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U. MASTANA S.V.L. No. 09/2009

H.Nu. 8-3-228/678/209 YOUSUFGUDA, HYDERABAD.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 26th day of December 2009 at SRO, Vallabhnagar, Hyderabad 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. Scham Modi, Son of Shri. Satish Modi aged about 39 years, Occupation: Business, resident of Plot No. 280, Jublee Hills, Hyderabad, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 35 years, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter referred to as the Builder.

AND

LT. COL. PREMLAL T. D., SON OF MR. K. P. DETHAN, aged about 43 years, Occupation: Service, residing at Qtr No. 174/3, I B Lines, Artillery Centre, Golkonda, Hyderabad – 500 031, 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

Partner

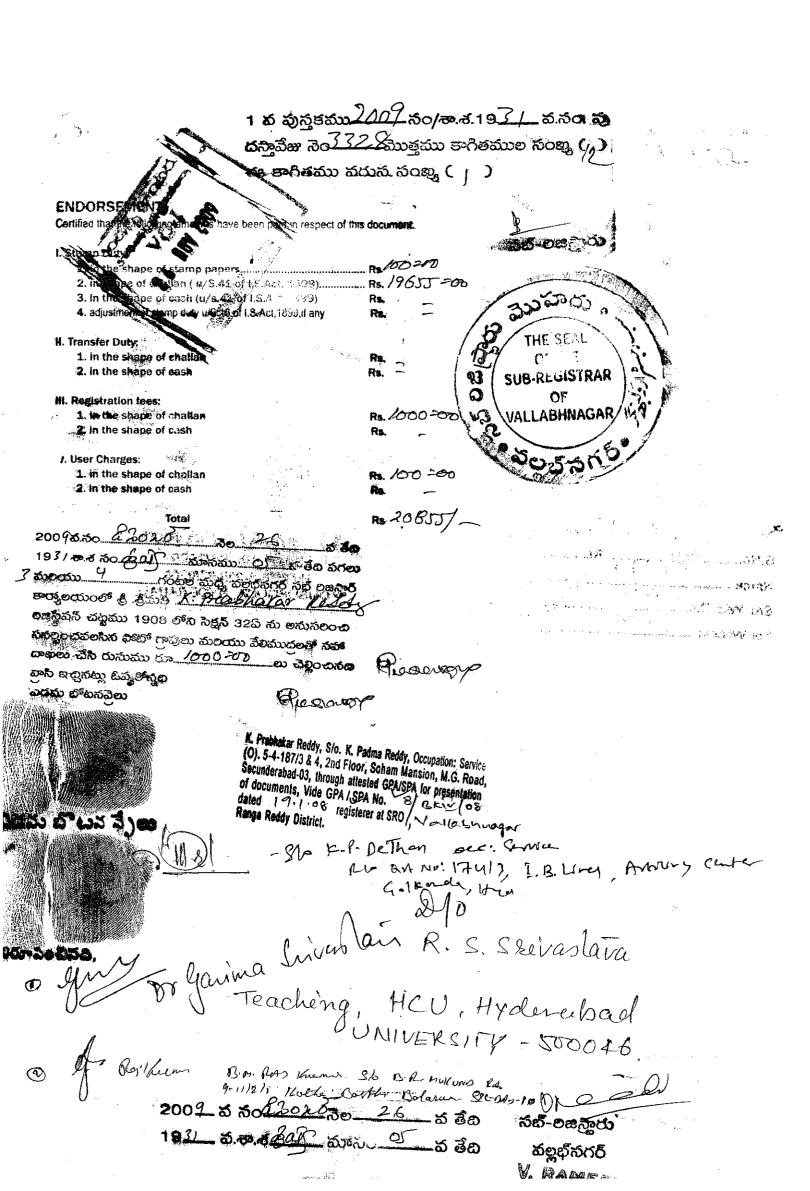
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For Green

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WHEREAS:

