

Sold To Date Date AGREEMENT OF SALE

Z 039373
LEELA G CHIMALGI

STAMP VENDOR Licence No.1/2009 5-4-76/A, Celiar Raniguni, SECUNDERABAD-500 003.

This Agreement of Sale is made and executed on this 26th day of August 2009 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 called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee, etc.).

AND

1. MR. B. ANAND KUMAR, Son of Mr. B. N. Ramulu, aged about 39 years, residing at H. No. 10, Venkateshwara Nagar, Moula-Ali, Hyderabad – 500 040,

2. SRI NAREDDY KIRAN KUMAR, SON OF MADHUSUDHAN REDDY, aged about 34 years, residing at Plot No. 275, Venakateshwara Nagar, Meerpet, Moula -Ali, Hyderabad-40,

3. SRI. M. KANTHA RAO, SON OF M. LAXMAN RAO, aged about 38 years, residing at Plot No. 152, Vivekanada Nagar Colony, Kukatpally, Hyderabad.

4. SRI. K. KANTHA REDDY, SON OF K. RAM REDDY, aged about 56 years, residing at Nereducherela (Village & Mandal), Nalgonda District,

being represented by Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years, Managing Partner of M/s. Paramount Builders who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 16413/06, dated 31.10.2006, registered at S.R.O. Shameerpet, hereinafter called the "Original Owners" (which expression where the context so permits shall mean and include their successors in interest, nominees, assignees herein, etc.).

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Mr. Daynand Thakur, son of Mr. Laji Thakur, aged about 42 years, residing at Qtr. No. 18, Block-3, Type-3, I. G. Mini Qtrs, I.D.A, Phase -II, Cherlapally, Hyderabad - 500 051, hereinafter called the "Buyer" (which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

WHEREAS:

- A. Shri B. Anand Kumar, Shri Nareddy Kiran Kumar, Shri M. Kanta Rao and Shri K. Kanta Reddy, the Original Owners herein, were the absolute owners and possessors of open agricultural land in Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. by virtue of Deed of Conveyance of land dated 9.09.2004 registered as document bearing no. 9210/2004 and Release Deed dated 27.10.2004 and registered as document no. 9246/2004 at the office of the Sub Registrar, Shameerpet R. R. District (hereinafter this land is referred to as the SCHEDULED LAND) and is more particularly described in Schedule 'A' at the foot of the document.
- B. The Original Owners have purchased the Scheduled Land for a consideration from its previous owners namely:
 - i. Shri M. Venu, S/o. Shri Mallaiah
 - ii. Shri Madhusudhan, S/o. of Late Shri G. Sattaiah.
 - iii. Shri K.V. Rama Rao, S/o. Shri Gopal Rao
- C. The Scheduled Land was Government land and the same was placed for sale on open auction on 17.09.2003. The previous owners Shri M. Venu and two others have participated in the auction and the auction was knocked down in favour of them as they being the highest bidders. The open auction conducted has been confirmed in favour of the previous owners namely M. Venu and two others vide proceedings of the Collector, R. R. District vide proceeding no. LC2/7278/2003 dated 20.09.2003.
- D. The previous owners Shri M. Venu and two others and the Original Owners have reached into an understanding for participating in the open auction and upon confirmation of the auction the sale consideration was arranged and paid by pooling the resources of all the seven participants (i.e., previous owners Shri M. Venu and two others and all the four VENDORS). The Scheduled Land was agreed to be purchased jointly with all the seven persons having broadly the following share.
 - a. 3/7 of the share will be held by M. Venu and two others equally i.e., each person will have 1/7 share.
 - b. Balance 4/7 of the share will be held by the remaining four persons as follows:
 - i. Shri. B. Anand Kumar 27% of 4/7 share i.e., 15.42%
 - ii. Shri. N. Kiran Kumar 20% of 4/7 share i.e., 11.42%
 - iii. Shri. M. Kanta Rao 37% of 4/7 share i.e., 21.16%
 - iv. Shri. K. Kanta Reddy 16% of 4/7 share i.e., 9.15%
- E. In continuation and completion of the auction process and on receipt of the entire bid amount, the Government of Andhra Pradesh represented by District Revenue Officer and Additional District Magistrate, R. R. District have executed Deed of Conveyance of land dated 9.09.2004 in favour of seven persons namely three previous owners and four Original Owners herein. This conveyance deed is registered as document no. 9210/2004 and is registered at the office of the Sub Registrar, Shameerpet R. R. District.

