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LEELA G CHIMALGI STAMP VENDOR Licence No.02/2006

5-4-76/A, Cellar Raniguni, SECUNDERABAD-500 003.

## AGREEMENT FOR CONSTRUCTION

**21**-

This Agreement for Construction is made and executed on this the \_\_\_\_\_ day of August 2008 at Secunderabad by and between:

M/S. BHARGAVI DEVELOPERS, a partnership firm having its office at G-2, Kalyan Enclave, Kamalanagar, ECIL, Hyderabad, represented by its Managing and Authorised Partner Sri Anand Kumar, Son of Sri. B.N. Ramulu, aged about 39 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

#### AND

1. MR. MOHAMED RIZWAN, SON OF MR. ABDUL HAMEED, aged about 28 years, 2. MRS. NILOPHER NISHA, WIFE OF MR. MOHAMED RIZWAN, aged about 27 years, both are residing at Flat No. 423, Block-38, B.P.C.L. Staff Colony, Aziz Baug, Chembur, Mumbai-74, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

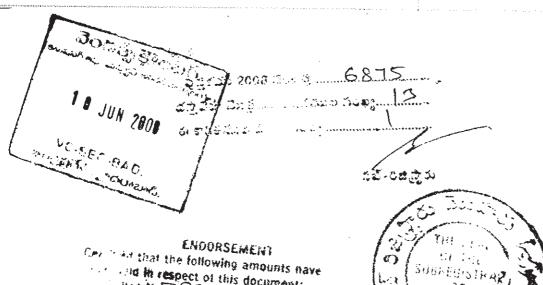
For Bhargawi Developers

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## LEELA G CHIMALGI

STAMP VENDOR
Licence No.02/2006
5-4-76/A, Cellar Ranigunj,
SECUNDERABAD-500 003.

## WHEREAS:

- A. The Buyer under a Sale Deed dated 21.08.08 has purchased a semi-finished, deluxe apartment bearing no. 101 on the first floor in block no. '1C', admeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 sft. of common area)of super built up area in residential apartments styled as 'Paramount Residency' together with:
  - a. Proportionate undivided share of land to the extent of 53.78 sq. yds.
  - b. A reserved two wheeler parking for bearing no. 01 admeasuring 15 sft.
  - c. A reserved Car parking space bearing no. 01, admeasuring 100 sft.
- This Sale Deed is registered as document no. 6874/68 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. 101 on first floor in Block no. '1C' 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.

For Bhargavi Developers

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1 7 30 75 3 200 85 /0 21 100 ..... చన్నామ్ ? శ్రీత్రం కాగితముల **సంఖ్య**...... ్రాస్ట్రామ్ ప్రాక్షము వరుస్తు సంఖ్య ...... వగ్-04/2 ర్ 2606 to 6590 30 21 3 36 132 2 Modes 2 Note 254 ీస్ కొడబ్ - రణిస్తారు ఆఫీనులో 118 50 Anand layman శిశ్చువుని దక్కము. 1**8**08లోని సెక్షన్ 32.ఎ మ అముదరం కు దినిక్కించ**ులనీట హిం**గ్రామ్లు 2 (000/\_\_\_ a agosta. en on a gray day may a 🔐 in a sin 🚁 Around Kemar So. B.N. Romular occ. Business Rlo. G.2. Kalyan Endare, Kamalantager, ECIL, Hyderabad Valent Romana Reddy 870. Phys Roday
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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. 101 on the first floor in block no. '1C', admeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 sft. of common area) of super built up area and undivided share of land to the extent of 53.78 sq. yds. A reserved parking space for two-wheeler, bearing no. 01 admeasuring 15 sft. and a reserved parking space for car bearing no. 01, admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 12,26,500/- (Rupees Twelve Lakhs Twenty Six Thousand Five Hundred Only).
- 2. The Buyer Pois to the Builder the balance consideration of Rs. 12,26,500/- (Rupees Twelve Lakhs Twenty Six Thousand Five Hundred Only) and the Builder Acknowldges & Receipt the Said Consideration,
- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed /.to be availed by the Buyer.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 101 on first floor in Block no. '1C' 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.

For Bhargávi Develope

An amount P. 12-165 towards stamp duty including transfer cuty and Rs. 1000 towards registration fee on the Market Value of Rs. 12-65-000 was paid by me Party through challan Receipt No. 190-9.07 dated 21/8/08 at SBH Keesara-Br Kagsara Sub-Registral

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- 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 30<sup>th</sup> September 2008 with grace period of 06 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.
- 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 Residence project.

