

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

14,852

Serial No :

K 280016

Purchased By :

Denomination : 100

C.P. KLMAR JODE, MI SECRAD

Dute : 11-04-∰008

SECTAD

For Whom: PARA MOUNT BUILDERS Sub Registrar CaIG Office, Hyd

AGREEMENT FOR CONSTRUCTION

Enis Agreement for Construction is made and executed on this the Tory 2008 at Secunderabad by and between:

M/S. PARAMOUNT BUILDERS, a registered partnership firm having its office at 5º4-187/3 & 4, II Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. PRABHAKAR SRIVASTAVA, SON OF LATE SHRI HANUMAN PRASAD SRIVASTAVA, aged about 37 years, residing at 504, Madhava Towers, Aditya Nagar, A. S. Rao Nagar, Kapra, Hyderabad - 500 062, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest,

Paramount Buil<u>ders</u> Partner

Page 1

్త్రవ పుస్తకము 200శ్రీవ సంగ్రహ్మం...... ఆడ్రైక్స్ట్లై దస్తావేజు మొత్తం కాగితముల సంఖ్య...!?.... 2008 Son -208 30 5 3 35 1930 5 77 1 1 de la socia 25 de la s

దేశలు2...... దరియు గంటల మధ్య 2000 ప్రహేజ్ ఈ సిట్టిస్టారు ఆఫీసులో 1 1 5 K Problem Reddy కుంగ్రామం జిత్తున్ను 1808లోని సెక్టన్ 32.ఎను ల....కిక్కల న**చ్చర్సిం**చనలనిన ఫోట్ గ్రాఫులు యరించిని చేచ్చిముడ్రలకో వహా దాఖలు చేసి రునుము යා <u>(ගතුර</u> න අවුංධනුණ,

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Prabhagar Strivastava 8/a. Late Henuman Pragad Sinvastan , oce; sen No. 504, modhove Powers, Aditho ragar A. S. Low Magar, tapre, Hydraled.

Giran e/o, Romacionde 000. Rusuisco 1-14, krosshverager, He whom, Evelagude

Rome las go Medagiro 000; seculo 101, si sai April Magale x'racd, Hind

WHEREAS:

- A. The Buyer under a Sale Deed dated 05.67.08 has purchased a semi-deluxe apartment bearing no. 404, on the fourth floor in block no. 'B', admeasuring 830 sft. of super built up area (i.e., 664 sft. of built-up area & 166 sft. of common area) in residential apartments styled as 'Paramount Residency' together with:
 - a. Proportionate undivided share of land to the extent of 54.43 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 31 admeasuring 15 sft. This Sale Deed is registered as document no. 4755/08 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 apartment bearing no. 404 on fourth floor in block no. 'B' 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

- 1. The Builder shall complete the construction for the Buyer a semibearing no. 404 on the fourth floor in block no. 'B', admeasuring 830 sft. of super built up area (i.e., 664 sft. of built-up area & 166 sft. of common area) and undivided share of land to the extent of 54.43 sq. yds. A reserved parking space for two wheeler on the stilt floor bearing no. 31, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,55,000/- (Rupees Ten Lakhs Fifty Five Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 10,55,000/-(Rupees Ten Lakhs Fifty Five Thousand Only) on or before 30th July 2008.
- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 9 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.

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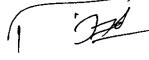
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1వ వృడ్షకము 2008 నంగి (శా.శ 1930) నంగవు ఆఫ్వాన్స్.మెంజరుగా గిజిష్టరు చేయబడినది. స్కానింగ్ నిహిత్తం గుర్తింపు వెంజరు 11530-14725 9/2008 ఇవ్వడమైనది.

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- 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 1month 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 apartment bearing no. 404 on fourth floor in block no. 'B' 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 30 July 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.
- 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.

For Paramount Builde

For Paramount Builders

Partner

Partner

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Page 3



- 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 Paramount Residency 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 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.
- 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.
- 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.

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- 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.

