

### ఆంధ్రష్ట్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Serial No : 41,259

P 368670

Purchased By :

G. VANKATESH SKO¶G.A. RAG SECRAD

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Date : 13-11-2008

B For Whom :
BHARGAVI DEVELOPERS

Denomination: 100

Sub Registler Ex.Officio Stamp Vendor G.S.O., Calo Office, Hyd

#### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 24<sup>th</sup> day of January 2009 at S. R. O. Keesara, R. R. Dist. 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

MR. V. SHIV SHANKER GOUD, SON OF MR. V. BIKSHAPATHI, aged about 32 years, Occupation: Business, residing at Plot No. 23, Harshavardhan Enclave, Old Bowenpally, Secunderabad, 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 Bhargavi Developers

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IV. User Charges

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2. in the shape of cash

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Total Rs

8930

SUB REGISTRAR

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 24.01.2009 has purchased a semi-finished, deluxe apartment bearing no. 509 on the fifth 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 in residential apartments styled as 'Paramount Residency' 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. 45 admeasuring 15 sft.

    This Sale Deed is registered as document no. 46 admeasuring 15 sft.

    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. 509 on fifth 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 deluxe apartment bearing no. 509 on the fifth 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. 45 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 7,33,000/- (Rupees Seven Lakhs Thirty Three Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 7,33,000/- (Rupees Seven Lakhs Thirty Three Thousand Only) on or before 30<sup>th</sup> January 2009.
- 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.

For Bhargavi Developers

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மக்கூலிய வெஞ்ச சாடுக்குமா க்சுவை 2009 SON 2550 30 29 5 30 1930 STSO 4 530 34-88/25 200 1 30 60 50 2 Note 2005 ి.కి ఎన్ - రెండ్ ఈ ఆఫీసులో and know kund ెజ్ట్రాష్ట్ రెల్లము 1908లోని సౌక్షన్ 32.ఎ ను అమునంగా నముర్భంచవల**న్న ఫ్లోటో(గానులు** విద్యాన్ని విలుగుండలో నహా <mark>దాఖలు చేసి రుసుమ</mark> హు (ర 40 లు చెల్లించినారు 🗲 భారంబర్వినక్కు ఒప్పు**కొన్న పి** విడదు బౌటన చేలు S/o. B. N. Romulu Arnord Kumar Plo. G.2, Kalmon Enclare Oce: Business EUL, Andersbad Kamalanogar, నిరూపి**ంచిన**డ్ t. President Roddy 8/6. D. P. Roddy Occ. Service - 5-4-18 / 3 Ey, M. G. Rood, Practical sec Bod, Verral lodery 1/0. Aug teday 11.187/2, Greentilly belong, Hyderabod

2008 నంగా ప్రామంత్రి మాసము ఆ ప్రామే కేసర

- 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. 509 on fifth 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 15<sup>th</sup> February 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.
- 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.

For Bhargavi Developers

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An amount is \$\frac{7230}{1000}\$ towards stamp duty including transform, and Rs.

Towards registration fee on the Macret Value of Rs.

Party through challan Receipt No. 19190 89 at SBH Keesara Br Keesara

Sub-Registration feesara.



- 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 Bhargavi Developers

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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.
- 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. 8,330/- is paid by way of challan no. 919089, dated 24.01.2009, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 7,330/- by way of payorder no. 146528-, dated 23.01.2009, drawn on HDFC, S. D. Road Branch, Secunderabad.

For Bhargavi Developers



#### 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:

South By         Sy. Nos. 175, 174 & 167           East By         Sy. No. 159           West By         Sy. No. 198	North By	Sy. Nos. 198, 182, 180 & 177	
37. 70. 137	South By		1
West By Sy. No. 198		Sy. No. 159	. word war
	West By	Sy. No. 198	

#### SCHEDULE 'B'

#### SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe apartment no. 509 on the fifth 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. 45, 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. 508
South By	Open to sky
East By	Open to sky
West By	Open to sky & 6' wide corridor
4	

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:

For Bhargavi Developers

2.