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F. The previous owners Shri M. Venu, Shri G. Madhu Sudhan and Shri K.V. Rama Rao have executed a Release Deed dated 27.10.2004, releasing their 3/7 share admeasuring Ac. 1-13.13 Gts., in favour of Original Owners for a consideration. This Release Deed is registered as document no. 9246/2004 at the office of the Sub Registrar, Shameerpet R. R. District. The share in land ownership of the Original Owners upon execution of this release deed is as under:

Shri. B. Anand Kumar

Shri. N. Kiran Kumar - 20%

- Shri, M. Kanta Rao Shri. Kanta Reddy
- G. The above said four persons namely Shri B. Anand Kumar and three others have together joined into partnership to run the business under the name of M/s. Bhargavi Developers, hereinafter referred to as the Firm. The partnership is evidenced by a Deed of Partnership dated 30.07.2004. The profit sharing ratios of the partners is in the same ratio as their ratio of share in the land holding as given in clause (h) above which is in evidence of their understanding as to their respective share in the Scheduled Land.
- H. The Original Owners have sold the Scheduled Land to M/s. Bhargavi Developers and the Vendors herein by way of Agreement of Sale cum General Power of Attorney, registered as document nos. 16412/06 and 16413/06 dated 31.10.2006 and 31.102006, respectively. By virtue of the said agreement of sale cum general power of attorney, M/s. Bhargavi Developers and the Vendors herein have become owners of undivided share of land admeasuring Ac. 1-01 Gts., and Ac. 2-03 Gts. respectively.
- The Firm and the Vendor have agreed to jointly develop the entire Scheduled Land by constructing residential apartments under a group housing scheme called as 'PARAMOUNT RESIDENCY'.
- The Original Owners and the Vendor hereto have applied to the Urban Development Authority for obtaining necessary building construction and other permissions at the cost of the Vendor. The permissions have been received from HUDA vide their Proceeding No. 6008/P4/Plg/HUDA/2006, dated 14.09.2006. In accordance with the sanctioned plan in all 260 number of flats in 6 blocks aggregating to about 2,28,800 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.
- K. The Firm and the Vendor for the purposes of joint development of the scheduled land have reached into an understanding whereby they have purchased their respective shares as mentioned above in the total land area of Ac. 3-04 Gts. To give effect to this broad understanding, the M/s. Bhargavi Developers and the Vendor have executed following documents:
 - (a) Joint Development Agreement, registered as document no. 16768/06, dated 31.10.2006.
 - (b) Agreement of Sale-cum General Power of Attorney in favour of the Vendor, registered as document no. 16413/06, dated 31.10.2006.
 - (c) Agreement of Sale-cum General Power of Attorney in favour of the M/s. Bhargavi Developers, registered as document no. 16412/06, dated 31.10.2006.

The above documents are registered with the office of the Sub-Registrar Office, Shameerpet.

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- L. By virtue of above referred documents, the Firm and the Vendor hereto have identified and determined their respective ownership of 260 flats, along with proportionate parking space proposed to be constructed in a group housing scheme named and styled as 'PARAMOUNT RESIDENCY' together with their respective proportionate undivided share in the Scheduled Land.
- M. The respective share / ownership of each flat in Paramount Residency together with proportional share in parking space etc., belonging to the Firm and the Vendor is detailed in the Schedules/ Annexures / Appendix attached to the Joint Development Agreement referred above.
- N. By virtue of the above referred Joint Development Agreement and Agreement of Sale cum General Power of Attorney the Vendor is absolutely entitled to develop and sell its share of flats to any intending purchaser.
- O. The Buyer is desirous of purchasing an apartment no. 508 on the fifth floor in block no. 2C in the proposed building Paramount Residency and has approached the Vendor. Such apartment hereinafter is referred to as the Scheduled Apartment.
- P. The Vendor has represented to the Buyer that the Scheduled Apartment has fallen to the share of Vendor and thus absolutely belongs to it by virtue of above referred agreements dated 31.10.2006.
- Q. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 10,00,000/- (Rupees Ten Lakhs Only) and the Buyer has agreed to purchase the same.
- R. The Buyer has made a provisional booking vide booking form no. 1373 dated 9th August 2009 for the above referred apartment and has paid a booking amount of Rs. 5,000/- to the Vendor.
- S. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Semi-deluxe Apartment together with proportionate undivided share in land and a parking space, as a package, as detailed here below in the residential apartment named as Paramount Residency, being constructed on the Scheduled Land (such apartment hereinafter is referred to as the Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.

Schedule of Apartment:

a) Semi-deluxe Apartment No. 508 on the fifth 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.

b) An undivided share in the Schedule Land to the extent of 34.76 Sq. Yds.

- c) A reserved parking space for two wheeler on the stilt floor bearing no. 44 admeasuring about 15 sft.
- 2. That the total consideration of Rs. 10,00,000/- (Rupees Ten Lakhs Only).
- 3. That the Buyer has paid an amount of Rs. 5,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.

