DOC-NO.



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Licanca No. t/2009 5-4-76/A, Cellar Ranigunj. SECUNDERABAD-500 002,

For WID. DARAMOUNT BUILDERQ

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 9th day of March 2009 at SRO, Keesara, Ranga Reddy District by and between:

M/S. PARAMOUNT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, II Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 39 years and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 36 year, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

1. MR. UMESH KUMAR CHAWLA, SON OF MR. HARISH KUMAR CHAWLA, aged about 41 years, Occupation: Service

2. MRS. ANJU CHAWLA, WIFE OF MR. UMESH KUMAR CHAWLA, aged about 33 years, Occupation: Housewife, both are residing at Plot No. 7, Adarsh Colony, Behind K.E.B, Bidar, Karnataka, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest,

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SUB REGISTRA	in .

WHEREAS:

- A. The Buyer under a Sale Deed dated 09:03.2009 has purchased a semi-finished, deluxe apartment bearing no. 203 on the second floor in block no. 'D', admeasuring 830 sft. of super built up area in residential apartments styled as 'Paramount Residency' forming part of Sy. No. 176 situated at Nagaram Village, Keesara Mandal, R. R. District, together with:
 - a. Proportionate undivided share of land to the extent of 54.43 sq. yds.
 - b. A reserved parking space for two wheeler and car on the stilt floor bearing nos. 10 & 07, admeasuring about 15 and 100 sft. respectively.

This Sale Deed is registered as document no. 1646/07, in the office of the Sub-Registrar, Keesara, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.

- B. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 203, on the second floor in block no. 'D' 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 no. 203 on the second floor in block no. 'D', admeasuring 830 sft. (i.e., 664 sft. of built-up area & 166 sft. of common area) of super built up area and undivided share of land to the extent of 54.43 sq. yds., and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 10 & 07, admeasuring about 15 and 100 sft. respectively., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 6,42,000/- (Rupees Six Lakhs Forty Two Thousand only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 6,42,000/-(Rupees Six Lakhs Forty Two Thousand only) on or before 1st July 2009

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For Paramount :

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Michaula Chaula

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dated 11.07.07 registers at SRO, Sharipet Rança Roddy District. alevadayy Umesh Kumer Chowa, sto. Hainel Kumar ఖొడ్చిన (వేలు Chawle, Dec: Service Rjo. Por No.7, Ademh Colony, Behind KLEB Bider, Karnatoka. Hnipu Charally umesty know chara, aci. House in be PLOT NO.7, Adarsh colony, K. E.B. Bidor, Carnataka, Mendoframora Rodly 8/0. Entr Roddy Der Service Ro. 11-18/12, Rd No. - Greenthis Colony Hyderabout, B. RAJ DOMAR SID. MUEUND RAD OCC: SERVICE - RID. ALWAY, S Sec Bod. 27/19/30/3 Sign 3 30 5 3 30 35-

- 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.
- 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. 203 on the second floor in block no. 'D' 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 1st July 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.

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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 Paramount Residency project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
- 16. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.

17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.

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- 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.
- 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.
- 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. 7,420/- is paid by way of challan no. C-195474, dated 9.3.29, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT an amount of Rs. 6,420/- paid by way of Payorder No. 447 403, dated 9.03.29, drawn by HDFC Bank, S. D. Road Branch, Secunderabad.

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For Paramount Builders

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SCHEDULE 'A'

SCHEDULE OF LAND

ALL THAT THE TOTAL OPEN LAND being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

		ŀ
North By	Sy. Nos. 198, 182, 180 & 177	
	Sy. Nos. 175, 174 & 167	
(Labe 2)	Sy. No. 159	1
West By	Sy. No. 198	J

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 203 on the second floor in block no. 'D', admeasuring 830 sft. of super built-up area (i.e., 664 sft. of built-up area & 166 sft. of common area) together with proportionate undivided share of land to the extent of 54.43 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 10 & 07, admeasuring about 15 and 100 sft. respectively., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, bounded as under:

		l
North By	Flat No. 204	-
South By	Open to sky	1
East By	6' wide corridor & Open to sky	1
West By	Open to Sky	1

WITNESSES:

1.

