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## भारतीय गेर न्यायिक

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ONE HUNDRED RUPEES

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## भारत INDIA INDIA NON JUDICIAL

### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 13 day of February 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, Jublee 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**

1. MR. SRINIVAS ORUGANTI, SON OF MR. ORUGANTI VENKAT RAO, aged about 31 years,

2. MRS. ORUGANTI VIJAYALAKSHMI, WIFE OF MR. ORUGANTI VENKAT RAO, aged about 60 years both are residing at 105, Rockdale Valley, House No. 42-800-3, Sai Gardens, Andal Nagar, Moulali, Hyderabad – 500 040, 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 Estates

For Greenwood Estates

Reddy

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#### ENDORSEMENT

Certified that the following amounts have been paid in respect of the distributions

35.0e

#### i. Stamp Duty:

- 1. in the shape of stamp papers Rs. /00200
- 3. in the shape of cash (u/s.41 of I.S.Act,1899)
- 4. adjustment of stamp duty u/S, 16 of LS, Act, 1899, if any

### Rs. \_\_

#### W. Transfer Duty:

- 1. In the shape of challan
- 2. In the shape of cash

Rs. —

#### III. Registration fees:

- 1. In the shape of challan
- 2. in the shape of cash

Rs. 1000=00

#### 1. User Charges:

- 1. In the shape of challan
- 2. in the shape of cach

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Presentation of downments, vide 110 no. 2/2008

ct SRO, Vallalingar, R.R. 0187



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S/o- orugant Ventat Rac occ. Service Ro. 105, lock date velley House No. 42-800-3, for Gardens, Ander negar, Montall, Hydralad



#### WHEREAS:

- A. The Buyer under a Sale Deed dated 13.02.08 has purchased a semi-finished, Deluxe apartment bearing no. 416 on the fourth floor, block no. 'C', admeasuring 1230 sft, (i.e., 984 sft. of built-up area & 346 sft. of common area) of super built up 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. 580 /2008 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 deluxe apartment bearing no. 416 on the fourth 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

- 1. The Builder shall complete the construction for the Buyer a deluxe apartment bearing no. 416 on the fourth floor in block no. 'C', admeasuring 1230 sft. (i.e., 984 sft. of built-up area & 246 sft. of common area) of super built up area and undivided share of land to the extent of 65.88 sq. yds, a reserved parking space for single /double car admeasuring 100 sft., each as per the plans annexed hereto and the specifications giver hereunder for a amount of Rs. 15,01,000/- (Rupees Fifteen Lakhs One Thousand only).
- 2. The Buyer shall pay to the Builder the above said amount of Rs. 15,01,000/-(Rupees Fifteen lakhs One Thousand only) in the following manner:

Installment	Amount (Rs.)	
I	7,16,000/-	Due date of payment
II		04.02.2008
III	2,94,000/-	03.03.2008
	4,91,000/-	01.05.2009

For Greenwood Estates

Partner

For Greenwood Estates

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O. Vijazalayacimi

Mp. Origanti Ventat Roma

R/o. 105, Rockdole Valley, House No. 42-800-3 Cai Gardens, Andal Nager, Montali, Hydrabod.

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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 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 deluxe apartment bearing no. 416 on the fourth 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 & by the Builder.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 01<sup>st</sup> 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 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.

For Greenwood Estates

For Greenwood Estates

Partner

HNDORSEMENT U/S 41 & 42 OF I.S. ACT

No. 58/2008

Date /3-2-06

I hereby Certify that the definit Stamp duty

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Refourtee thousand

Market Value of Rs /5 0/000

Been higher than the consideration

Collector & Sub-Registrar

Validable Nagar

That the consideration

An amount of Fis (19910)—towards Stamp Out including francier Duty and Rs 2000 towards Registration Fee was paid by the party through challan Receipt Number 68/9/Dated 12-2-08.

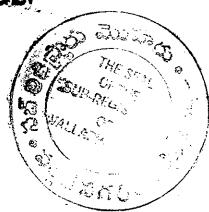
Dt. / 2 - 2 - 08

Sub-Registrar Vallabhnagar

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escol - 13-2-08.

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- 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.
- 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.
- 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.

For Greenwood Estates

For Greenwood Estates

Partner

O. Yzrazyal



- 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 the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 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 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. 16,010/- is paid by way of challan no. 68/19/, dated 12.2.08, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 15010/- paid by the way of pay order No. dated 06.02.08 HDFC Bank, S. D. Road, Secunderabad.