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4. The Buyer agrees to pay the balance sale consideration amount of Rs. 9,95,000/- to the Vendor in installments as stated below:

| Installment | Amount | Due Date of Payment |
|-----------------|------------|---------------------|
| Installment I | 60,000/- | 24.08.2009 |
| Installment II | 1,35,000/- | 09.09.2009 |
| Installment III | 8,00,000/- | 09.09.2009 |

The installments received will be appropriated first towards the consideration for sale of undivided share in land.

- 5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates, subject to clause 6 given below.
- 6. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 21 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 4 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.
- 7. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date.
- 8. That in case of delay in payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing for a housing loan and the Buyer fails to obtain housing loan within 15 days of the provisional booking, the cancellation charges will be nil provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation the cancellation charges shall be Rs. 5,000/-, Rs. 10,000/- & Rs. 15,000/- for single, double & three bedroom apartments respectively. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 15,000/-, Rs. 20,000/- & Rs. 30,000/- for single, double and three bedroom apartments respectively.
- 9. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.
- 10. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The Vendor 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 Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.

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- 11. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
- 12. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
- 13. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.
- 14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the Schedule Apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Schedule Apartment and enjoy the same with all the rights and privileges of an owner.
- 15. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
- 16. That it is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
- 17. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 18. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.
- 19. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.

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- 20. That the residential apartment shall always be called 'Paramount Residency' and the name thereof shall not be changed.
- 21. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 9th September 2009 with a further grace period of 6 months.
- 22. That in event of any delay in the completion of the construction of the scheduled apartment and delivery of possession of the said tenement by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., the Vendor shall not be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.
- 23. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
- 24. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
- 25. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Paramount Residency Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
- 26. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building.
- 27. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, which ever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.

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- 28. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
- 29. That the Buyer shall become a member of the Paramount Residency Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
- 30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
- 31. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
- 32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
- 33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
- 34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
- 35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.
- 36. The Original Owners hereby declare and covenant that they have no right, title interest objection etc., of whatsoever nature over the Scheduled Apartment and further declares that the Schedule Apartment belongs and falls to the share of the Vendor by virtue of Joint Development Agreement dated 31.10.2006 and Agreement of Sale cum GPA dated 31.10.2006 both registered at the office of the Sub-Registrar, Shameerpet as document nos. 16768/06 and 16413/06 respectively. The Original Owners further declare that they have no share in the sale consideration mentioned herein.

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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, 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 | |
| | Sy. No. 159 | |
| West By | Sy. No. 198 | |

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming apartment no. 508 on the fifth 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. 44, 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. 507 | |
|----------|------------------|---------------------------------------|
| South By | Flat No. 509 | |
| East By | Open to sky | · · · · · · · · · · · · · · · · · · · |
| West By | 6' wide corridor | |

WITNESSES:

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| | SPECIFICATIONS FOR CO | ONSTRUCTION |
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| | | <u> </u> |
| 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 files |
| 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 WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness: For Paremount Builders

WITNESSES:

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For Paramount Builders

Partner

VENDOR

BUYER



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K. SATISH KUMAR SVL.No.13/2000 R.No.16/2009 5-2-30, Premayathipet (V).

Rajendranagar (M), R.R. Dist.

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LEASE AGREEMENT

This LEASE AGREEMENT is made and executed at Secunderabad on this the 24th day of september 2010 by and between:

Mr. Dayanand Thakur, son of Mr. Lalji Thakur, aged about 43 years, residing at Qtr. No. 18, Block-3, Type-3, I. G. Mini Qtrs, I.D.A, Phase -II, Cherlapally, Hyderabad - 500 051, herein after referred to as the 'LESSOR' (which term shall mean and include whenever the context may so require his successor-in-interest).

AND

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 40 years, herein after referred to as the 'LESSEE' (which term shall mean and include whenever the context may so require its successors-in-interest).

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WHEREAS the **LESSOR** is the absolute owner of apartment no. 508 on the fifth 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. 44, 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. The **LESSEE** has requested the **LESSOR** to grant on lease the said flat and the **LESSOR** has agreed to give on lease the said flat on the terms and conditions specified as hereunder:

Know all men by these presents that in pursuance of the rent hereby reserved and the covenants agreed specified hereunder the **LESSOR** doth hereby grant and the **LESSEE** doth hereby taken on lease the flat bearing no. 508 on the fifth floor in block no. 2C, of the building known as Paramount Residency at Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, having a super built-up area of 530 sft., more particularly described at the foot of this document, on the following terms and conditions.