- A. The Buyer under a Sale Deed dated 26.12.2009 has purchased a semi-finished, semi-deluxe apartment bearing flat no. 518 on the fifth floor in block no. 'C', admeasuring 1665 sft, (i.e., 1332 sft. of built-up area & 333 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. 3327/99, in the office of the Sub-Registrar, Vallabh 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-deluxe apartment bearing flat no. 518 on the fifth 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 flat no. 518 on the fifth floor in block no. 'C', admeasuring 1665 sft. (i.e., 1332 sft. of built-up area & 333 sft. of common area) of super built up area and undivided share of land to the extent of 89.18 sq. yds, a reserved parking space for two cars admeasuring 200 sft., each as per the plans annexed hereto and the specifications given hereunder for a amount of Rs. 19,75,500/-(Rupees Nineteen Lakhs Seventy Five Thousand and Five Hundred Only).
- 2. The Buyer already paid to the Builder an amount of Rs. 19,07,109/-(Rupees Nineteen Lakhs Seven Thousand One Hundred and Nine Only) before entering this agreement which is admitted and acknowledged by the builder.
- 3. The Buyer shall pay the balance amount of Rs. 68,391/-(Rupees Sixty Eight Thousand Three Hundred and Ninety One Only) on or before completion of the flat.

For Greenwood Estates

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

No.3328/09

Date 26-12-09

I hereby Certify that the deficit Stamp duty

96557- (Rs Nindeen thousand the stampent from the passe of agreed

Market Value of the 1975500/

been higher than the consideration

Collector & Sub-Registrar Vallabh Nagar

(Under the Indian Stamp Act)

An amount of Rs. ______ towards Stamp Duty including fransfer Duty and Rs 1000 flowards

Regishation Fee was publicly the party through challan

An amount of Rs. towards Stamp Duty including fransier Duty and Rs 1000 towards Registration Fee was part by the party through challan Receipt Number 130/94 Dated 26-72-09, at SBH Begumpet Branch (289)

Dt. 26-12-09

St. SRO Valiabhnagar

[వ వృస్తకము 2009 నం. / శాశ 193/ వ నం...పు 3328 నెంబరుగా రిజిష్టు చేయబడినది నాండ్రిన్ పీమిత్తం గుర్తింపు నెంబరు 1508-1-8328-2009,

30. - 26-12-09.

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- 4. 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.
- 5. 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.
- 6. 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.
- 7. The Buyer has handed over the vacant and peaceful possession of the semi-finished, semi-deluxe apartment bearing flat no. 518 on the fifth floor in block no. 'C' to the Builder for the purposes of completion of construction of the apartment.
- 8. 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.
- 9. 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.
- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 25th January 2010 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.

For Greenwood Estates

For Greenwood Estates

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- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 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.

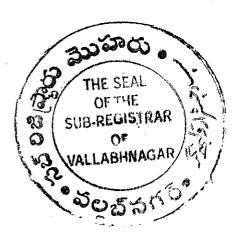
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- 19. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The 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.
- 20. 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.
- 21. 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.
- 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.
- 23. 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.
- 24. Stamp duty and Registration amount of Rs. 20,755/- is paid by way of challan no. 130194, dated 26.12.2009, drawn on State Bank of Hyderabad, Begumpet Branch, Hyderabad and VAT amount of Rs. 19,755/- paid by the way of pay order No. 153348, dated 26.12.2009, HDFC Bank, S. D. Road, Secunderabad.

For Greenwood Estates

Partner

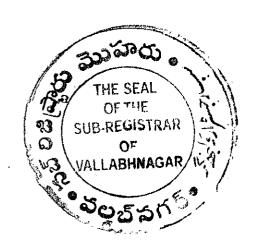
For Greenwood Estates

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SCHEDULE OF APARTMENT

All that portion forming a semi-deluxe apartment flat no. 518 on the fifth 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 89.18 sq. yds. and reserved parking space for two cars admeasuring about 200 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
South By	Open to Sky
East By	7' wide corridor
West By	Open to Sky

For Greenwood Estapes

Partner

For Greenwood Estates

WITNESSES:

