



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

19 APR 2012

AU 151696

శ్రీ నం. 16087 నం. 19/4/12 100/-

ఇవ్వబడినది To ... A. Srinivas

స/ఓ డి/ఓ వి/ఓ A. Vittal నం. 17d

కోసం For whom ... S. Anamma

S-7-8

S. ANJAMMA

Licensed Stamp Vendor

Lic. No. 9/54/3 10/7/005-2012

H.No. 3-5-948/11 Gandhi Kallur,

Narayanaguda, Hyderabad-500 022

Ph: 9334056136, 9866370260

**AGREEMENT FOR CONSTRUCTION**

This Agreement for Construction is made and executed on this the 8<sup>th</sup> day of June 2012 at SRO, Vallabh Nagar, Hyderabad by and between:

1. SHRI. KARNATI BHASKAR, S/O. SHRI. K. NARSIMHA, aged about 45 years, Occupation Business, Resident of H. No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
2. SHRI. K. GOPINATH, S/O. SHRI. K. BHASKAR aged about 22 years, Occupation Business, Resident of H. No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
3. SHRI. A. PURUSHOTHAM, S/O. SHRI. A. VITTAL aged about 45 years, Occupation Business, Resident of H. No. 1-3-1/C/1, Flat No. 101, 1<sup>st</sup> floor, Jayamansion, Kavadiguda, Hyderabad.
4. SHRI. A. SRINIVAS, S/O. SHRI. A. VITTAL aged about 38 years, Occupation Business, Resident of H. No. 1-3-1/C/1, Flat No. 101, 1<sup>st</sup> floor, Jayamansion, Kavadiguda, Hyderabad.
5. SHRI. BELIDE VENKATESH, S/O. SHRI. EASHWARAIAH, aged about 45 years, Occupation Business, Resident of H. No. 1-3-2, Kisan Nagar, Bhongir, Nalgonda Dist. hereinafter referred to as the Builders.

*K. Bhar*

*P. G. ... A. Mohan*

*A. Srin*

*[Signature]*

*J. Srin*

**AND**

1. Lt. Col. JOYANTA SARKAR, SON OF LATE TAPESH CHANDRA SARKAR, aged about 42 years, Occupation: Service.
2. Mrs. JAYATI SARKAR, WIFE OF LT. COL. JOYANTA SARKAR, aged about 36 years, both are residing at # 509, Army Base Work Shop, Bundu Katra, Gwalior Road, Agra - 282 001., 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.

**WHEREAS:**

- A. The Buyer under a Sale Deed dated 08.06.2012 has purchased a semi-finished, apartment bearing flat no. 313 on the third floor, in block no. 'C', admeasuring 1665 sft, 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. / 2012 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 flat no. 313 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 deluxe apartment bearing flat no. 313 on the third floor, in block no. 'C', admeasuring 1665 sft., of super built up area and undivided share of land to the extent of 88.18 sq. yds, and a reserved parking space for single car bearing no.C-78, admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 18,02,000/- (Rupees Eighteen Lakhs Two Thousand Only).

1. *Highan*                      2. *V. Gupta*                      A. Mohan  
4. *A. Sin*                      *...*                      J. Saman

2. The Buyer already paid the above said amount of Rs. 18,02,000/- (Rupees Eighteen Lakhs Two Thousand Only before entering this agreement which is admitted and acknowledged by the builder.
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 3 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 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. 313 on the third floor, in block no. 'C' 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 10<sup>th</sup> July 2012, 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.

K. Ghosh

D. Gupta

A. Pradhan

A. Saha

B. Saha

J. Saha

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 Greenwood 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 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.

1. *A. Khan*                      2. *D. Capelle*                      3. *A. Prohman*  
4. *A. Saman*                      5. *[Signature]*                      6. *J. Saman*

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.
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.

1. K. Ghosh      2. R. G. Prasad      3. A. Mohan  
4. A. Srinivas      5. AB      6. J. Sankar

SCHEDULE 'A'  
SCHEDULE OF LAND

ALL THAT PORTION OF THE LAND AREA TO THE EXTENT of Ac. 6-05 gts, in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District, under S.R.O. Vallab Nagar and bounded as under:

North By	Land in Sy. No. 202
South By	Village boundary of Yapral
East By	Land in Sy. No. 202
West By	Land in Sy. No. 207 & 212

SCHEDULE 'B'  
SCHEDULE OF APARTMENT

All that portion forming a semi-deluxe apartment bearing flat no. 313 on the third floor, in block no. 'C' admeasuring 1665 sft. of super built-up area (i.e., 1332 sft. of built-up area & 333 sft. of common area) together with proportionate undivided share of land to the extent of 88.18 sq. yds., and a reserved parking space for single car on the stilt floor bearing no. C-78, 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	Open to Sky
South By	Open to Sky
East By	Open to Sky
West By	7' wide corridor

WITNESSES:

- 1.
- 2.

