## भारतीय गेर न्यायिक

एक सौ रुपये

v. 100



Rs. 100

ONE HUNDRED RUPEES

ATTECT INDIA
INDIA NON JUDICIAL

ఆంద్ర్మప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

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Sub Registrar . fficie Stamp Vendo S., SATS Office, Hyd

#### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the <u>15</u> day of April 2008 at Secunderabad by and between:

M/s. GREENWOOD ESTATES, 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 Partners/ Authorised representatives Shri. Soham Modi, Son of Shri. Satish Modi aged about 37 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1<sup>st</sup> lane, Begumpet, Hyderabad, hereinafter referred to as the Builder.

AND

MR. CHANDAN GHOSH, SON OF MR. GOPAL GHOSH, aged about 32 years, residing at 204, Sai Samarth Residency, KPHB Phase, Hyderabad - 500 072, hereinafter referred to as the Buyer.

The expression Builder and Buyer shall mean and include his/her/theirs, legal representatives, administrators, executors, successor in interest, assignee, etc.

For Greenwood Estayes

Partner

🖁 Brin Whom :

For Greenwood Estates

Portner

Clauden Glik

Page I

1 50 apr 200 200 800/80. 8. 19 300. 50. 00 विक्रिजेस ते 1372 ने अस्त्रा इन्हें विकास संक्रिश । 24 **ණ පෘථි**ණ්ඩා නවානි නවානු ( ) ENDORSEMENT Certified that the following amounts have been paid in respect of this docum I. Stemp Duty: 1 in the shape of stamp papers..... 2. In shape of challan ( u/S.41 et 17 mm 1899).... 2. in the shape of capa (c/c./a.c. shi/kb.a.£73) adjustment of stamp duty urS.16 of LS Act, 1899,8 any II. Trensfer Duty: 1. In the shape of challen Rg. 2. In the shape of cash III. Registration fees: 1. In the shape of challan 2. In the shape of cash CFTGE <sup>eub-reuistrar</sup> 1. User Charges: 1. in the shape of challan 2. In the shape of cash ీ సులయు. <u>9</u> ్రంటల మధ్య వల్లభవ్వగర్ నభ్ లజన్మికి engomos of some K prachakar Ka లడ్వావన్ చెక్టికున్న 1908 లోగి స<mark>ొక్షన్ 32వే ను అనుసలంచ</mark> තින්**ද**ුර-සන්වේත මුණේ ලංකුවා ක්වර්ගා බීවකාස්ලේ තික් Mosargayo దాఖలు చేసి రుసుము రుం <u>/ రాలం > ⁄0</u>లు చెళ్లించినం తాని ఇచ్చనట్లు ఓప్పతోన్నది Etherangent Mo K.P. Keddy ru: Sami (0) 5-4-18 3/384, Bfloor, Lottom monson m. C. no ed, Lubad, through alt is ted Spa for Persontaling of Downerts Vide SPB pom no 2/2108 Variou Blig. CHAMBER CHOSH Sto. GOPAL GHOSH RIO. 204, SA SOMBRTH RESIDENCY KPAB PHASE, HYD-072 Vibena kiran agastua s/o. Greshuci how per service regunager Wory sucramba, Block A, OPP, - 18979, Huderaled L'Prodep Ho. T. Olomog Dolla: Same Colo com and it Rla 1-10- 263, New Borenpally Suber 2008ක් ක්රූ ක්ර*ණ*්

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 15 cy. 28 has purchased a semi-finished, semi-deluxe apartment bearing no. 319 on the third floor in block no. 'C', admeasuring 1230 sft, of super built up area (i.e., -984 sft. of built-up area & 246 sft. of common area) in residential apartments styled as 'Greenwood Residency' forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District (hereinafter after referred to as the Scheduled Apartment). This Sale Deed is registered as document no. 1371 58, in the office of the Sub-Registrar, Vallab Nagar, Hyderabad. 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. 319 on the third floor in block no. 'C' 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. 319 on the third floor in block no. 'C', admeasuring 1230 sft. of super built up area (i.e., 984 sft. of built-up area & 246 sft. of common area) and undivided share of land to the extent of 89.18 sq. yds, a reserved parking space for single car admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 13,77,000/- (Rupees Thirteen Lakhs Seventy Seven Thousand only).
- 2. The Buyer shall pay to the Builder the balance amount of Rs. 13,77,000/- (Rupees Thirteen Lakhs Seventy Seven Thousand only) in the following manner:

Installment	Amount (Rs.)	Due date of payment	
I	6,17,000/-	01.03.2008	
II	2,85,000/-	01.04.2008	
III	4,75,000/-	01.05.2009	

For Greenwood Estates

Partner

For Greenwood Estates

Partner

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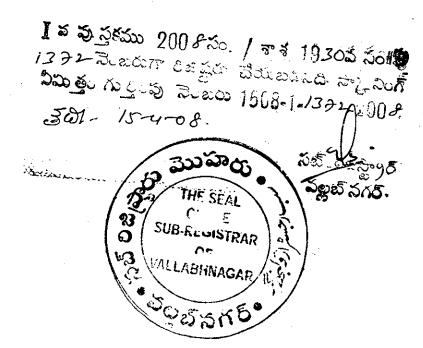
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- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments 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 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 apartment bearing no. 319 on the third floor in block no. 'C' 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 01 May 2009 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.