For Greenwood Estates

Partner

For Greenwood Estates

Partner

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### SCHEDULE OF APARTMENT

All that portion forming a Semi-finished deluxe apartment no. 416 on the fourth 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/double car admeasuring about 100 sft. each 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	Open to sky & 7' wide corridor
South By East By	Flat No. 425
West By	Open to sky
17 050 253	Open to sky

2.

For Greenwood Estates

For Greenwood Estates

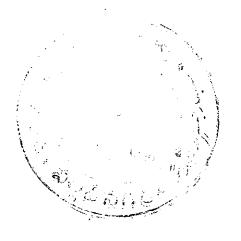
rtner

BUILDER

BUYER

O. Vejazalanskimi

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## SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Ď	Semi-Deluxe Flat	Deluxe Flat
ucture	RCC	
ılls	4"/6" solid cement blocks	
ternal painting	Exterior emulsion	
ernal painting	Smooth finish with OBD	
öring	Ceramic tiles	Marble slabs
or frames	Wood (non-teak)	
ris & hardware	Flush doors with branded hardware Panel main door - polished. Other doors - enamel	Panel doors with branded hardware Panel main door - polished. Other doors - enamel
ctrical	Copper wiring with modular switches	
ndows	Aluminum sliding windows with grills	
hroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado with bathtub in one bathroom.
lity room	Separate utility area in each flat	
illary	Branded sanitary ware	
tittings then platform	Branded CP Fittings	Superior Branded CP Fittings
hen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft granite tiles dado, SS sink with drain board.
municipal state of the state of	GI & PVC pipes	
ts	Lofts in each bedroom & kitchen	

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date multioned above by the parties hereto in presence of the witnesses mentioned below:

For Greenwood Estates

Partner

For Greenwood Estates

Partner BUILDER

BUYÉR

O. Vijazalakkus

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ు వ పూస్తకము 200 సం/గా. డ. కలికి శివ. నం. నుం దస్తావేజు నెం≦క్క నించికుంటు సంఖ్య (12 / ఈ కాగీతము దరుస సంధ్య (७)



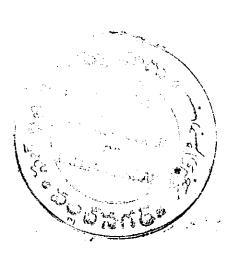
REGISTRATION PLAN SHOWING FLAT NO. 416 IN BLOCK NO. 'C' ON FOURTH FLOOR IN PROJECT KNOWN AS "GREENWOOD RESIDENCY" IN SURVEY NOS. 202, 203, 204, 205 & 206 KOWKUR VILLAGE, MALKAJGIRI Mandal, R.R. Dist. BUILDER: M/S. GREENWOOD ESTATES, REPRESENTED BY ITS PARTNERS 1. MR. SOHAM MODI, SON OF MR. SATISH MODI 2. MRS. K. SRIDEVI, WIFE OF MR. K.V.S. REDDY BUYER: 1. MR. SRINIVAS ORUGANTI, SON OF MR. ORUGANTI VENKAT RAO 2. MRS. ORUGANTI VIJAYALAKSHMI, WIFE OF MR. ORUGANTI VENKAT RAO REFERENCE: SCALE: AREA: 65.88 INCL: SQ. YDS. OR EXCL: SQ. MTRS. U/S. OUT OF TOTAL: Ac- 6-05Gts. PLINTH AREA : 1230 SFT. Open to sky Balcony Utility 9'x5' 9'x5 Kitchen Open to sky & 7' wide corridor 8'x8' Flat No. Bed Room Dining Toilet 13'x13'41/2" 11'6"x13'41/3" 8'x5' Living Room Toilet 14'x11'3" 5'x9'3' Bed Room: 13'6"x11'3" Open to sky For Greenwood Estates For Greenvood Estates WITNESSES: Partner SIG. OF THE BUILDER 2. SIG. OF THE BUYER

indicated SET

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30.00.00



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Sept.