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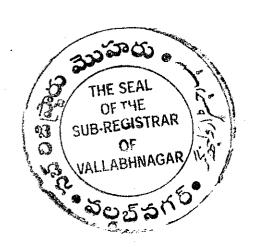
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SCHEDULE OF SPECIFICATION FOR **COMPLETION OF CONSTRUCTION** Item Semi-Deluxe Flat **Deluxe Flat** Structure **RCC** Walls 4"/6" solid cement blocks External painting Exterior emulsion Internal painting Smooth finish with OBD Flooring Ceramic tiles 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. 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:

For Greenwood Estates

For Greenwood Estates

WITNESS:

Partner

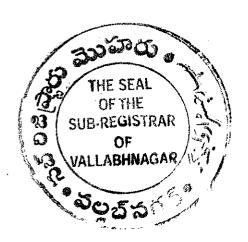
BUILDER

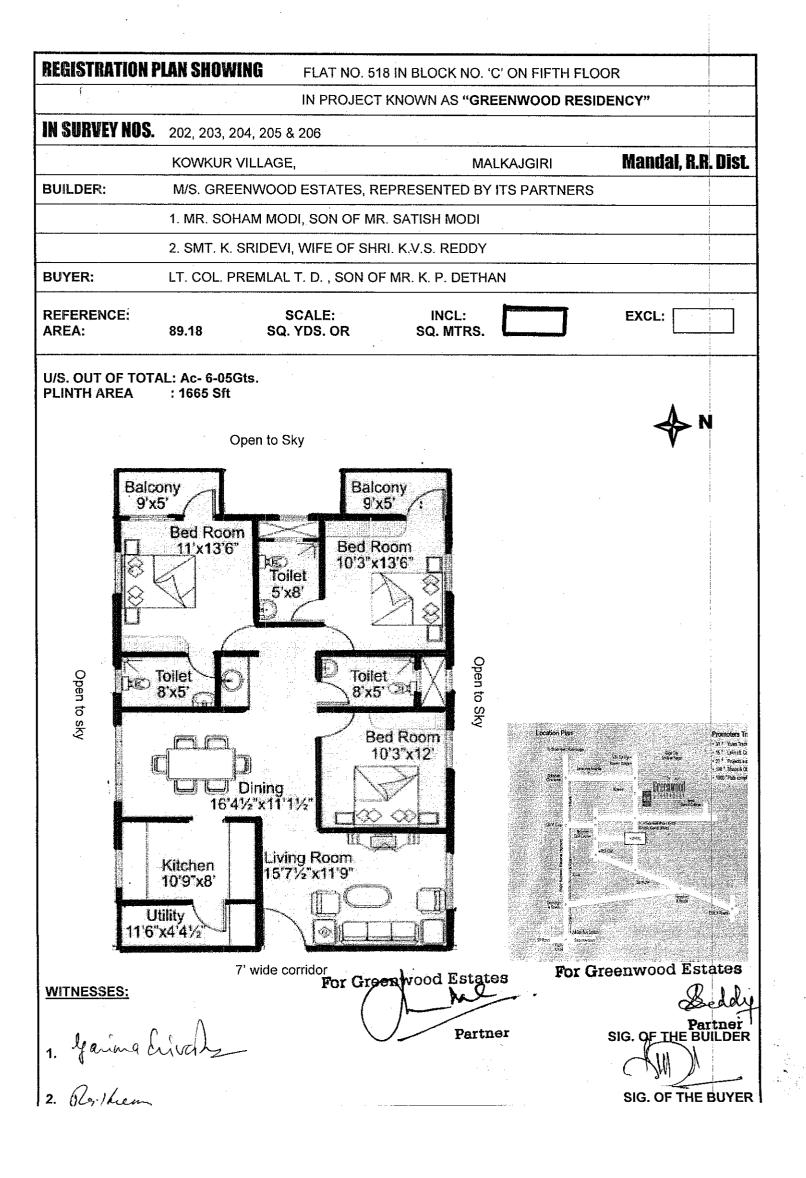
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

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NAME & PERMANENT POSTAL ADDRESS OF

