

4682/08

SCANNED



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

K 805111
LEELA G CHIMALG!

STAMP VENDOR

No. 02/2007

6-4-76/A, Ujjala Rangun,
SECUNDERABAD-500 003AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the th 30 day of JUNE 2008 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. MOIZ LALANI, SON OF MR. MAHANDI MOHAMMED LALANI, aged about 23 years, residing at B-80, Karimabad Colony, Chirag Ali Lane, Abids, Hyderabad - 500 001., 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

Page 1

4682

దస్తవీజ్ మొత్తం కాగితముల సంఖ్య

దీని కాగితము వరుస సంఖ్య



2008 సం॥ 2 వ తేది

1930 వ.సం॥ 11 వ తేది

పేజీలు 12 పేరియు 1 గంటల మధ్య

కనక నత్ - పేజీస్టరు ఆఫీసులో

శ్రీ/శ్రీమతి K. Prabhakar Reddy

పేజీస్టర్ చట్టము 1908లోని సెక్షన్ 22.1 ని

అనుసరించి నమోదుచేయబడిన ఫోటోగ్రాఫులు

మీదయు పేరియుచేత పతా నామము చేసి రుసుము

రూ॥ 1000/- లు చెల్లించినాడు.

ప్రాసెసుచేయబడుచున్నది

సాక్షుడు పోలీస్ స్టేషన్

Prabhakar Reddy

Prabhakar Reddy

E. Prabhakar Reddy s/o. E. P. Reddy pers. Service
(1) C-11-187/344, 1st floor, Bohem mansion,
M. G. Road, Sec'bad, through attested SPA for
Presentation of documents, vide SPA No. 01/07
at SRO, Shamirpet, R.R. Dist.

1

Kiran s/o. Ramachandras pers. Services
R/A. 154, Krishnaregar, H.B. Colony, Chaitanya
Hnd

2

D. VENKATESHWARLU s/o. YADAGIRI
OC: BUSINESS R/o. 101. Sri Sai Apts
NAGOLE 'X' ROAD, HYDERABAD

2008 సం॥ 2 వ తేది

1930 వ.సం॥ 11 వ తేది

పేజీలు 12 పేరియు 1 గంటల మధ్య

కనక నత్ - పేజీస్టరు ఆఫీసులో

శ్రీ/శ్రీమతి K. Prabhakar Reddy

WHEREAS:

- A. The Buyer under a Sale Deed dated 30.06.08, has purchased a semi-finished, deluxe apartment bearing no. 208, on the second floor in block no. '1C', admeasuring 530 sft. of super built-up area (i.e., 424 sft. of built-up area & 103 sft. of common area) in residential apartments styled as 'Paramount Residency' together with:
- Proportionate undivided share of land to the extent of 34.76 sq. yds.
 - A reserved two wheeler parking for bearing no. 17 admeasuring 15 sft.
- This Sale Deed is registered as document no. 4681/08, 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. 208 on second floor in Block '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:

- The Builder shall complete the construction for the Buyer a deluxe apartment bearing no. 208 on the second floor in block no. '1C', admeasuring 530 sft. 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. 17 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 6,62,000/- (Rupees Six Lakhs Sixty Two Thousand Only).
- The Buyer shall has already paid an amount of Rs. 6,62,000/- (Rupees Six Lakhs Sixty Two Thousand Only) and the Builder admit and acknowledge the receipt of the said consideration.
- 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.

For Paramount Builders

Partner

For Paramount Builders

Partner

X
Partner

1 వ పుస్తకము 2008 సం॥ (శ.శ. 1930) నంబు 4682
 దఫా చేసిన మొత్తము రు॥ రెండు సంఖ్య 11
 ఈ దఫా చేయుట నిజమే 2

సన్-రిజిస్ట్రారు

CERTIFICATION

Certified that the following amounts have been paid in respect of this document

By Ch. No. 216621 Dt. 2/2/08
 S. H. H. Keesara The holder of the m.v. 662000
 consideration of Rs.