For Bhargavi Developen

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- 15. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the 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.
- 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.
- 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.

For Rhargavi Developers

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- 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. 13,764. is paid by way of challan no. 79090, dated 71.5.68 drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 12,265:/- by way of payorder no. 15946, dated 21.808, drawn on 584, Eesave Branch, Range Raddy 658
  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:

North By	Sy. Nos. 198, 182, 180 & 177	
South By	Sy. Nos. 175, 174 & 167	76.
East By	Sy. No. 159	
West By	Sy. No. 198	

### SCHEDULE 'B'

## SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 101 on the first floor in block no. '1C', admeasuring 820 sft of super built-up area (i.e., 656 sft. of built-up area & 164 sft. of common area) together with proportionate undivided share of land to the extent of 53.78 sq. yds. And a reserved parking space for two wheeler and car on the stilt floor bearing nos. 01 & 01, admeasuring about 15 sft. 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, marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor	
South By	Open to sky	
East By	Open to sky & 6' wide corridor	,
West By	Flat No. 102	

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:

WITNESS:

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Who is named to be a

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

WITNESS:

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For Bhargavi Developers

Partner

BUILDER

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BUYER.

হুট্ৰহা 2008 চন্দ্ৰ <u>6 875</u> প্ৰস্তুত্তীয়া উন্নত্ন কৰা তথ্য চন্দ্ৰ <u>13</u> ক কাৰ্যালয় চন্দ্ৰ <u>সূত্ৰ</u>



AMPLE CONTRACTOR

**REGISTRATION PLAN SHOWING** FLAT NO. 101 IN BLOCK NO. '1C' ON THE FIRST FLOOR IN PARAMOUNT RESIDENCY IN SURVEY NOS. 176 (PART) SITUATED AT NAGARAM VILLAGE, **KEESARA** MANDAL, R.R. DIST. M/S. BHARGAVI DEVELOPERS REPRESENTED BY ITS MANAGING & AUTHORISED PARTNER **BUILDER:** MR. ANAND KUMAR, SON OF MR. B. N. RAMULU 1. MR. MOHAMED RIZWAN, SON OF MR. ABDUL HAMEED **BUYER:** 2. MRS. NILOPHER NISHA, WIFE OF MR. MOHAMED RIZWAN REFERENCE: SCALE: INCL: EXCL: AREA: 53.78 SQ. YDS. OR SQ. MTRS. Total Built-up Area = 820 sft. Out of U/S of Land = Ac. 3-04 Gts. Open to sky & 6' wide corridor 6' wide corridor Open to sky **Location Map** BED 12'1"X10'0" **\*/**///¥ Flat No. 102 For Bhargavi Developers WITNESSES: Partner SIG. OF THE BUILDER

SIG. OF THE BUYER



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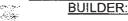
## ♦₽₩©₹©GRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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PASSPORT SIZE PHOTOGRAPH: **BLACK & WHITE** 

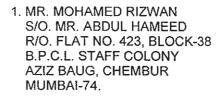
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

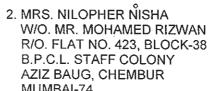


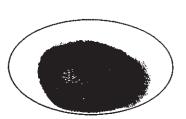
M/S. BHARGAVI DEVELOPERS HAVING ITS OFFICE AT G-2 KALYAN ENCLAVE KAMALANAGAR, ECIL HYDERABAD. REP. BY ITS MANAGING & AUTHORISED PARTNER

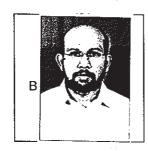
SRI ANAND KUMAR, SON OF SRI. B.N. RAMULU

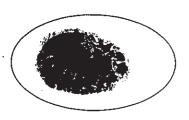
### **BUYER:**





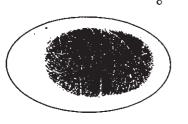








MUMBAI-74.





### REPRESENTATIVE:

MR. P. ABBUL KADER S/O MR. PEER MOHAMED 108, INDRALOK CAMPLEX, ROAD No. 1, BANDARA HILLS, HYDERABAD. 500 034

SIGNATURE OF WITNESSES:

For Bhatgavi Developer

SIGNATURE OF EXECUTANTS

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, P. AROUL LAD ER, as I / We cannot appear personally before the Registering Officer in the Office of Sub-

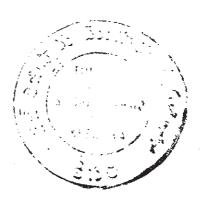
Registrar of Assurances, Keesara, Ranga Reddy District.