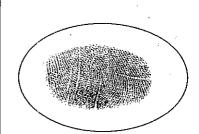




PRESENTANT / SELLER / BUYER

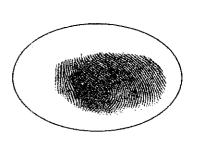


M/S. GREENWOOD ESTATES A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G. ROA, SECUNDERABAD -500 003 REP. BY ITS PARTNERS 1. SHRI, SOHAM MODI SON OF SHRI, SATISH MODI





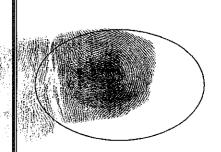
2. SMT. K. SRIDEVI W/O. SHRI. K.V.S. REDDY R/O. FLAT NO. 502, VASAVI HOMES UMA NAGAR, 1ST LANE **BEGUMPET HYDERABAD**





SPA FOR PRESENTING DOCUMENTS: VIDE DOC NO. 8/IV/ 2008 Dt. 19/01/08

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:

LT. COL. PREMLAL T. D S/O. MR. K. P. DETHAN R/O. QTR NO. 174/3 I B LINES, ARTILLERY CENTRE **GOLKONDA** HYDERABAD - 500 031

SIGNATURE OF WITNESSES:

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For Greenwood Estates

Partner

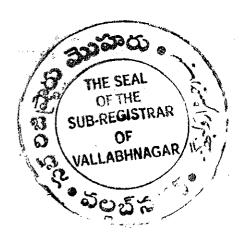
For Greenwood Estates

SIGNATURE OF EXECUTANTS

SIGNATURE(S) OF BUYER(S)

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

C.S.No./Year: 003381/2009 of SRO: 1508(VALLABNAGAR)

Presentant Name(Capacity): SOHAM MODI(EX)

Report Date: 26/12/2009 16:07:08

This report prints Photos and FPs of all parties

SINo.	Thumb - Impression	Photo	Name and Address of the Party	PartySignature
1	*11 550 1415 U		(CL) LT.COL PREMLAL T.D. QTR NO 174/3 IB LINES ARTILLERY CENTREGOLKONDA HYD-031	Muel

Identified by Witness 1 Sparing

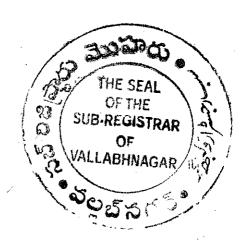
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Witness 2 Rillian

done in my presence

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स्थाई लेखा संख्या ·/PERMANENT ACCOUNT NUMBER

AIYPK2089F



नाम /NAME SRIDEVI KALICHETI

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

जन्म तिथि /DATE OF BIRTH

19-04-1977

इस्ताक्षर /SIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh

रणाई संख्या संख्या /PERMANENT ACCOUNT NUMBER

ABMPM6725H





HIR MAME SOHAM SATISH MODI

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जन्म सिथि उत्तरम् सर क्षायमः

18-10-1969

BETTHER ISIGNATURE

Da Mod:

Chief Commissioner of income-tex, Andhré Pradesh

आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E



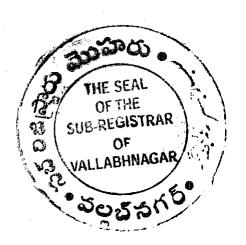
भारत सरकार GOVT. OF INDIA

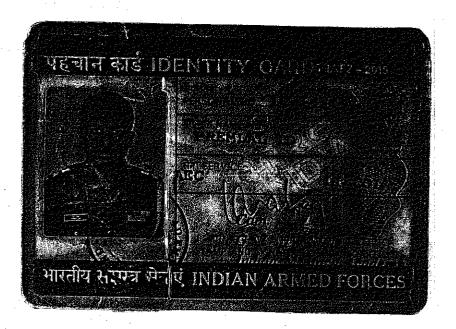




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रथाई लेखा संख्या /PERMANENT AGCOUNT NUMBER