I. Stamp Duty

1. In the shape of stamp papers Rs. 100
2. In the shape of challan (Sec. 41 of Act. 1930) Rs. 6570
3. In the shape of cash
4. In the shape of Rs. 1000
5. In the shape of Rs. 1000
6. In the shape of Rs. 1000
7. In the shape of Rs. 1000
8. In the shape of Rs. 1000
9. In the shape of Rs. 1000
10. In the shape of Rs. 1000

II. Transfer Duty

1. In the shape of challan Rs.
2. In the shape of cash Rs.

III. Registration Fee

1. In the shape of challan Rs. 1000
2. In the shape of cash Rs.

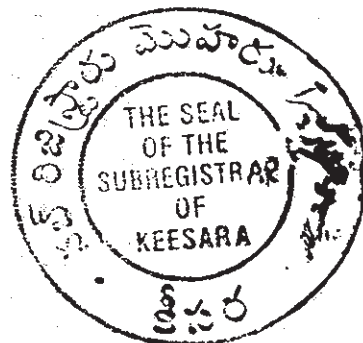
IV. User Charges

1. In the shape of challan Rs. 100
2. In the shape of cash Rs.

Total 7720

1 వ పుస్తకము 2008 సం॥ (శ.శ. 1930) నంబు 4682
 మొత్తము రు॥ రెండు సంఖ్య 11
 దఫా చేయుట నిజమే 2

సన్-రిజిస్ట్రారు



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. 208 on second floor in Block '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 30th April 2008 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.

For Paramount Builders


Partner

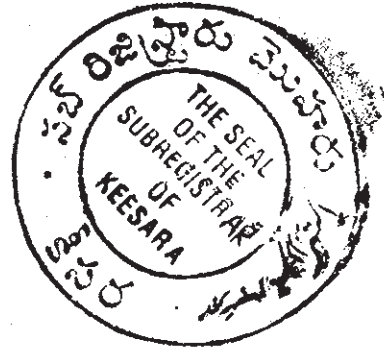
For Paramount Builders


Partner

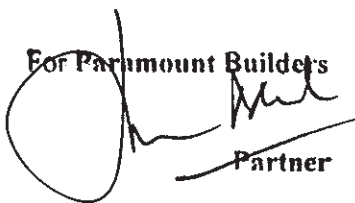
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1 వుత్తరము కుంభము నంబు 4682
2 వుత్తరము కుంభము కుంభము నంబు 4
3 వుత్తరము కుంభము కుంభము నంబు 3

నవ-రిజిస్ట్రారు

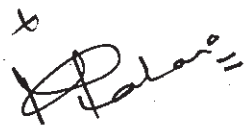


12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
13. The Builder shall deliver 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.
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.

For Paramount Builders

Partner

For Paramount Builders

Partner

x

Partner

1. అంకము 2005 నంబర్ 4 4682
2. దస్తావీజు యొక్క పేరు 11
3. అంకము 4

సహ-రిజిస్టరు



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. 7620/- is paid by way of challan no. 716671, dated 02-07-08, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 6,620/- by the way of Payorder No. 141533, dated 25-06-08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

For Paramount Builders

Partner

For Paramount Builders

Partner


x

1 ప్రశ్నలము 2025 వరకు వు 4682

వస్తా లేదా మొత్తము తగిలించునది సంఖ్య..... 11

6. తగిలించునది సంఖ్య 5

సక-0జిస్టరు



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

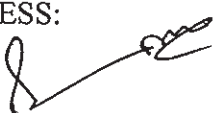
All that portion forming semi-finished deluxe apartment no. 208 on the second floor in block no. '1C', admeasuring 530 sft. of super built up area (i.e., 424 sft. of built-up area & 106 sft. of common area) together with proportionate undivided share of land to the extent of 34.76 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 17, 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. 207
South By	Flat No. 209
East By	Open to sky
West By	6' wide corridor

IN WITNESSES WHEREOF this Construction Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

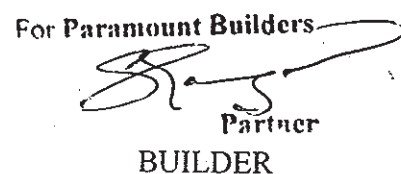


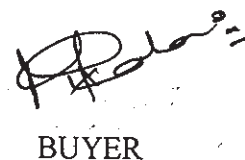
2.