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For Paramount Builders

Ukchowska Chawla

Partner BUILDER

2. 3. 800

BUYER

SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION Deluxe Apartment Semi-deluxe Apartment Item RCC RCC Structure 4"/6" solid cement blocks 4"/6" solid cement blocks Walls Exterior emulsion Exterior emulsion External painting Smooth finish with OBD Smooth finish with OBD Internal painting Marble slabs Ceramic tiles Flooring - Drawing & Flooring – Bedrooms Marble tiles Ceramic tiles Wood (non-teak) Wood (non-teak) Door frames All panel doors Panel main door, others Doors flush doors Copper wiring with modular switches wiring with Electrical Copper modular switches Powder coated aluminum aluminum sliding Powder coated Windows windows with grills windows sliding with grills Designer ceramic tiles with 7' dado ceramic tiles Designer Bathroom with 7' dado Raasi or similar make Raasi or similar make Sanitary Branded CP Fittings Standard fittings C P fittings Granite slab, 2 ft ceramic tiles dado, SS Granite tiles, 2 ft ceramic Kitchen platform sink. tiles dado. sink. GI & PVC pipes GI & PVC pipes Plumbing Lofts in each bedroom & kitchen Lofts in each bedroom & Lofts 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:

WITNESESS:

1.

2. B- 20-0

For Paragount squares by

For Paramount Buildary

BUIRADABER

Mchawla Chaula

BUYER.



PEGISTRATION PI	AN SHOWING FLAT NO. 203 IN BLOCK NO. 'D'	
	ON THE SECOND FLOOR IN PARAMOUNT RESIDE	ИСҮ
IN SURVEY NOS.	176 (PART)	SITUATED AT
	NAGARAM VILLAGE, KEESARA	MANDAL, R.R. DIST.
BUILDER:	M/S. PARAMOUNT BUILDERS REPRESENTED BY ITS PARTNERS	
	MR. SOHAM MODI, SON OF MR. SATISH MODI	
	MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL	
BUYERS:	MR. UMESH KUMAR CHAWLA, SON OF MR. HARISH KUMAR CHAW	LA
	MRS. ANJU CHAWLA, WIFE OF MR. UMESH KUMAR CHAWLA	
REFERENCE: AREA: 54.	SCALE: INCL: 43 SQ. YDS. OR SQ. MTRS.	EXCL:
Open to	Tat No. 204	cation Map
WITNESSES:	Partner	Partner SIG. OF THE BUILDER
2. 2. 200	Mcarolo Charle	SIG. OF THE BUYER



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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





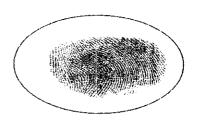
BUILDER :

M/S. PARAMOUNT BUILDERS
HAVING ITS OFFICE AT 5-4-187/3&4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD - 500 003.
REPRESENTED BY ITS PARTNERS
1. MR. SOHAM MODI
S/O. MR. SATISH MODI





2. MR. SAMIT GANGWAL S/Ö. MR. S. K. GANGWAL R/O. PLOT NO. 1211 ROAD NO. 60 JUBILEE HILLS HYDERABAD – 500 034.





SPA FOR PRESENTING DOCUMENTS VIDE DOC. NO. 1/2007 Dt. 11/01/2007:

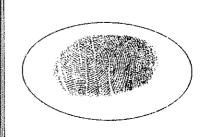
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.





BUYER:

 MR. UMESH KUMAR CHAWLA S/O. MR. HARISH KUMAR CHAWLA PLOT NO. 7, ADARSH COLONY, BEHIND K.E.B, BIDAR, KARNATAKA.





2. MRS. ANJU CHAWLA, W/O. MR. UMESH KUMAR CHAWLA, PLOT NO. 7, ADARSH COLONY, BEHIND K.E.B, BIDAR, KARNATAKA.

SIGNATURE OF WITNESSES:

1.

