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R 148097

Date: (9-04-2009 Serial Vo: 9,681 Denomination: 100

Furchased By:

G. VENRATESH

S.D G.A. RAC

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FOR Whom:

FOR Whom:

G.S.D., CalG Office, Hyd

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 27th day of April 2009 at SRO, Keesara, Ranga Reddy District by and between:

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 39 years Occuaption: Business and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 37 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

1. Mr. KAILASH BADRINARAYAN SAMDANI, SON OF Mr. BADRINARAYAN SAMDANI, aged about 38 years, Occupation: Service.

2. Mrs. SWATI KAILASH SAMDANI, WIFE OF Mr. KAILASH BADRINARAYAN SAMDANI, aged about 34 years, both are residing at S - 702, HM Tambourine, Jaraganahalli, Kanakalpura Road, JP Nagar-6th Phase, Bangalore, Karnataka - 560 078, 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 Paramiunt Builders
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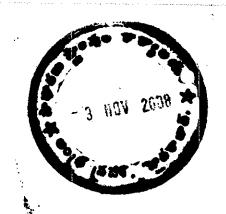
For Paramount Builders

Partner

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1. in shape of challan

Rs.

2. In the shape of cash

RS

III. Registration fees:

1. In the shape of challan

8. (ODO

2. In the chape of cash

Rs.

IV. User Charges

1. in the shape of challan

Rs 100

2. in the shape of cash

Rs

Total Rs

SUB REGISTRAR KEESARA

WHEREAS:

- A. The Buyer under a Sale Deed dated 27.04.2009 has purchased a semi-finished, Semi-deluxe apartment bearing no. 301, on the third floor in block no. A, admeasuring 1600 sft. (i.e., 1280 sft. of built-up area & 320 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 104.93 sq. yds.
 - b. A reserved parking space for two wheeler and car on the stilt floor bearing nos. 19 & 11 admeasuring about 15 and 100 sft respectively.

 This Sale Deed is registered as document no. 1829/09 in the office of the Sub-Registrar, Keesara, 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 '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-deluxe apartment bearing no. 301 on the third floor in block no. A, admeasuring 1600 sft. (i.e., 1280 sft. of built-up area & 320 sft. of common area) of super built up area and undivided share of land to the extent of 104.93 sq. yds. A reserved parking space for two wheeler and car bearing nos. 19 & 11 admeasuring about 15 and 100 sft. respectively, as per the plans annexed hereto and the specifications given hereunder for a amount of Rs. 10,85,000/-(Rupees Ten Lakhs Eighty Five Thousand Only).
- 2. The Buyer has already paid to the Builder the above said amount of Rs. 10,85,000/-(Rupees Ten Lakhs Eighty Five Thousand Only) which is admitted and acknowledged the receipt.

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Ranga Reddy District. Jamdani (Failash Badrinarayan Samdani S/11. Badrinarayan Samdani Oce: Service R/0. S.702, HM Tambourine, Jagarhalli, Rarnata Road, SP Nagar 615 Rose ఎడమ బొటన (పేలు Boungole, Farnataka - 078. Swah Keilash Bamdern Wo, Keilash Bodrineray Sksandan' వైడ్రమ బొట్టన (ప్రేలు 90. 5-702, HM Tambourine, Jaraganhalli Kanakalpura Road, JP Mogar - 615 Prage, Bangole, Karnataka - 078. ఎ**గూపించినదీ** Vental Romana Reddy blo. Bij Roddy oce: Servi Ryp. 11-18712, Green Hilly Glory, Scroomagan Anderabad, @ & Gominarajare A. Laxaringroyana, yo. Sadhang oce: Service - R's. lalapet, Ser'Bad 2008 200 3 Stole 30 27 336 35-62 30 1930 3.7.8 30. 2 al of sirain I 330 \$30

- 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.
- 4. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor 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 '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.
- The Builder shall complete the construction of the Apartment and handover 8. possession of the same by 15th May 2009 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. Handan

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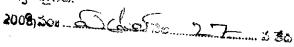
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Partner

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ରଣ-ଓଣ୍ଡାନ୍ସ୍ଟି

An amount CIRS COTSO towards stamp duty including transfer duty and Rs. CODO towards registration fee on the Market Value of Rs. CODO was raid by me Party through challan Receipt No. 1925 9127 dated 2714 59 st SBH Keesara Br Keesara Keesara

1990 සිංහරා වශ්ණ ජනාම්යකි. මැති බවත් 1839 කියල් සිංහරා වශ්ණ ජනාම්යකි. මැති විශ්ණ ජනාම්යකි. මැති විශ්ණ ජනාම්යකි. මැති විශ්ණ 1834-1 1930/2068





- 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.
- 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.