For Paramount Builders

Partner

For Paramount Builders

Partner
BUILDER

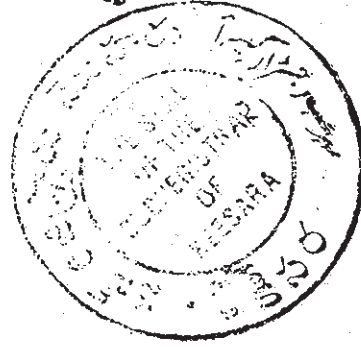

BUYER

7 వైద్యకము 2008 సం. వృ 4682

విస్తారము కుటుంబ సంఖ్య..... 11

ఈ కారణమున వరుస సంఖ్య 6

సచ-రక్షిస్తారు



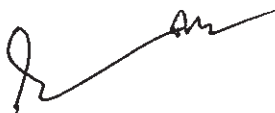
SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION

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:

WITNESS:

1.



2.



For Paramount Builders

Partner

For Paramount Builders

Partner

BUILDER


BUYER.

1 ప్రస్తావన 2008 సం. పై 4682

చట్టావేదా దౌత్యము వాగితముల సంఖ్య..... 4

ఈ వాగితముల వరుస సంఖ్య 7

సహ-విజ్ఞాపకులు



STRATION PLAN SHOWING

FLAT NO. 208 IN BLOCK NO. '1C'

ON THE SECOND 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. MOIZ LALANI, SON OF MR. MAHANDI MOHAMMED LALANI

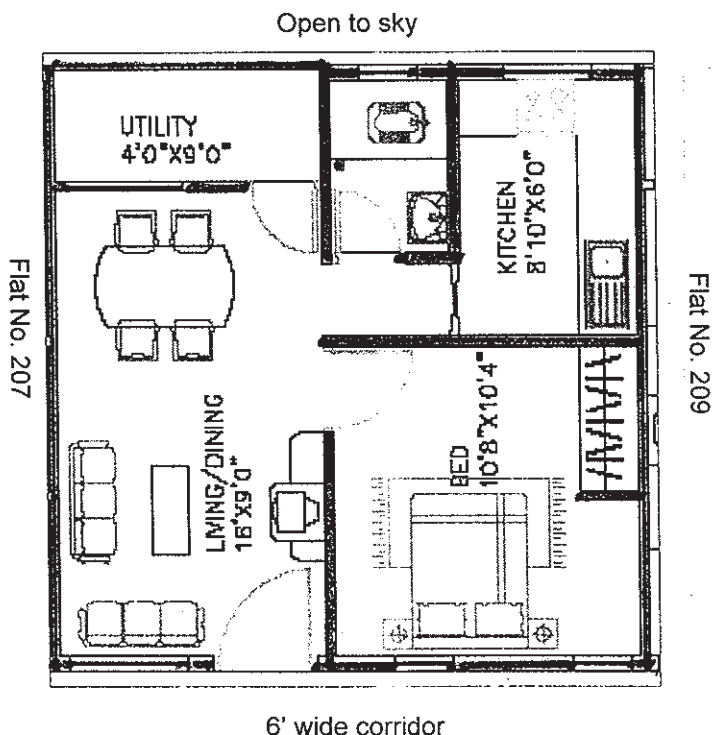
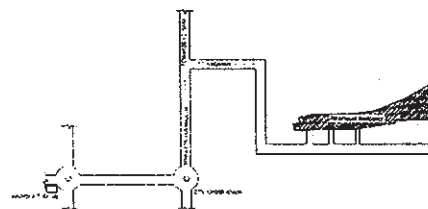
REFERENCE:
AREA:

34.76

SCALE:
SQ. YDS. OR**INCL:**
SQ. MTRS.**EXCL:**

Total Built-up Area = 530 sft.