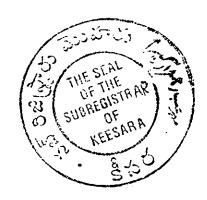
San Baramount Builders

Partner

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ివైదేకము 2008 వరణను <u>4ఎ.59</u> దార్మైవేజు మొత్తము గాగిల్లముల చంద్రిక<u>్టుల</u> ఈ కాగితముల చరుచ్చులు మూడ్-రివృష్టిమ



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 & 167
East By	Sy. No. 159
West By	Sy. No. 198
•	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 404 on the fourth floor in block no. 'B', admeasuring 830 sft. of super built up area (i.e., 664 sft. of built-up area & 166 sft. of common area) together with proportionate undivided share of land to the extent of 54.43 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 31, admeasuring about 15 sft., 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	Flat No. 405
	South By	Flat No. 403
	East By	6' wide corridor
į	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:

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For Paramount Builders

Partner*

For Mr. B. Anand Kumar & Others

Soham Modi, (GPA Holder) For Paramount Builders

Partner

BUILDER

Page 6

1 ఎద్దకము 2008 న**ు** పు వస్తావేజు మొద్దము ాగితముల నంఖ్య<u>ి 12 ...</u> ఈ కాగితముల ప*్రద*్దంఖ్య <u>ద</u> పువా-రిజ్యేశ్రామ



	SCHEDULE OF SPECI COMPLETION OF CO	FICATION FOR NSTRUCTION
Item	Semi del	SETION
Structure	Semi-deluxe Apartment	Deluxe Apartment
Walls	RCC	RCC
External paintir	4"/6" solid cement blocks	
Internal painting	Exterior emulsion	4"/6" solid cement blocks
Flooring	Smooth finish with OBD	Exterior emulsion
Drawing	Ceramic tiles	Smooth finish with OBD
Dining	&	Marble slabs
Flooring		THE REPORT OF THE STATE OF THE
Bedrooms	- Ceramic tiles	
Door frames		Marble files
Doors	Wood (non-teak)	
, - 0013	Panel main door others a	Wood (non-teak)
Electrical		Allpaneldoor
	Copper wiring with modular	
Windows		
	Powder coated aluminum	
Bathroom	sliding windows with and	- vider coaled alumin
	I TYLEUCI CETAMIA 4:1.	
Sanitary		Designer ceramic tiles with The
CP fittings	Raasi or similar make	
Kitchen platform	Standard fittings	Raasi or similar make
Plationing	Granite tiles 2 6	Branded CP Fittings
lumbing	1 daug, SS sink	The State of the S
ofts	GI & PVC nines	
	Lofts in each hodge	GI & PVC pipes
	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:

For Paramount Builders

Partner

For Paramount Builders

BUILDER

Partner

Page 7

1355330, 2008 Son 3 4759 & The Same Day of the Same of /బ్-పజిస్తారు



REGISTRATION P	PLAN SHOWING FLAT NO. 404 IN BLOCK NO. 'B'
	ON THE FOURTH FLOOR IN PARAMOUNT RESIDENCY
IN SURVEY NOS.	176 (DADT)
	NAGARAM VILLAGE, KEESARA MANDAL R.R. DICT
BUILDER:	MANDAL, R.R. DIST M/S. PARAMOUNT BUILDERS REPRESENTED BY ITS PARTNERS
	MR. SOHAM MODI, SON OF MR. SATISH MODI
	MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL
BUYER:	MR. PRABHAKAR SRIVASTAVA, SON OF LATE SHRI HANUMAN PRASAD SRIVASTAVA
REFERENCE: 54.4	SCALE: INCL.
Total Built-up Area Out of U/S of Land	= 830 sft. = Ac. 3-04 Gts.
	Open to sky
	Flat No. 403 Flat No. 405 Flat No. 405 Flat No. 406 Flat No. 406
WITNESSES: 1. 2.	For Paramount Builders Partner Partner SIG. OF THE BUYER

7వుస్తకము 2008 సంక పు <u>AA S ని</u> దస్తావేజు మొత్తము రాగ్రహ్యం సంఖ్య <u>12</u> ఈ రాగ్రతముల సము సమ్య <u>డి</u> మ్-నిజిస్తారు

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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH**

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER













BUILDER:

M/S. PARAMOUNT BUILDERS 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:

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. PRABHAKAR SRIVASTAVA S/O. LATE SHRI HANUMAN PRASAD SRIVASTAVA R/O. 504, MADHAVA TOWERS ADITYA NAGAR A. S. RAO NAGAR, KAPRA HYDERABAD - 500 062.