1. *A. Shan*
2. *V. Gupta*
3. *A. Mohan*
4. *A. Srin*
5. *[Signature]*

BUILDER

*J. Sankar*  
BUYER

SCHEDULE OF SPECIFICATION FOR  
COMPLETION OF CONSTRUCTION

Item	Semi-Deluxe Flat	Deluxe Flat
Structure	RCC	
Walls	4 1/2" 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 main door - polished. Other doors - enamel	Panel doors with branded hardware Panel main door - polished. 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, SS sink.	Granite slab, 2 ft granite tiles dado, SS sink with drain board.
Plumbing	GI & PVC pipes	
Lofts	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:

WITNESSES:

1.

2.

1. *A. Khan*      2. *P. Gupta*      3. *A. Mohan*  
*A. Khan*      *P. Gupta*      *A. Mohan*  
BUILDER

*J. Sankar*  
BUYER.

**REGISTRATION PLAN SHOWING**

FLAT NO. 313 IN BLOCK NO. 'C' ON THIRD FLOOR

IN PROJECT KNOWN AS "GREENWOOD RESIDENCY"

**IN SURVEY NOS.** 202, 203, 204, 205 & 206

**SITUATED AT**

KOWKUR VILLAGE,

MALKAJGIRI

**Mandal, R.R. Dist.**

**BUYER:** MR. KARNATI BHASKAR, SON OF MR. K. NARSIMHA AND OTHERS

**BUYER:** 1. LT. COL. JOYANTA SARKAR, SON OF LATE TAPESH CHANDRA SARKAR

2. MRS. JAYATI SARKAR, WIFE OF LT. COL. JOYANTA SARKAR

**REFERENCE:**

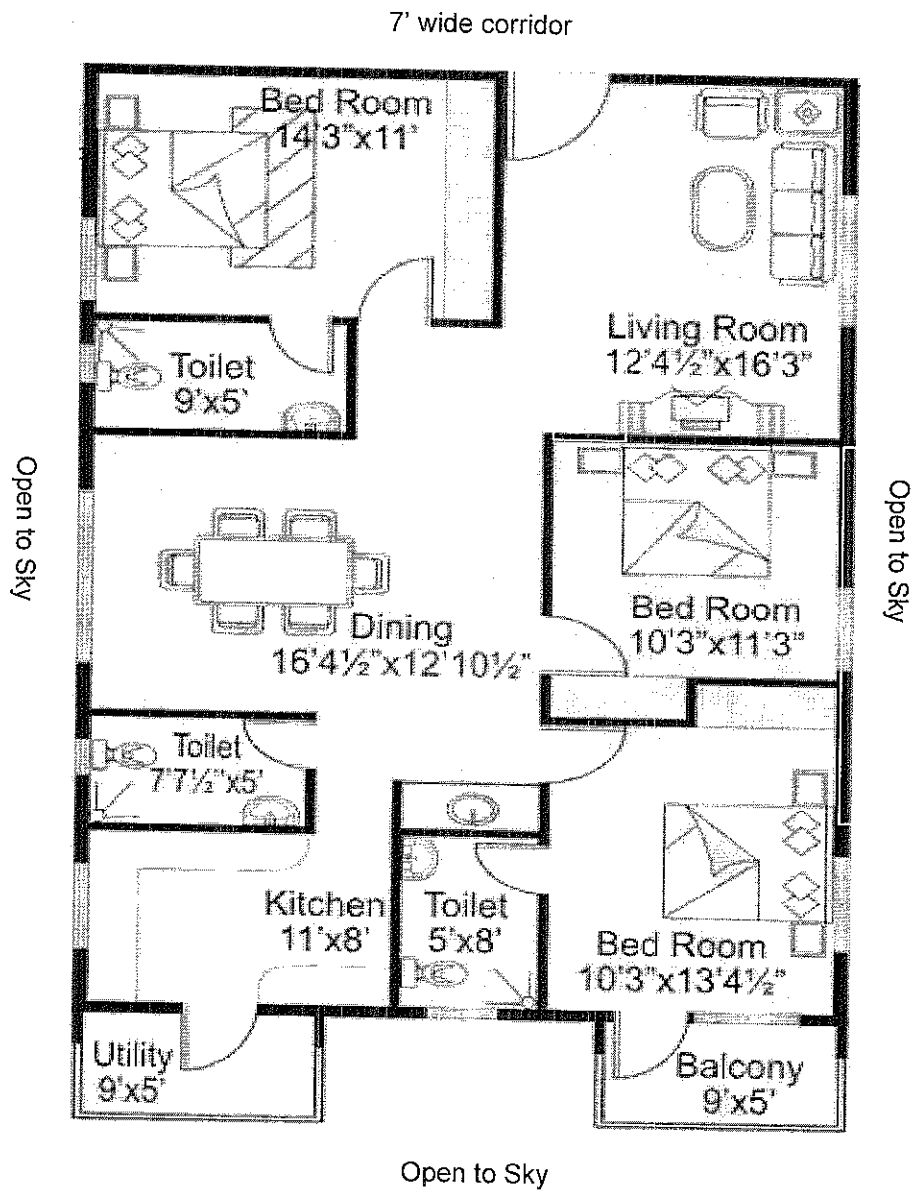
**AREA:** 89.18

**SCALE:**  
SQ. YDS. OR

**INCL:**  
SQ. MTRS.

**EXCL:**

**U/S. OUT OF TOTAL:** Ac. 6-05Gts  
**PLINTH AREA** : 1665 Sft.



**WITNESSES:**

1.

2.

1. *K. Bhaskar*  
2. *D. Capalath*  
3. *A. Mohan*  
4. *A. Sankar*  
5. *[Signature]*

SIG. OF THE BUYER

*J. Sarkar*  
SIG. OF THE BUYER





ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

13/06/2011

A. Srinivas s/o A. Vittal self

AM 133411  
DUSA SRINIVAS RAO  
R.L. No: 23/1998. R. No: 09/2010  
12-11-696, Warasiguda,  
SECUNDERABAD.

#### AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 7<sup>th</sup> day of June 2011 at Secunderabad by and between:

1. Shri. A. Srinivas, S/o. Shri. A. Vittal, aged about 33 years, Occupation Business, Resident of H.No. 1-3-1/C/1, Flat No. 101, 1<sup>st</sup> floor, Jayamansion, Kavadiguda, Hyderabad.
2. Shri. Karnati Bhaskar, S/o. Shri. K. Narsimha, aged about 41 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
3. Shri. K. Gopinath, S/o. Shri. K. Bhaskar aged about 18 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
4. Shri. A. Purushotham, S/o. Shri. A. Vittal, aged about 41 years, Occupation Business, Resident of H.No. 1-3-1/c/1, Flat No. 101, 1<sup>st</sup> floor, Jayamansion, Kavadiguda, Hyderabad.
5. Shri. Belide Venkatesh, S/o. Shri. Eashwaraiah, aged about 40 years, Occupation Business, Resident of H.No. 1-3-2/c/1, Kisan Nagar, Bhongir, Nalgonda Dist.

Hereinafter jointly referred to as the "Vendors", and severally as Vendor No. 1, Vendor No. 2, Vendor No. 3 Vendor No. 4 and Vendor No. 5 respectively.

1. A. Srinivas s/o A. Vittal

2. K. Bhaskar s/o K. Narsimha

3. K. Gopinath

x  
J. Sarma

AND

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. 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, being represented by

Shri. Karnati Bhaskar, S/o. Shri. K. Narsimha, aged about 41 years, Shri. K. Gopinath, S/o. Shri. K. Bhaskar aged about 18 years, Shri. A. Purushotham, S/o. Shri. A. Vittal, aged about 41 years, Shri. A. Srinivas, S/o. Shri. A. Vittal, aged about 33 years and Shri. Belide Venkatesh, S/o. Shri. Eashwaraiah, aged about 40 years, who are the Joint Development Agreement cum General Power of Attorney Holders by virtue of document no. 4102/07, dated 13.09.2007, registered at S.R.O. Vallab Nagar, hereinafter called the "Owner".