Out of U/S of Land = Ac. 3-04 Gts.

Location Map**WITNESSES:**

1.

2.

For Paramount Builders

Partner

For Paramount Builders

Partner
SIG. OF THE BUILDER
SIG. OF THE BUYER

1 వైద్యకము 2008 సం॥ నెం॥ 4682

వస్త్రావేళ సంక్షేమ కార్యకముల సంఖ్య 11

ఈ కార్యకముల నమూనా సంఖ్య 8

సహ-విజ్ఞాపకము



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, 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.

SIGNATURE OF WITNESSES:

1.

2.

For Paramount Builders

Partner

For Paramount Builders

Partner

SIGNATURE OF THE EXECUTANTS

1 జనవరి 2000 నాటికి 4682

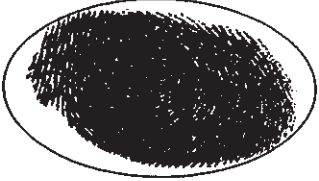
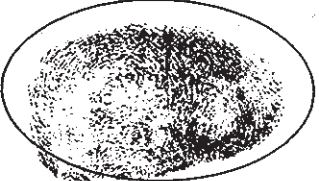
చట్టబద్ధమైన మొదటిసారిగా పంపించిన సంఖ్య 11

ఈ చట్టబద్ధమైన మొదటిసారిగా పంపించిన సంఖ్య 9

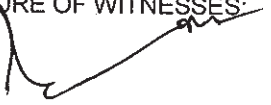
సర్-రిజిస్ట్రారు



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
			BUYER: MR. MOIZ LALANI S/O. MR. MAHANDI MOHAMMED LALANI R/O. B-80, KARIMABAD COLONY CHIRAG ALI LANE ABIDS HYDERABAD - 500 001.
			REPRESENTATIVE: MR. MOHAMMED LALANI S/O. MR. SHABUDDIN (LATE) R/O. S-8-494/80 CHIRAG ALI LANE ABIDS, HYDERABAD.

SIGNATURE OF WITNESSES:

1. 
2. 

For Paramount Builders

Partner

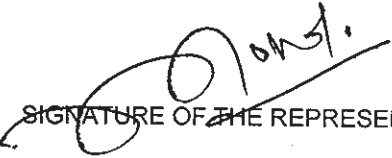
For Paramount Builders

Partner

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, Mr. MD. LALANI, 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

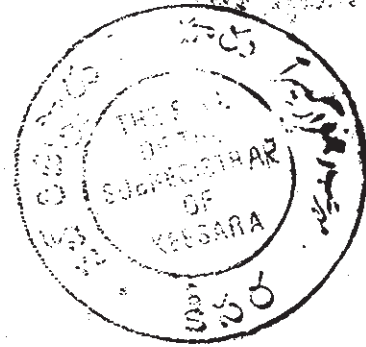

SIGNATURE(S) OF BUYER(S)

1 వార్షికము 2003 నుండి 4682

వార్షికము 2003 నుండి వార్షికము సంఖ్య..... 11

ఈ వార్షికము 2003 నుండి 10

సర్-రిజిస్ట్రార్





011

For Paramount Builders

[Signature]
Partner

For Paramount Builders

[Signature]
Partner

1. ప్రాజెక్టులో 20000 సం. పై 4682
2. ప్రాజెక్టులో మొత్తం సం. సంఖ్య 11
3. ప్రాజెక్టులో మొత్తం సంఖ్య 11

సచివ-సచివ