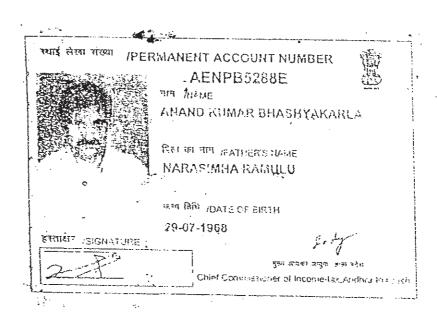
SIGNATURE OF THE REPRESENTATIVE

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SIGNATURE(S) OF BUYER(S)

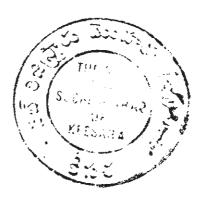
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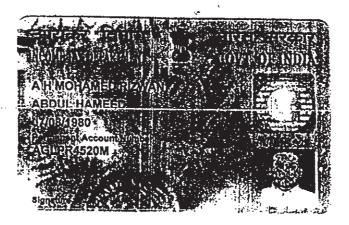




For Bhargavi Developers

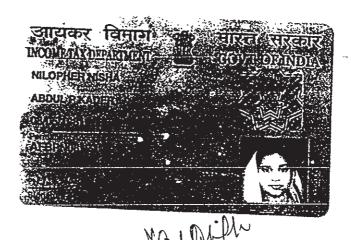
Partner





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AMBRIZUON





## **WITNESSES NO. 1**





Name: Ch. Venkata Ramana Reddy Designation: Customer Relations Executive

Signature :

Phie.

Valid upto: 30 April 2009

Issuing Authority:

Blood Group: O+ve

Address: 5-4-187/3&4, lind Floor,

M.G Road, Secunderabad-500003. Ph;040-66335551, 040-27544058

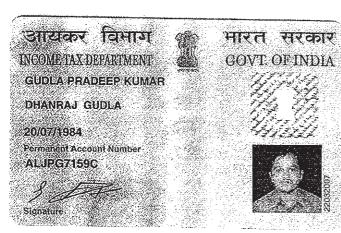
www.modiproperlies.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- 3. The loss of the card must be reported to the Admin.Div.Immediately

## **WITNESSES NO. 2**



छन कार्ड हे न्होंने । यान पर क्रमण स्वित करें । लीकर्र शायकार वेन त्रद्ध इकाई. एन एस डी एड पहली मंजिय, टाईम्स टॉक, यमला निक्स कम्पाउंड, पतः की मार्गः, लोशर परेलः, मुम्बर्धः - 400 018.

It this card is last - someone's last card is found, please hycom execute to : Income Tay PAN Services Unit, NSDL nacome 120 PAIN Services Cont. NSDI. 1st Floor, Canes Tower, Kanada Milis Compound, S. B. Marg, Lower Parel, Mumbai - 400 013.

Feb 91-22-2499 4650, Fax: 91-22-2495 0664. -mail: timinfo@usdl.co.in

1. J.

25 th 12 100 see 100 50 50 50 13. 24-04 R

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

C.S.No./Year: 007776/2008 of SRO: 1530(KEESARA)

21/08/2008 16:29:16

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur e
1	Manual Enclosure	Manual Enclosure	(CL) MOHAMED RIZWAN FLAT NO 423 BLOCK NO 38 BPCL STAFF COLONY AZIZ BAGUD MUMBAI	
2	Manual Enclosure	Manual Enclosure	(CL) NILOPHER NISHA FLAT NO 423 BLOCK NO 38 BPCL STAFF COLONY AZIZ BAGUD MUMBAI	
3		ANAURIOGIA HARAN DEVELOPER	(EX) ANAND KUMAR [R] M/S.BHARGAVI DEVELOPERS G-2 ENCLAVE KALYANI ENCLAVEKAMALANAGA R ECIL HYD	
1	Manual Enclosure	Manual Enclosure	(EX) M/S.BHARGAVI DEVELOPERS 5-4-187/3 & 4 II N FLOOR M.G.ROADSEC-BAD	

Witness Signatures

Operator Signature

Subregistrar Signature



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