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BUYER <

BUILDER



	SCHEDULE OF SPECIFIC COMPLETION OF CONS	ATION FOR TRUCTION	
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:

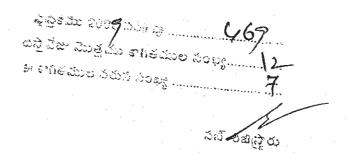
WITNESESS:

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For Bhargavi Developers

Partner BUILDER

BUYER.





REGISTRATION PLAN SHOWING FLAT NO. 509 IN BLOCK NO. '1C' ON THE FIFTH FLOOR IN PARAMOUNT RESIDENCY IN SURVEY NOS. 176 (PART) SITUATED AT NAGARAM VILLAGE, **KEESARA** MANDAL, R.R. DIST. BUILDER: M/S. BHARGAVI DEVELOPERS REPRESENTED BY ITS MANAGING & AUTHORISED PARTNER MR. ANAND KUMAR, SON OF MR. B. N. RAMULU BUYER: MR. V. SHIV SHANKER GOUD, SON OF MR. V. BIKSHAPATHI REFERENCE: SCALE: INCL: AREA: 34.76 SQ. YDS. OR EXCL: SQ. MTRS. Total Built-up Area = 530 sft. Out of U/S of Land = Ac. 3-04 Gts. Open to sky & 6' wide corridor Open to Sky Flat No. 508 hara granic **Location Map** Open to sky For Bhargavi Developers WITNESSES: Prosector 1 1. Partner SIG. OF THE BUILDER 2.

SIG. OF THE BUYER



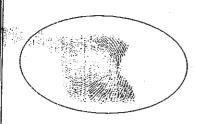
# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

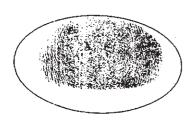
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER







M/S. BHARGAVI DEVELOPERS
HAVING ITS OFFICE AT G-2
KALYAN ENCLAVE
KAMALANAGAR, ECIL
HYDERABAD.
REP. BY ITS MANAGING & AUTHORISED PARTNER
SRI ANAND KUMAR,
S/O. SRI. B.N. RAMULU





#### BUYER:

MR. V. SHIV SHANKER GOUD S/O.MR. V. BIKSHAPATHI R/O. AT PLOT NO. 23 HARSHAVARDHAN ENCLAVE OLD BOWENPALLY, SECUNDERABAD.

SIGNATURE OF WITNESSES:

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For Bhargavi Developers

Partner

SIGNATURE OF EXECUTANTS

N. Shen.

తిర్వెళ్ళు 2009 నంగి ప్రామంత్రి ముత్రముల నంఖ్య 12 ఈ కాగితముల చయన సంఖ్య వె



स्थाई तेखा गण्या /PERMANENT ACCOUNT NUMBER





हिरा का नाम /FATHER'S NAME NARASIMHA RAMULU

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29-07-1958

हत्ताक्षर (SIGNATURE)

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मुक्ता अराधका खायुक जाना वर्षेश

Chief Cohmissioner of Income-tax, Andhru Francisch

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សិក្សាសិរី វិទ្ធិសាធិ U SHID SHANKAR GOOD U BIKSHAPATHI GOOD P.NO.23 HARSHAUARDHANA ENCLAUE, BOWEHPALLY SECONDERABAD

V She signaturissued on 10-04-2007

.emerg Admini RTA-SECUNDERABLO

Class Of Vehicle Validity

Non-Transport
Transport
Hazardous Validity
Badge No.
Reference No.

Original LA.

DOB

Tagagan, 6

Blood Gr. Date of 1st Issue MCWG

DLFAP010118812007 RTA SECUNDRABAD

11-06-1976

10-04-2007

10-06-2026



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

C.S.No./Year: 000540/2009 of SRO: 1530(KEESARA)

24/01/2009 14:46:56

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur e
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2	Manual Enclosure	Manual Enclosure	(EX) M/S.BHARGAVI DEVELOPERS HYDHYD	
A contract and analysis date.			(EX) B.ANAND KUMAR H.NO.VENKATESHWARL U NAGAR MOULA ALI HYD	2~
	Witn Signat		Subregistra nature Signature	77