For Paramount Burders

or Portamount Builders

Hamdani Akramalani Page 4



- 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.
- 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.
- 20. 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. 11,850/- is paid by way of challan no. (-195982, dated 27 4 87, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 10,850/- by the way of Payorder No. 148323, dated 23.4.89, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

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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:

North By	Sy. Nos. 198, 182, 180 & 177
South By	Sy. Nos. 175, 174 & 16"
East By	Sy. No. 159
West By	Sy. No. 198

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-deluxe apartment bearing flat no. 301 on the third floor in block no. 'A', admeasuring 1600 sft. of super built up area (i.e., 1280 sft. of built-up area & 320 sft. of common area) together with proportionate undivided share of land to the extent of 104.93 sq. yds. and a reserved parking space for two wheeler and car bearing nos. 19 & 11 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	Open to sky
South By	Open to sky
East By	6' wide corridor & Open to sky
West By	Flat No. 302

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:

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For Paramount Builders

Partner

Partner
BUILDER -

BUYER da



SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION				
Item	Semi-deluxe Apartment	Deluxe Apartment		
Structure	RCC .	RCC		
Walls	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 Drawing & Dining		Marble slabs		
Flooring – Ceramic tiles Bedrooms		Marble tiles		
Door frames	Wood (non-teak)	Wood (non-teak)		
Doors Panel main door, others flush doors		All panel doors		
Electrical	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		
Bathroom	Designer ceramic tiles with 7' 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 tiles dado, SS sink	Granite slab, 2 ft ceramic tiles dado, SS sink.		
Plumbing	GI & PVC pipes	GI & PVC pipes		
Lofts	Lofts in each bedroom & kitchen	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:

WITNESS:

Partner

BUILDER

Page 7

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REGISTRATION P	LAN SHOWING	FLAT NO. 301 I	N BLOCK NO. 'A'		
		ON THE THIRD	FLOOR IN PARA	MOUNT RESIDEN	CY
IN SURVEY NOS.	176 (PART)				SITUATED AT
	NAGARAM VILL	AGE,	KEESARA		MANDAL, R.R. DIST.
BUILDER:	M/S. PARAMOU	NT BUILDERS R	EPRESENTED BY	ITS PARTNERS	
	MR. SOHAM MC	DI, SON OF MR.	SATISH MODI		
	MR. SAMIT GAN	IGWAL, SON OF	MF. S. K. GANGV	VAL	
BUYER:	1. MR. KAILASH	BADRINARAYA	N SAMDANI, SON	OF MR. BADRINA	RAYAN SAMDANI
	2. MRS. SWATI	KAILASH SAMD/	ANI. WIFE OF MR.	KAILASH BADRIN	ARAYAN SAMDANI
REFERENCE:	SCAL 4.93 SQ. YD		INCL: SQ. MTRS.		EXCL:
Out of U/S of Land Open to sky	Flat No. 3			Open to sky	N N
WITNESSES: 1. 2.	6' wide corrido	or & Open to sky	Fr. P. ramoust	DuOiera Po Pariner	Paramount Builders Partner SIG. OF THE BUILDER SIG. OF THE BUYER



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

SL.NO.

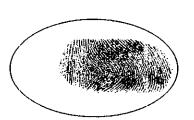
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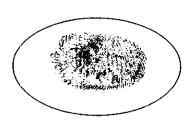


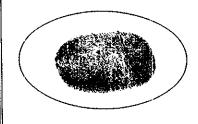


















NAME & PERMANENT **POSTAL ADDRESS OF** PRESENTANT / SELLER / BUYER

BUILDER:

M/S. PARAMOUNT BUILDERS A 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. 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:

- 1. MR. KAILASH BADRINARAYAN SAMDANI S/O. MR. BADRINARAYAN SAMDANI R/O. S - 702, HM TAMBOURINE, JARAGANAHALLI, KANAKALPURA ROAD, JP NAGAR – 6TH PHASE BANGALORE, KARNATAKA - 560 078.
- 2. MRS. SWATI KAILASH SAMDANI W/O. MR. KAILASH BADRINARAYAN SAMDANI R/O. S - 702, HM TAMBOURINE, JARAGANAHALLI, KANAKALPURA ROAD, JP NAGAR - 6TH PHASE BANGALORE, KARNATAKA - 560 078.

SIGNATURE OF WITH

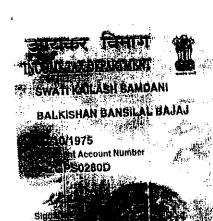
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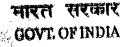
2.

Partner SIGNATURE OF THE EXECUTANTS

SIGNATURE OF THE BUYERS









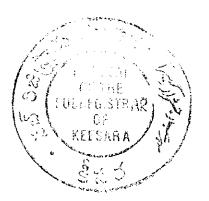


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अर्क सम्बाज्य है



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

C.S.No./Year: 001956/2009 of SRO: 1530(KEESARA)

27/04/2009 12:30:06

SIN o.	Thumb Impression	Photo	Name and Address of the Party	PartySignatu re
1		SAMDANI	(CL) KAILASH BADRINARAYAN SAMDANI R/O.S-702.HM TAMBOURINE, JARAGANAHALLI,KANAKALP URA ROAD,BANGALORE,KARNATA KA	Marragania
2		ZOOZIYEZHIZHI JANDAHYO 195	(CL) SWATI KAILASH SAMDANI R/O.S-702.HM TAMBOURINE, JARAGANAHALLI,KANAKALP URA ROAD,BANGALORE,KARNATA KA	Skeamden
	Manual Enclosure	Manual Enclosure	(EX) PRAMOUNT BUILDERS REP BY SOHAM MODI O/O.5-4- 187/3 & 4,II FLOOR,M.G.ROAD,SECUNDER ABAD	
4	Manual Enclosure	Manual Enclosure	(EX) SAMIT GANGWAL O/O.5-4- 187/3 & 4,II FLOOR,M.G.ROAD,SECUNDER ABAD	

Witness Operate ignatures Signatu

Subregistrai Signature