For Greenwood Estates

For Greenwood Estates

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- 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 Greenwood 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 Greenwood 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.

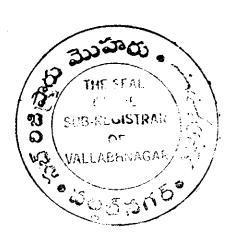
For Greenwood Estates

Partner

For Greenwood Estates

Partner

Under All



- 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.
- 23. Stamp duty and Registration amount of Rs. 14,770/- is paid by way of challan no. 8430%, dated 15.04.2008, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 13,770-/- paid by the way of pay order No. 129770 dated 23.04.08, HDFC Bank, S. D. Road, Secunderabad.

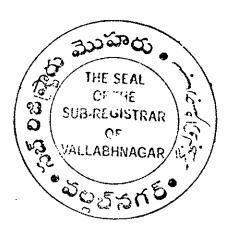
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### SCHEDULE OF APARTMENT

All that portion forming a semi-finished semi-deluxe apartment no. 319 on the third floor in block no. 'C' admeasuring 1230 sft. of super built-up area (i.e., 984 sft. of built-up area & 246 sft. of common area) together with proportionate undivided share of land to the extent of 65.88 sq. yds. and reserved parking space for single car on the stilt floor, admeasuring about 100 sft., in the residential apartment named as Greenwood Residency, forming part of Sy. Nos. 202, 203, 204, 205 & 206, situated at Kowkur Village, Malkajgiri Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Flat No. 308	
South By	Open to sky & 7 WIDE CORRIDOR	No. 10 10 10 10 10 10 10 10 10 10 10 10 10
East By	7' wide corridor & Open to sky	
West By	Open to sky	

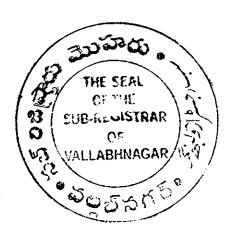
For Greenwood Estates

For Greenwood Estates

**BUYER** 

్ ప పూస్తకము. 22 కి.మీ. తా. శ. 19 వైద్ వి. సం. తా రస్వావేజు నెం. 13.7 2 కి.మీ. కాగీతముల సంఖ్య († 2.) ఈ కాగీతము ఓడ్ కి.మీ. ( 6 )

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#### SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION Item Semi-Deluxe Flat Deluxe Flat Structure **RCC** Walls 4"/6" solid cement blocks External painting Exterior emulsion Internal painting Smooth finish with OBD Flooring Ceramic tiles Marble slabs Door frames Wood (non-teak) Doors & hardware Flush doors with branded hardware Panel doors with branded hardware Panel main door - polished. Panel main door - polished. Other doors - enamel Other doors - enamel Electrical Copper wiring with modular switches Windows Aluminum sliding windows with grills Bathroom Ceramic tiles with 7' dado Designer ceramic tiles with 7' dado with bathtub in one bathroom. Utility room Separate utility area in each flat Sanitary Branded sanitary ware C P fittings **Branded CP Fittings** Superior Branded CP Fittings Kitchen platform Granite slab, 2 ft ceramic tiles dado, Granite slab, 2 ft granite tiles dado, SS sink. SS sink with drain board.

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 Greenwood Estates

Partner

GI & PVC pipes

Lofts in each bedroom & kitchen

For Greenwood Estate

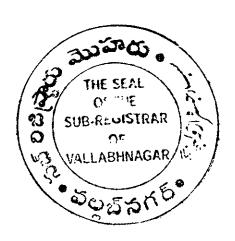
BUILDER

BUYER.

Plumbing

WITNESS:

Lofts



**REGISTRATION PLAN SHOWING** FLAT NO. 319 IN BLOCK NO. 'C' ON THIRD FLOOR IN PROJECT KNOWN AS "GREENWOOD RESIDENCY" IN SURVEY NOS. 202, 203, 204, 205 & 206 KOWKUR VILLAGE, Mandal, R.R. Dist. MALKAJGIRI **BUILDER:** M/S. GREENWOOD ESTATES, REPRESENTED BY ITS PARTNERS 1. MR. SOHAM MODI, SON OF MR. SATISH MODI 2. MRS. K. SRIDEVI, WIFE OF MR. K.V.S. REDDY BUYER: MR. CHANDAN GHOSH, SON OF MR. GOPAL GHOSH REFERENCE: SCALE: INCL: EXCL: AREA: 65.88 SQ. YDS. OR SQ. MTRS. U/S. OUT OF TOTAL: Ac- 6-05Gts. **PLINTH AREA** : 1230 SFT. Open to sky Balcony Balcony 9'x5' 9'x5' Bed Room **Bed Room** Open to sky & 7' wide corridor 11'3"x12" 11'x11'4½" Toilet Toilet 5'x8' 5'x8' Flat No. 308 Kitchen Living/Dining 10'x8' 23'x11'3" Utility 9'3"x4'3' 7' wide corridor & Open to sky For Greenwood Estates For Greenwood Estates **Partner** Partner WITNESSES: SIG. OF THE BUILDER SIG. OF THE BUYER

