SCANNED 9195 9029/2007 TC-109

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

9062

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

G 796371

7322 02/05/2007 100

Name Marender

S/o. D/o Mallesh

For Whom Paramount Builders

K. S[illegible] KUMAR

S.V.L. No: [illegible] 20/2006

6-2-30 [illegible]

R. NAGAR (M), R.R. DIST

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 20th day of July 2007 at Secunderabad 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 37 years and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

Mr. Renati Subba Harinath Reddy, Son of Mr. R. Subba Reddy, aged about 32 years, residing at 2-70/C, Near St. Xavier School, J. P. Nagar, Moosapet, Hyderabad - 500 018., 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 Paramount Builders

Partner

For Paramount Builders

Partner

1వ పుస్తకము 2007 వ సం॥ పు.....9049.....

దస్తావేజు మొత్తము కాగితముల సంఖ్య.....16.....

ఈ కాగితము వరుస సంఖ్య.....

2007వ సం॥.....2008.....నెల.....20.....వ తేది

192 వ. శా.శ.....[illegible].....మాసం.....29.....వతేది

పదలు.....11.....మరియు.....12.....గంటల మధ్య

శాలిమ్‌పేట్ సబ్ రిజిస్ట్రారు ఆఫీసులో

శ్రీ/శ్రీమతి.....K. Prabhakar Reddy.....

రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 - ఎ ను

అనుసరించి సమర్పించబడిన ఫోటోగ్రాఫులు మరియు

వేలిముద్రలతో సహా దాఖలుచేసి రుసుము

రూ...1000/-...లు చెల్లించినారు.

వ్రాసియిచ్చినట్లు ఒప్పుకొన్నది

ఎడమ బొటన వ్రేలు

[illegible] S/o K. P.

(O) 5-4-187/3&4, 2nd Floo

Road, Sec'bad, through o

of documents, vide SPA r

రిజిస్టు బొటన వ్రేలు

[illegible]

R. S. Harinath Reddy S/o. [illegible]

Occ: Service R/o. 2-70/c

J. P. Nagar, Moosapet, H

నిరూపించినది

WHEREAS:

A. The Buyer under a Sale Deed dated 20.07.07 has purchased a semi-finished, semi-deluxe apartment bearing no. 109 on the first floor in block no. '1C', admeasuring 530 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 34.76 sq. yds.
   b. A reserved two wheeler parking for bearing no. 9 admeasuring 15 sft.

   This Sale Deed is registered as document no. 9028/07 in the office of the Sub-Registrar, Shameerpet. 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. 109, on the 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.

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 no. 109 on the first floor in block no. '1C', admeasuring 530 sft. (i.e., 424 sft. of built-up area & 106 sft. of common area) of super built up area and undivided share of land to the extent of 34.76 sq. yds. A reserved parking space for two-wheeler, bearing no. 9 admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,10,000/- (Rupees Three Lakhs Ten Thousand only).

2. The Buyer shall pay to the Builder the above said consideration of Rs. 3,10,000/- (Rupees Three Lakhs Ten Thousand only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	1,75,000/-	6th January 2007
II	81,000/-	6th February 2007
III	54,000/-	31st December 2007

For Paramount Builders

Partner

For Paramount Builders

Partner

1వ పుస్తకము 2007 వ సం!! పు.....9029.....

దస్తావేజు మొత్తము కాగితముల సంఖ్య.....11.....

ఈ కాగితము వరుస సంఖ్య.....2.....

సబ్-రిజిస్ట్రార్

ENDORSEMENT UNDER SECTIONS 41 AND 42 OF ACT II OF 1899

Doct No. 9029/2007 Date 20/7/07

I hereby certify that the Proper deficit Stamp duty of Rs 3100/- has been levied in respect of this instrument from K. Prabhakar Reddy on the basis of the Market Value/Consideration of Rs. 3,10,000/-

SUB-REGISTRAR OFFICE
SHAMIRPET
Date 20/7/07

Registrar/Collector
(Under the Indian Stamp Act

An Amount of Rs. 3100/- towards Stamp Duty Including Transfer Duty and Rs. 1000/- towards Registration Fee was paid by the party through Challan Receipt Number 214090 Dated 16/7/07 at S.B.H. Bank Thumkunta Branch

Sub Registrar

THE SEAL OF THE SUB REGISTRAR OF SHAMEERPET

1వ పుస్తకము 2007 సం!! (కా.శ 1929) సం!! పు ....9029.. నెంబరుగా రిజిస్టరు చేయబడినది స్కానింగ్ నిమిత్తం గుర్తింపు నెంబరు 1516-I-...9029...-2007 ఇవ్వడమైనది

2007 సం!!.....20వ.....నెల.....20.....వతేది

సబ్-రిజిస్ట్రార్ అధికారి

3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.

4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1month from the due date.