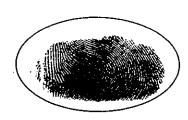
# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

BULDER:

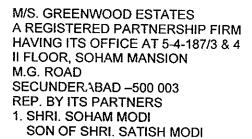
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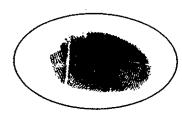
FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER



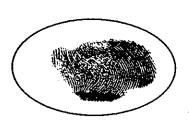








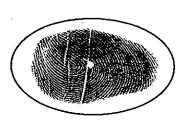
2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502 VASAVI HOMES UMA NAGAR, 1<sup>ST</sup> LANE BEGUMPET HYDERABAD





SPA FOR PRESENTING DOCUMENTS VIDE DOC NO. - 02 /2008:

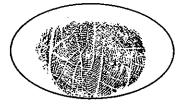
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROAD SECUNDERABAD -500 003.

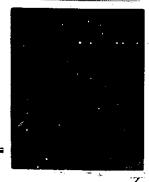




#### **BUYER:**

1. MR. SRINIVAS ORUGANTI S/O. MR. ORUGANTI VENKAT RAO R/O. 105, ROCKDALE VALLEY HOUSE NO. 42-800-3, SAI GARDENS ANDAL NAGAR, MOULALI HYDERABAD – 500 040.





2. MRS. ORUGANTI VIJAYALAKSHMI W/O. MR. ORUGANTI VENKAT RAO R/O. 105, ROCKDALE VALLEY HOUSE NO. 42-800-3, SAI GARDENS ANDAL NAGAR, MOULALI HYDERABAD – 500 040.

SIGNATURE OF WITNESSES:

en wood Estates

For Greenwood Estates

Partner SIGNATURE

SIGNATURE OF EXECUTANTS

m. Vizzon O-Mill



स्थाई लेखा संख्या '/PERMANENT ACCOUNT NUMBER
' AIYPK2089F
गम /NAME
SRIDEVI KALICHETI
पिता का माम /FATHER'S NAME
VENKATA RAMI REDDY NARALA

19-04-1977

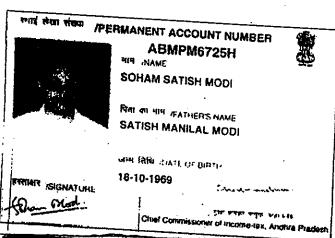
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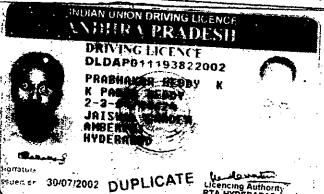
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Bully

नुष्य सरकर बादुछ, बाह्य प्रदेश

Chief Commissioner of Income-tax, Andhra Pradesh





For Greenwood Estates

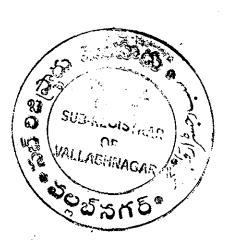
Partner

For Greenwood Estates

Partner

ే పూస్తకము 200 సం/శా. ఈ 1929వ. సం. ఈ దస్తావేజు సెం. 5 కి. మెంక్రిమ మండి కి. మండి సం. మండి (12) ఈ కాగితము వరుస్తు సంఖ్య (10)

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P<INDORUGANTI<<VIJAYALAKSHMI<<<<<<<<<<<<< F4749083<4IND4709264F1509142<<<<<<<<<<

जारी करने का स्थाम /Place of issue

BANGALORE

Great Teamer /Place of Birth

26/09/1947

rafta /Date of Birth

CUTTACK, ORISSA

anth area all late /Oate of lasue

रात्पारित की लिथि /Date of Expiry

4/09/2015

15/09/2005

VIJAYALAKSHMI

दिये जने माम /Given Names ORUGANTI

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4749083

इसके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन मब में जिसका इस बात में मरीकार हो, यह प्रार्थना एवं अपेक्षा की जाती है कि वे वाहफ को बिना रोक-होक, आज़ादी में आने-अने दें, और उसे हर तरह की ऐसी गणवना और मुखा प्रदान करें जिसकी इसे आक्रयकता हो ।

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE HEARER TO PASS FREELY WITHOUT LET OR HINDRANCE, AND TO APPORD HIM OR HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

> भारत गणराज्य के संख्याति के आदेश से दिया गया BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA



वी. सेकर अधीक्षक Superintendent श्रेमीय पारपम कार्यालय, बेंगलूर Regional Passport Office; Bangalore: ---

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