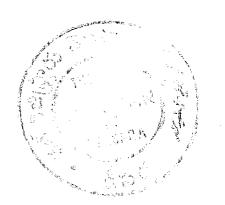
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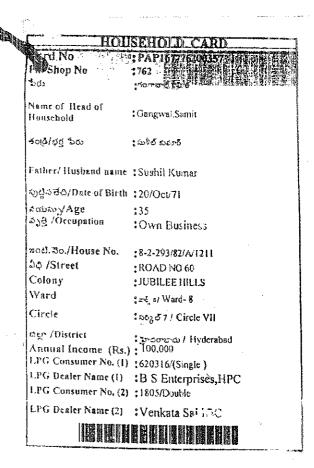
For Paramount Adoes

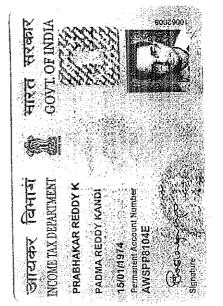
For Paramount Bulletts

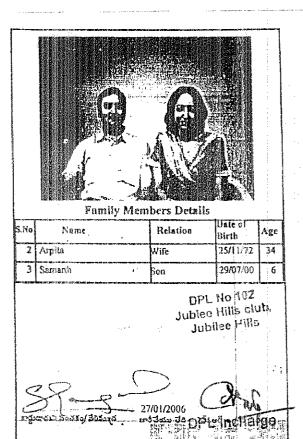
Partner SIGNATURE OF EXECUTANTS

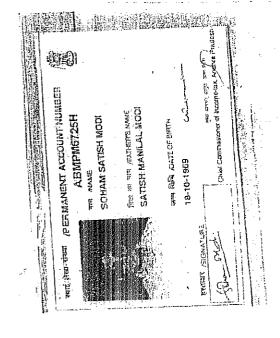
signature(s) of Buyer(s)





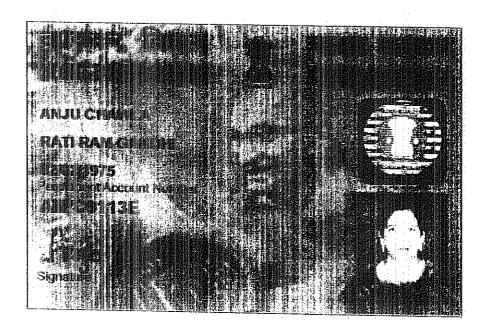






हेर्मी केट-रिवा





Anju Chawla

रकार तेला मंख्या /PERMANENT ACCCUNT NUMBER

ADBPC/I550D

कम JNAME

UMESH KUMAR CHAWLA

िता का नाम JEATH'ER'S NAME

HARISH KUMAR CHAWLA

जन्म तिथि /DATE OF BIRTH

28-01-1967

Townsder Shi Berwie

आयकर आयुक्त (कमन्यूटर केन्द्र)

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

C.S.No./Year: 001421/2009 of SRO: 1530(KEESARA)

09/03/2009 14:06:54

SIN o.	Thumb Impression	Photo	Name and Address of the Party	PartySignatu re
1		0003200 HACE SEE 2000 18	(CL) UMESH KUMAR CHAWLA P.NO.7,ADARSH COLONY,BIDAR,KARNATAKA	Uk Chamb
2		03000000000000000000000000000000000000		Shizucharale
3	Manual Enclosure	Manual Enclosure	(EX) M/S.PARAMOUNT BUILDERS REP BY SOHAM MODI O/O.5-4-187/3&4,II FLOOR,M.G.ROAD,SECUNDER ABAD	
4	Manual Enclosure	Manual Enclosure	EX) SAMIT GANGWAL O/O.5-4- 187/3&4,II FLOOR,M.G.ROAD,SECUNDER ABAD	
		tness la satures	Operator Subregistrar Signature Signature	M