5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.

6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 109 on the 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.

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 31st December 2007 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 Paramount Builders

Partner

For Paramount Builders

Partner

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.

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.

For Paramount Builders

Partner

For Paramount Builders

Partner

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.

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. 4,200/- is paid by way of challan no. 214090, dated 16.07.2007, drawn on State Bank of Hyderabad, Tumkunta Branch, R. R. District and VAT an amount of Rs. 3100/- paid by way of Payorder No. 134271, dated 14.07.07 drawn by HDFC Bank, S. D. Road Branch, Secunderabad.

For Paramount Builders

Partner

For Paramount Builders

Partner

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
East By	Sy. No. 159
West By	Sy. No. 198

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming apartment no. 109 on the first floor in block no. '1C', admeasuring 530 sft. of super built-up area (i.e., 424 sft. of built-up area & 106 sft. of common area) together with proportionate undivided share of land to the extent of 34.76 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 9, admeasuring about 15 sft., 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	Flat No. 108
South By	Open to sky
East By	Open to sky
West By	Open to sky & 6' wide corridor

For Paramount Builders

Partner

For Paramount Builders

Partner

WITNESSES:

1. Varaprasad

2.

For Mr. B. Anand Kumar & Others

Soham Modi,
(GPA Holder)

VENDOR

BUYER

SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	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:

For Paramount Builders
Partner

For Paramount Builders
Partner

WITNESS:

1.

2.

BUILDER

BUYER.

REGISTRATION PLAN SHOWING SEMI-FINISHED FLAT NO. 109 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.**

BUILDER: M/S. PARAMOUNT BUILDERS REPRESENTED BY ITS PARTNERS

MR. SOHAM MODI, SON OF MR. SATISH MODI

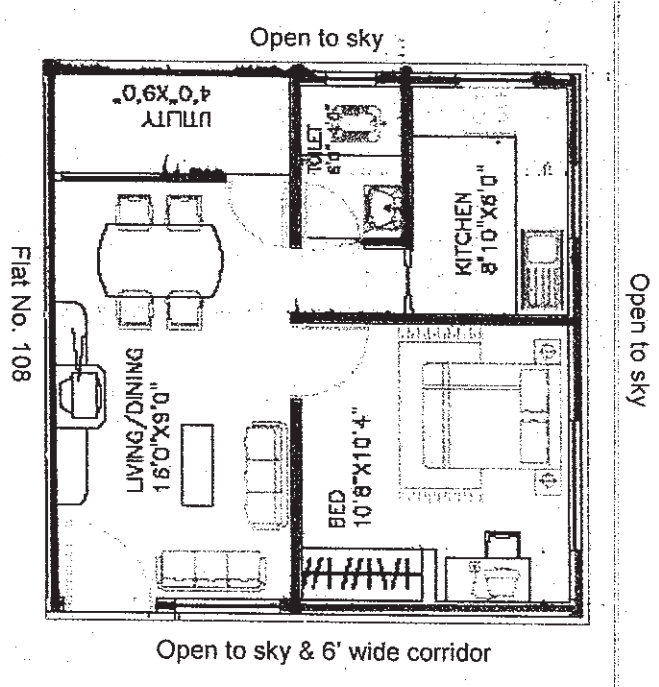
MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL

BUYER: MR. RENATI SUBBA HARINATH REDDY, SON OF MR. R. SUBBA REDDY

REFERENCE: SCALE: INCL: EXCL:

AREA: 34.76 SQ. YDS. OR SQ. MTRS.

Total Built-up Area = 530 sft.
Out of U/S of Land = Ac. 3-04 Gts.



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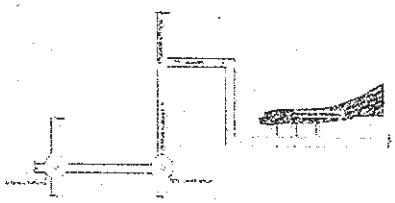
Location Map



For Paramount Builders

Partner

For Paramount Builders

Partner

SIG. OF THE BUILDER

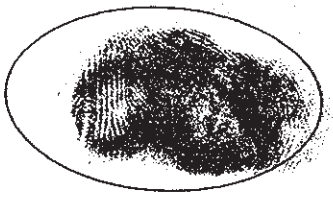
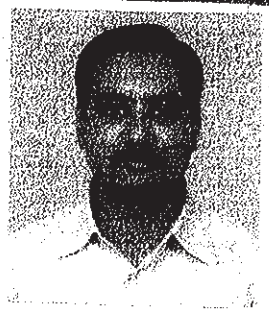
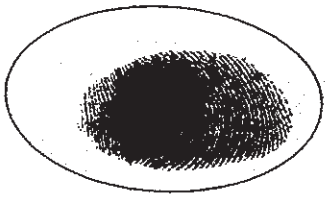
WITNESSES:

1. Varaprasad

2.

