

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 5 day of March 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, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years Qccuaption: Business and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, Occuaption: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. A. S. RAMAN IYENGAR, SON OF MR. A. S. SRINIVASAN, aged about 34 years, residing at 12-10-586/66/A, Opp. Amaravathi Grammer School, Medi Bavi, Sitafalmandi, Secunderabad - 500 061, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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WHEREAS:

- A. The Buyer under a Sale Deed dated os. 03. 08 has purchased a semi-finished, Semi-deluxe apartment bearing no. 207. on the second floor in block no. '2C', 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 space bearing no. 16 admeasuring about 15 sft.

 This Sale Deed is registered as document no. 1711/08, 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 semi-deluxe apartment bearing no. 207 on second floor in Block '2C' 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. 207 on the second floor in block no. '2C', 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 nos. 16 admeasuring about 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 6,32,000/- (Rupees Six Lakhs Thirty Two Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 6,32,000/- (Rupees Six Lakhs Thirty Two Thousand Only) on or before 01st July 2008.
- 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.

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- 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.
- Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within circumstances be held responsible for non-sanction of the loan to the Buyer for 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. 207 on second floor in Block '2C' 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 & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.
- The Builder shall complete the construction of the Apartment and handover 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-obstruction, prohibition, ordinance, legislation and/or notification by any reasons which are beyond the control of the Builder like war, civil commotion etc. In 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 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 the Builder shall be restricted to a monetary claim, which shall not exceed 10% of 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 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 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. 73 20/- is paid by way of challan no. 85176/, dated 6-03.08, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 6320=/- by the way of Payorder No. 139086, dated 03.03.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

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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,

North By	and bounded t	by:	village, Keesara Mandal,
South By East By	Sy. Nos. 198, 182, 180 & 177 Sy. Nos. 175, 174 & 167		
West Ry	Sy. No. 159 Sy. No. 198		

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 207 on the second floor in block no. 2C, 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. 16, 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	THE CI,	and District, marked in
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South By 51	en to sky	
East By Plat	No. 208	
	n to 1	
West By	n to sky	
6' wi	de corridor & Open to sky	
•	Open to sky	
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	SCHEDULE OF SPECIFIC COMPLETION OF CONS	CATION FOR STRUCTION
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
Bathroom	Designer ceramic tiles with 7' dado	windows with grills Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Paggi or similar
C P fittings	Standard fittings	Raasi or similar make Branded CP Fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceranic tiles
Plumbing	GI & PVC pipes	dado, SS sink. 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 Paramount Builders

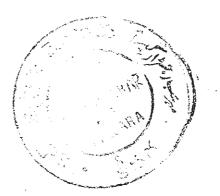
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REGISTRATION P	LAN SHOWING FLAT NO. 207 IN BLOCK NO. '2C'	
0	ON THE SECOND FLOOR IN PARAMOUNT RESIDE	Nov
IN SURVEY NOS.	176 (PART)	
	NAGARAM VILLAGE, KEESARA	SITUATED AT
BUILDER:	M/S. PARAMOUNT BUILDERS REPRESENTED BY ITS PARTNERS	MANDAL, R.R. DIST.
	MR. SOHAM MODI, SON OF MR. SATISH MODI	
	MR. SAMIT GANGWAL, SON OF MR. S. K. GANGWAL	
BUYER:	MR. A. S. RAMAN IYENGAR, SON OF MR. A. S. SRINIVASAN	
REFERENCE: AREA: 34.7	SCALE:	EXCL:
Total Built-up Area Out of U/S of Land	= 530 eff	
» eye.	Open to sky Open to sky Open to sky	ation Map
ITNESSES:	Partner	Partner G. OF THE BUILDER IG. OF THE BUYER

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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

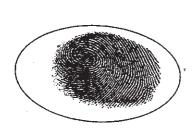




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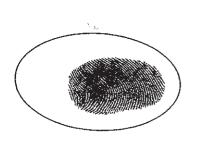
M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. BY ITS PARTNERS

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. A.

For Paramount bun.

For Paramount Builders

Partner

SIGNATURE OF THE EXECUTANTS



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**

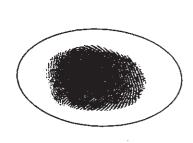
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





BUYER:

MR. A. S. RAMAN IYENGAR S/O. MR. A. S. SRINIVASAN R/O. 12-10-586/66/A OPP. AMARAVATHI GRAMMER SCHOOL MEDI BAVI, SITAFALMANDI SECUNDERABAD - 500 061.





REPRESENTATIVE:

MR. G. PRADEEP KUMAR S/o. MR. G. DHAN RAT

NO. 1-10-263

NEW BODNEPALLY

SEC=BAD;

SIGNATURE OF WITNESSES:

For Paramount Builder,

Partner

For Paramount Builders

SIGNATURE OF EXECUTANTS

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.

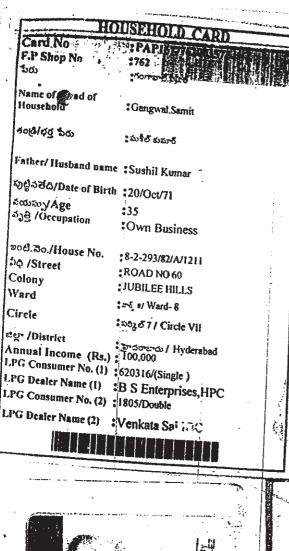
I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, G- Prodeep Comey, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

CONTRACTOR OF THE CONTRACTOR O

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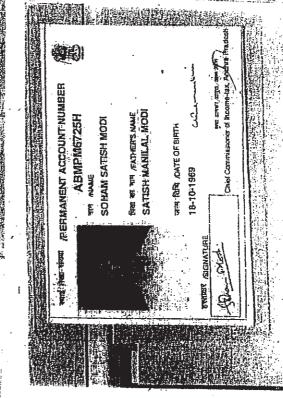




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For Paramount Builder: Partner

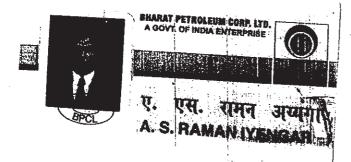
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स्टाफ सं. Staff No

रक्त समूह À Blood Group:

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भारत पेट्रोलियम कॉर्पोरेशन लि. 1, रंगनथन गार्डन्स, 11, वीं मेईन रोड से, अण्णा नगर, फोन - 6216869.

Bharist Patroleum Corp. Ltd. 1, RANGANATHAN GARDENS, OFE 11th MAIN ROAD; ANNA NAGAR, MADRAS - 600 040.

उप महा प्रबंधक (एचआरएस) दक्षिण DGM (HRS) South

जा कर्न की तारीख: Date of the ue: 17/02/05

ARan gyengar

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