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

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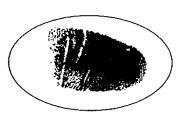
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PRESENTANT / SELLER / BUYER





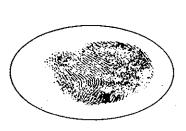
#### BULDER:

M/S. GREENWOOD ESTATES
A REGISTERED 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. SHRI. SOHAM MODI
SON OF SHRI. SATISH MODI





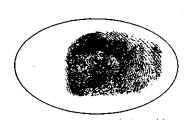
2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES UMA NAGAR, 1<sup>ST</sup> LANE BEGUMPET HYDERABAD





#### 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. CHANDAN GHOSH S/O. MR. GOPAL GHOSH R/O. 204 SAI SAMARTH RESIDENCY KPHB PHASE HYDERABAD - 500 072.

SIGNATURE OF WITNESSES

1.

Cojepho

2.

For Greenwood Estates

Partner

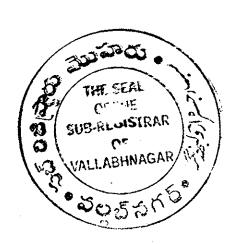
For Greenwood Estates

Partner

SIGNATURE OF EXECUTANTS

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

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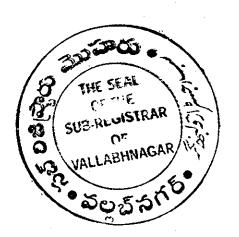
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SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1		1-EBA, WO A (A-F) pro 1 2002-13	(CL) CHANDAN GHOSH 204,SAI SAMARTH RESIDENCY,KPHB PHASEHYDERABAD	Clark-
2	Manual Enclosure	· · · · · · · · · · · · · · · · · · ·	(EX) M/S GREEN WOOD ESTATES REP BY SOHAM MODI (PARTNER) PLOT NO.280, JUBILEE HILLSHYDERABAD	
3.	Manual Enclosure	Manual Enclosure	(EX) REP BY K.SRIDEVI (PARTNER) FLAT NO.502, VASAVI HOMES, UMA NAGAR,1ST LANE, BEGUMPET, HYDERABAD	

Witness Signatures

Operator Signature Subregistrar Signature 1 వ పూస్తకరం 2008 ండలా. త. 193ంవ. సం. తి పస్తావేజు నెం.1372 ంక్షన్లు కాగితముల సంఖ్య (17\_1 ఈ కాగితము వడున సంఖ్య (10)

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नाम /NAME SRIDEVI KALICHETI

पिता का नाम /FATHER'S NAME VENKATA RAMI REDDY NARALA

जन्म तिथि /DATE OF BIRTH

19-04-1977

हस्ताक्षर /SIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh

कराई लेखा संख्या

/PERMANENT ACCOUNT NUMBER





ABMPM6725H HIP NAME

SOHAM SATISH MODI

THE OF HIM FATHERS NAME SATISH MANILAL MODI

जन्म सिथि एकम् एव हासकः

18-10-1969

FROM SIGNATURE

## ANDHRA PRADESH

DRIVING LICENCE

PRABHAKAR REDDY K PADAK REDDY 2-3-04/10/24 JAISHOL CANDEN.

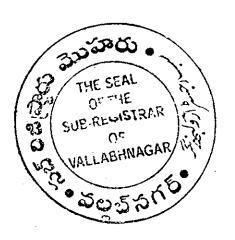
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For Greenwood Est

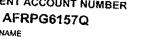
Partner

For Greenwood Estates

38 St. 20



स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER





पिता का नाम ÆATHER'S NAME **GOPAL GHOSH** 

जन्म तिथि :DATE OF BIRTH 21-06-1975

FROTER ISIGNATURE

Claire glat

COMMISSIONER OF INCOME-TAX, W.B. + RE

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें संयुक्त आयकर आयुक्त(पद्धति एवं तकनीकी), पी-7, चौरंगी स्वयायर, कलकत्ता - 700 069.

In case this cord is lost/found, kindly inform/return to the issuing authority: Joint Commissioner of Income-tax(Systems & Technical),

Chowringhee Square, Calcutta- 700 069,

් ත් බැඳුවිස් පුටුව දැන ශ්. 1972 ක්. හිර. බු රුකුම්ස බටුටුව දැන ප්රේෂ්කාව හිරඹු ( ලෙ.) ජන ප්රේෂ්ඨා පට දැන ( ලෙ.) ක්රේම්ස්