IN FAVOUR OF

Lt. Col. Joyanta Sarkar, son of Late Shri. Tapes Chandra Sarkar, aged about 42 years, residing at 509, Army Base Work Shop, Bundu Katra, Gwalior Road, Agra - 282001. hereinafter called the "Buyer".

The expression Vendors, Owners and Buyer shall mean and include his/her/their heirs, successors, legal representatives, executors, nominees, assignees etc.

WHEREAS:

- A. The Vendor is the absolute owner, possessor and in peaceful enjoyment of land forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, admeasuring Ac. 3-00 Gts. by virtue of registered sale deed dated 8.2.2007, bearing doc. No. 741/2007 and, Sale Deed dated 5.01.2007 bearing document no. 64/2007 duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District (hereinafter this land is referred to as the Vendors Land).
- B. The Vendor has purchased a portion of the land admeasuring about Ac. 1-00 Gts., from its previous owner Shri. Bhasker K. Bhatt vide doc no. 741/2007 referred to above. Shri. Bhasker K Bhatt became the owner of the said Ac. 1-00 Gts., of land in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District by virtue of registered sale deed dated 5.01.2007 bearing document no. 62/2007 and duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District.
- C. The Owners were the absolute owners, possessors and in peaceful enjoyment of land forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District, admeasuring Ac. 3-05 Gts. by virtue of registered sale deed dated 5.01.2007, bearing document no. 63/2007 duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District (hereinafter this land is referred to as the Owners Land).
- D. The Vendors Land along with the Owners Land totally admeasuring Ac. 6-05 Gts., in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District is hereinafter the referred to as the SCHEDULED LAND and is more particularly described at the foot of the document.

1 A. Srinivas & A. Purushotham

2 K. Bhaskar

~~A. Srinivas & A. Purushotham~~

x

J. Samra

3 K. Gopinath

- O. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Semi-Deluxe Apartment together with proportionate undivided share in land and parking space, as a package, as detailed here below in the residential apartment named as Greenwood Residency, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.


Schedule of Apartment:

- a) Semi-Deluxe Apartment No. 313 on the third floor in block no. 'C' admeasuring 1665 sft of super built up area.  
 b) An undivided share in the Schedule Land to the extent of 89.18 Sq. Yds.  
 c) A reserved parking space for single car bearing no. C - 78 on the stilt floor, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 31,74,000/- (Rupees Thirty One Lakhs Seventy Four Thousand only).
3. That the Buyer has paid an amount of Rs. 25,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
4. The Buyer agrees to pay the balance sale consideration amount of Rs. 31,49,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	2,00,000/-	09.06.2011
Installment II	49,000/-	08.07.2011
Installment III	16,20,000/-	23.07.2011
Installment IV	4,05,000/-	23.08.2011
Installment V	6,75,000/-	On Completion of Flooring, Bathroom, Tiles, Doors, Etc.,
Installment VI	2,00,000/-	On Completion.

The installments received will be appropriated first towards the consideration for sale of undivided share in land.

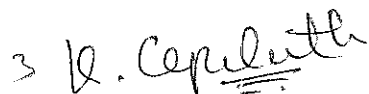
5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft/pay-order/cheque/cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates, subject to clause 6 given below.
6. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 21 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 4 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.

1  A. Sharma

2  K. Bhan

 S. Sharma

 J. Samra

3  K. Cepeluth

23. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
24. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
25. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Greenwood Residency Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
26. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building; (i) install cloths drying stands or other such devices on the external side of the building.
27. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, which ever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
28. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.

1 A. J. Suman → A. Anantham  
 2 K. Bhanu → ~~K. Bhanu~~ J. Suman  
 3 K. Cepulath

29. That the Buyer shall become a member of the Greenwood Residency Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc. The Buyer shall pay a sum of Rs. 25,000/- & 35,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.
30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
31. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