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 BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			BUILDER: M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP BY ITS PARTNERS 1. MR. SOHAM MODI S/O. MR. SATISH MODI
			2. MR. SAMIT GANGWAL S/O. MR. S. K. GANGWAL R/O. PLOT NO. 1211, ROAD NO. 60 JUBILEE HILLS HYDERABAD – 500 034.
			SPA FOR PRESENTING DOCUMENTS: 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. RENATI SUBBA HARINATH REDDY S/O. MR. R. SUBBA REDDY R/O. 2-70/C NEAR ST. XAVIER SCHOOL J. P. NAGAR MOOSAPET HYDERABAD - 500 018.

SIGNATURE OF WITNESSES:

1.

2.

For Paramount Builders

Partner

For Paramount Builders

Partner

SIGNATURE OF THE EXECUTANTS

HOUSEHOLD CARD

Card No	:PAP1[illegible]
F.P Shop No	:762
పేరు	:గంగావాల్ [illegible]
Name of Head of Household	:Gangwal.Samit
తండ్రి/భర్త పేరు	:సుశీల్ కుమార్
Father/ Husband name	:Sushil Kumar
పుట్టినతేది/Date of Birth	:20/Oct/71
వయస్సు/Age	:35
వృత్తి /Occupation	:Own Business
ఇంటి.నెం./House No.	:8-2-293/82/A/1211
వీధి /Street	:ROAD NO 60
Colony	:JUBILEE HILLS
Ward	:వార్డ్ 8/ Ward- 8
Circle	:సర్కిల్ 7 / Circle VII
జిల్లా /District	:హైదరాబాదు / Hyderabad
Annual Income (Rs.)	:100.000
LPG Consumer No. (1)	:620316/(Single)
LPG Dealer Name (1)	:B S Enterprises,HPC
LPG Consumer No. (2)	:1805/Double
LPG Dealer Name (2)	:Venkata Sai,IOC

Family Members Details

S.No	Name	Relation	Date of Birth	Age
2	Arpita	Wife	25/11/72	34
3	Samanh	Son	29/07/00	6

DPL No 102
Jublee Hills club,
Jubilee Hills

27/01/2006

DPL Incharge

INDIAN UNION DRIVING LICENCE
ANDHRA PRADESH

DRIVING LICENCE
DLDAP01119382 2002

PRABHAKAR REDDY K
K PADMA REDDY
2-3-6[illegible]
JAISWAL GARDEN
AMBERPET
HYDERABAD

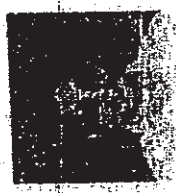
30/07/2002 DUPLICATE

Licencing Authority
RTA-HYDERABAD-E2

For Paramount Builders

Partner

/PERMANENT ACCOUNT NUMBER
ABMPM6725H



/NAME
SOHAM SATISH MODI

/FATHER'S NAME
SATISH MANILAL MODI

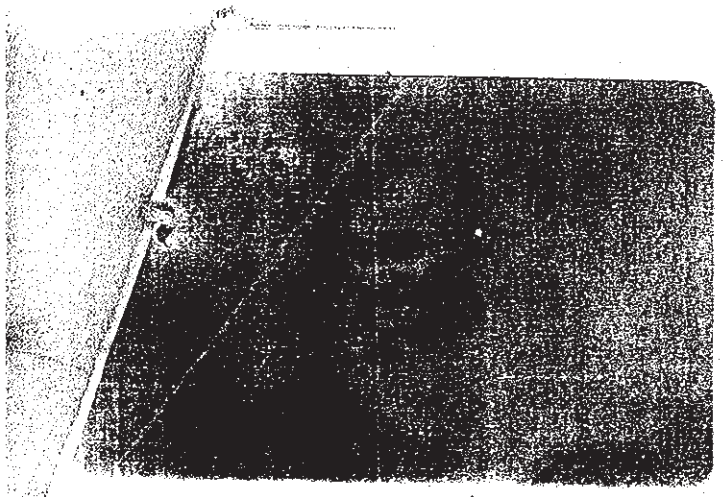
/DATE OF BIRTH
18-10-1969

/SIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh

For Paramount Builders

Partner



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

RENATI HARINATH REDDY

SUBBA REDDY RENATI

10/08/1974

Permanent Account Number
AKLPR5121Q

Signature

080032007

Accounts Division

MODI
PROPERTIES & INVESTMENTS PVT. LTD.

Name : R.S. Harinath Reddy

Designation : Asst. Accountant

Signature :

Issuing Authority :

Validity : 31st March 07

Address : 5-4-187/3&4, III Floor,
M.G.Road, Secunderabad - 500003.
Ph: 66335551, Fax: 27544058

www.modiproperties.com