ACQPT2533H नाम /NAME

DETHAN PREMLAL THAMARAKSHY

पिता का नाम /FATHER'S NAME PREMADETHAN KESAVAN

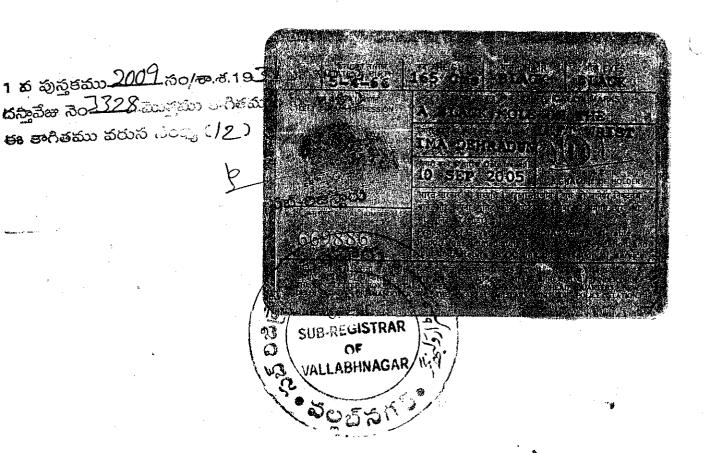
जन्म तिथि /DATE OF BIRTH

05-04-1966

हस्ताक्षर /SIGNATURE

P.R. Sharma

आयंकर आयुक्त (कमप्पूटर केन्द्र)



इस कार्ड के रवो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें आयुक्त आयुक्त (कथप्यूटर केन्द्र). आयुक्त स्वन, 12, साधू वासवानी चीक, पुणे - 411 001.

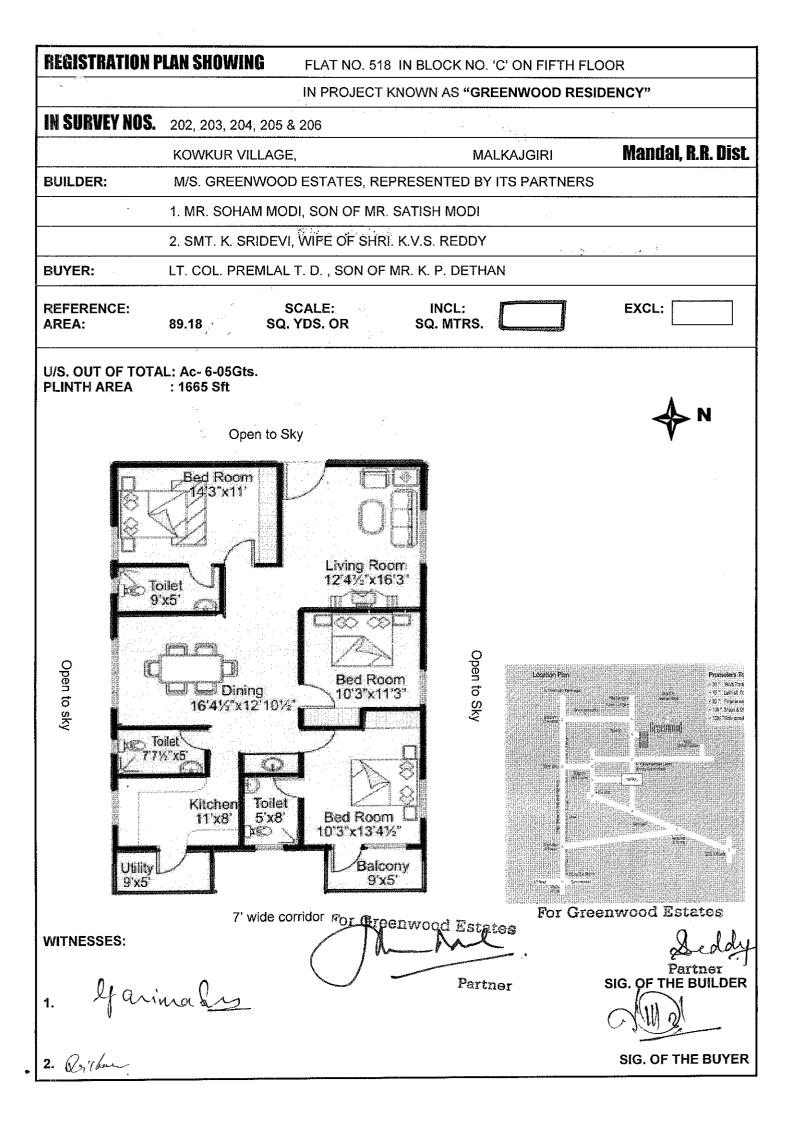
In case this card is lost/found, kindly inform/return to the issuing authority:

