
	BALCONY 8'6'x4'0' Open to sky	Address W Table 12,1,411,00.	e ascontinui de	6° wide corric	ocation Map	Æ

Open to sky & 6' wide corridor

Paramount Builders

Partner

For Paramount Builders

SIG. OF THE BUILDER

2.

স্টুটটা ইন্ডেই করে কু <u>768।</u> বেট্টটা টাজুটা চাউটটাত চক্ত্<sub>ৰ</sub> 13 ৮ লাইটাত ইন্ডিট কেন্ডু



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

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FINGER PRINT
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(LEFT THUMB)

PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. BY ITS PARTNERS

1. MR. SOHAM MODI S/O. MR. SATISH MODI



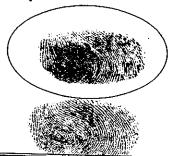


2. MR. SAMIT GANGWAL S/O. MR. S. K. GANGWAL R/O. PLOT NO. 1211, ROAD NO. 60 JUBILEE HILLS HYDERABAD – 500 034.



SPA FOR PRESENTING DOCUMENTS VIDE DOC. NO. 1/BKIV/2007 Dt: 11/01/2007:

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.





BUYER: -

MR. CHOORIYARAJU SHANKAR NARAYAYAN S/o, MR. CHEYASEI THADAUTHAPAGI RO. 11-3-325/C, SRINIYASA NAGAR CU

For Paramaunt Builders L For Param

1.

Joseph Land

SIGNATURE OF WITNESSES:

Partner

For Paramount Builders

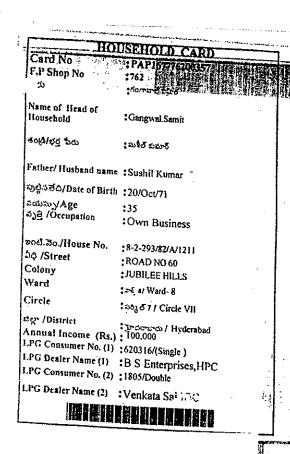
SIGNATURE OF THE EXECUTANTS

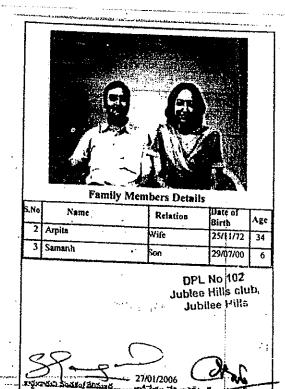
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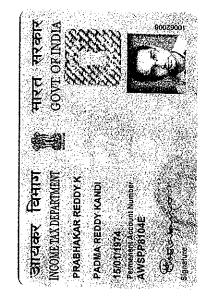
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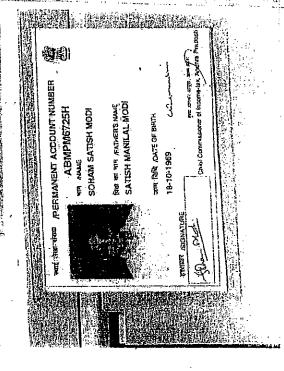
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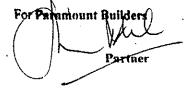


















## WITNESSES NO. 1





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature:

Mye-

Valid upto : 30 April 2009

Issuing Authority: ペープルニンチ

Blood Group : O +ve

Address: 5-4-187/3&4, lind Floor, M.G Road, Secunderabad-500003. Ph:040-68335551; 040-27544058

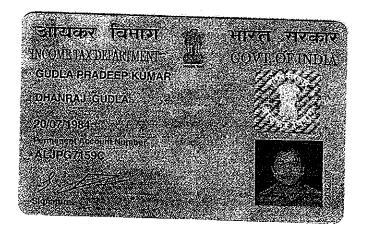
www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while teaving the organization
- 3. The loss of the card must be reported to the Admin Div.Immediately

## WITNESSES NO. 2



इस कार्ड के खोने / पाने पर कृपण सूचित करें / लौटाएं : आयकर पैन सेवा इकाई, एन एल डी एल पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एक. बी. मार्ग, लोअर वरेल, मुम्बई - 400 013.

If this card is lost / someone's lost card is found, please inform / seurin to :
Income Tax PAN Services Unit, NSDL,
1st Floor, Times Tower.
Ksmala Mills Compound,
S. B. Marg, Lower Parel; Mumbel - 400 013.

Tel: 91-22-2499 4650, Fax, 91-22-2495 0664, e-mail: timm6@nsdl co.in