SIGNATURE OF WITNESSES:

1.

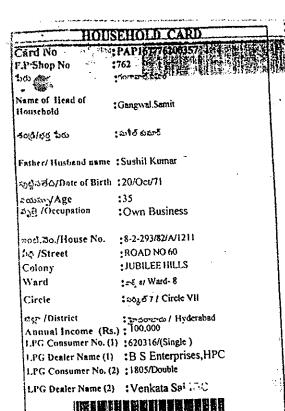
2.

For Paramount Builders

For Paramount Builders

Partner SIGNATURE OF THE EXECUTANTS

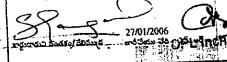
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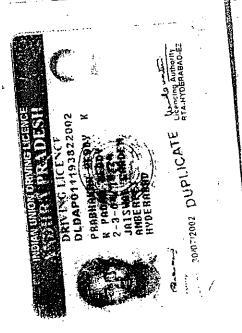


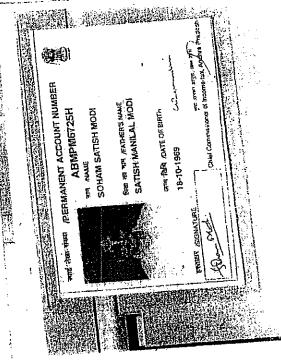


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!	Samanh	Son	29/07/00	6
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DPL No 102 Jublee Hills club, Jubilee Hills







For Paramount Builders

Partner

For Primmaunt Bullders

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खाई लेखा संख्या

/PERMANENT ACCOUNT NUMBER

AJQPS6012H



नाम /NAME

PRABHAKAR SRIVASTAVA

पिता का नाम /FATHER'S NAME HANUMAN PRASAD SHRIVASTAV

जन्म तिथि /DATE OF BIRTH

01-06-1970

हस्ताक्षर /SIGNATURE

आयकर आयुक्त-I, पुणे Commissioner of Income-tax I, Pune

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / यापस कर दें आयकर आयुक्त I पुणे, "प्राप्तिकर सदन" (संलग्न भवन), 60/61, एरंडवणे, कर्वे रोड, पुणे - 411 004.

In case this card is lost/found, kindly inform/return to the issuing authority: Commissioner of Income-tax - I Pune, "Praptikar Sadan" (Annexe Building), 60/61, Erandwane, Karve Road, Pune - 411 004.

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

C.S.No./Year: 005649/2008 of SRO: 1530(KEESARA)

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SIN o.	Thumb Impression	Photo	Name and Address of the Party	PartySignatu re
		0-FETSHATTAK 3441724 4-400-201	(CL) PRABHAKAR SRIVASTAVA R/O.504,MADHAVA TOWERS ADITYANAGARARAONAGAR HYDERABAD	Julara
2	Manual Enclosure	Manual Enclosure	(EX) SOHAM MODI [R] M/S.PARAMOUNT BUILDERS 5-4-187/3&4 II FLOOR SOHAM MANSIONMOULALI SECUNDERABAD	
3	Manual Enclosure	Manual Enclosure	(EX) SAMIT GANGWAL [R] M/S.PARAMOUNT BUILDERS 5-4-187/3&4 II FLOOR SOHAM MANSIONMOULALI SECUNDERABAD	
4	Manual Enclosure	Manual Enclosure	(EX) M/S.PARAMOUNT BUILDERS SECUNDERABADSECUNDERA BAD	

Witness Signatures Operator Signature

Subvegistrar Signature

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Note: Document will be returned at 3.30 p.m. to 5.00 p.m.

If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof if in excess of 10 days subject to maximum of Rs. 500/- will be levied.