Commissioner of Income Tax(Computer Operations),

Aayakar Bhavan,

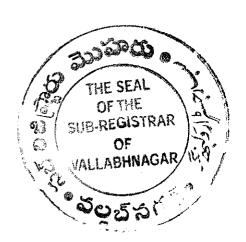
12, Sadhu Vaswani Chowk,

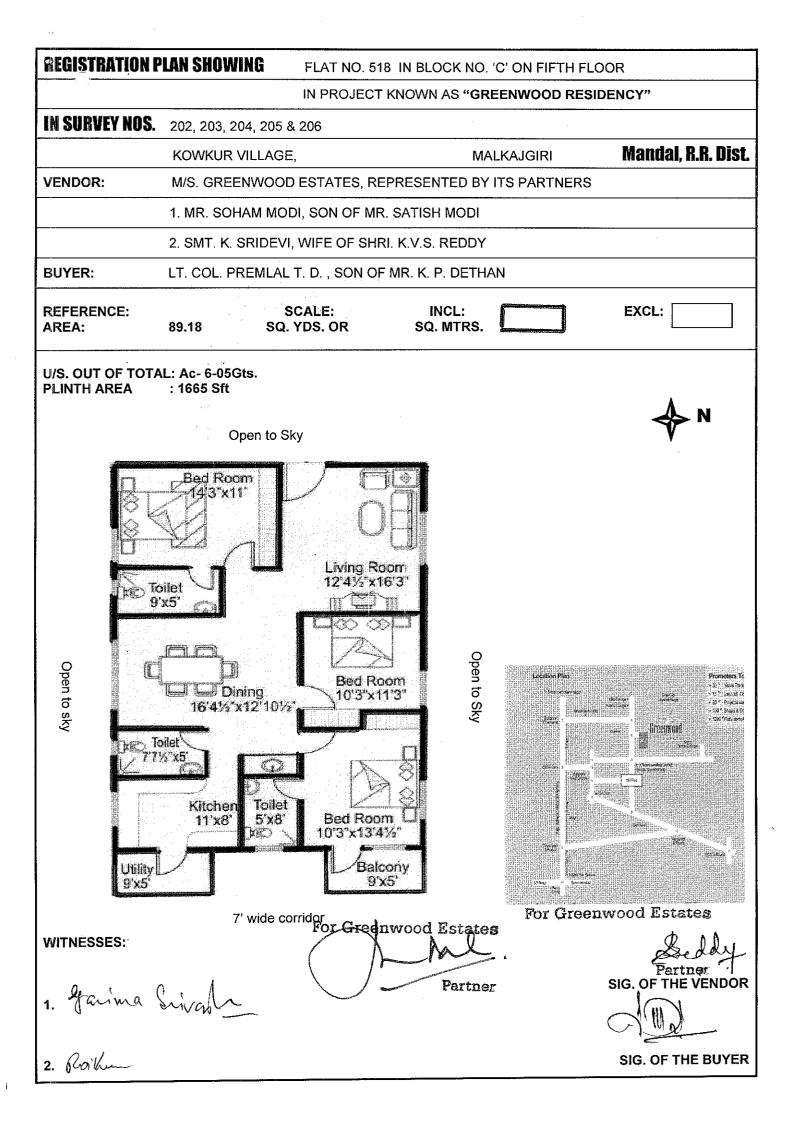
Pune - 411 001.



ే వ పుస్తకము——గం/శా.శ.19——**వ.సం. వు** దస్తివేజు నెం——పెంక్రము కాగీకముల సంఖ్య () ఈ కాగీతము దరున చర్యు ()

ත්න්-වළුවුවුර**ා**





1 వ పుస్తకము—— సం/శా.శ.19—— వి.సం. పై దస్తావేజు నెం——మొక్తము కాగ్ ముల సంఖ్య () ఈ కాగితము వరుస సంఖ్య ()