1 A. Srinivas      3 A. Prakash

2 K. Bharath

4 ~~K. Bharath~~

5 J. Sankar

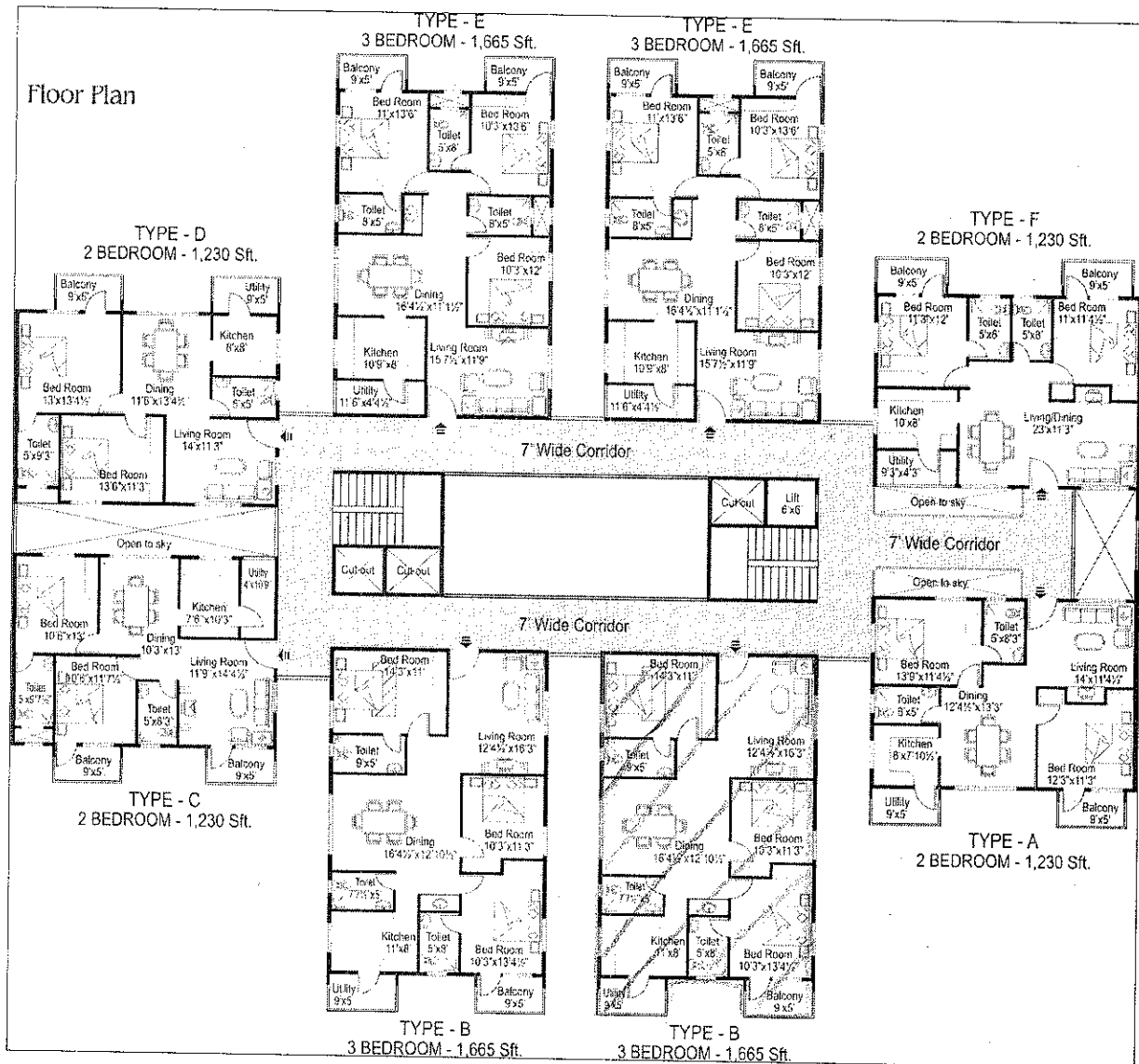
3 K. Cepu Deeth

Plan showing Apartment No. 313 on the third floor in block 'C' of 'Greenwood Residency' forming a part of Sy. No. 202 to 206, situated at Kowkur, Secunderabad - 500 010.

Vendor: Mr. A. Srinivas & others  
 Buyer: Lt. Col. Joyanta Sarkar  
 Flat area: 1665 Sft.  
 Undivided share of land: 89.18 Sq. Yds.

**Boundaries :**

North by: Open to sky  
 South by: Open to sky  
 East by: Open to sky  
 West by: 7' wide corridor



WITNESSES:

1. Jayanti Sarkar  
 2. Sub Hakin Singh  
 3. K. Cepulath  
 4. A. Srinivas  
 5. A. Prutham

VENDOR

J. Sarkar

BUYER