- 1. The LESSEE shall pay a rent of Rs. 3,000/- (Rupees Three Thousand only) per month.
- 2. The lease shall be for a period of 11 months commencing from 1st September 2010. This agreement of lease between the **LESSOR** and the **LESSEE** can be terminated by the **LESSEE** with an advance notice of one month.
- 3. The LESSOR and the LESSEE hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency of the Lease Agreement.
- 4. The expenses of Stamp Duty and registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the **LESSEE** in full.

THE LESSEE HEREBY COVENANTS AS UNDER:-

- 1. The LESSEE shall pay the rent regularly per each month on or before the 5th day of the month to the LESSOR.
- 2. The LESSEE shall pay and bear the water & electricity consumption charges including any additional consumption deposit that may be levied from time to time, apart from the rent.
- 3. The LESSEE shall keep the demised portion in a neat and habitable condition.
- 4. The LESSEE shall carry out all minor repairs and regular maintenance by way of colour wash etc, at its own cost.
- 5. The LESSEE shall utilize the demised portion for residential purpose only but shall not use the said portion for residence or any illegal activity.
- 6. The LESSEE shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 7. The **LESSEE** shall permit the **LESSOR** or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
- 8. The LESSEE shall pay building maintenance charges amounting to Rs. 530/- (Rupees Five Hundred and Thirty Only) per month to Paramount residents Owners Association, or to any other party that the owner may direct, towards the maintenance of common areas, common area security, water charges etc., subject to change from time to time.

x Inthajour

For Paramount Builder

Partner

THE LESSOR HEREBY COVENANTS AS UNDER:-

- 1. The LESSOR shall pay the property taxes pertaining to the leased premises.
- 2. The LESSOR agrees not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without defaults as specified above.
- 3. The **LESSOR** agrees to allow the **LESSEE** to remove the electrical fittings, false ceiling, air conditioning and any other such system that the **LESSEE** has installed at their own cost at the time of vacating the floor on the expiry of the lease or on termination of the lease and restore the said premises to its original status.

DESCRIPTION OF THE SAID FLAT

All that portion forming apartment no. 508 on the fifth floor in block no. 2C, admeasuring 530 sft. of super built-up 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. 44, 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 bounded as under:

| North By | Flat No. 507 | |
|----------|------------------|---|
| South By | Flat No. 509 | |
| East By | Open to sky | , |
| West By | 6' wide corridor | |

IN WITNESS WHEREOF the **LESSEE** and the **LESSOR** have signed these presents on the date and at the place mentioned above.

WITNESSES:

1.

2.

Partner LESSEE

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K. SRINIVAS S.V.LNO.26/98, R.No.11/2007 CITY CIVIL COURT SECUNDERABAD

LEASE AGREEMENT

This LEASE AGREEMENT is made and executed at Secunderabad on this the 21st day of November 2009 by and between:

Mr. Dayanand Thakur, son of Mr. Lalji Thakur, aged about 42 years, residing at Qtr. No. 18, Block-3, Type-3, I. G. Mini Qtrs, I.D.A, Phase -II, Cherlapally, Hyderabad - 500 051, herein after referred to as the 'LESSOR' (which term shall mean and include whenever the context may so require his successor-in-interest).

AND

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 39 years, herein after referred to as the LESSEE' (which term shall mean and include whenever the context may so require its successors-in-interest).

or Riramount Builders

Partner

Do Thaten n

WHEREAS the LESSOR is the absolute owner of apartment no. 508 on the fifth 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. 44, 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. The LESSEE has requested the LESSOR to grant on lease the said flat and the LESSOR has agreed to give on lease the said flat on the terms and conditions specified as hereunder:

Know all men by these presents that in pursuance of the rent hereby reserved and the covenants agreed specified hereunder the LESSOR doth hereby grant and the LESSEE doth hereby taken on lease the flat bearing no. 508 on the fifth floor in block no. 2C, of the building known as Paramount Residency at Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, having a super built-up area of 530 sft., more particularly described at the foot of this document, on the following terms and conditions.

- 1. The LESSEE shall pay a rent of Rs. 3,000/- (Rupees Three Thousand only) per month.
- 2. The lease shall be for a period of 3 months commencing from 1st December 2009. This agreement of lease between the LESSOR and the LESSEE can be terminated by the LESSEE with an advance notice of one month.
- 3. The LESSOR and the LESSEE hereby undertake to execute a regular Lease Deed if and when called upon by either of the parties to do so at any time during the currency
- 4. The expenses of Stamp Duty and registration charges of this agreement in duplicate and all other incidental expenses shall be borne by the LESSEE in full.

THE LESSEE HEREBY COVENANTS AS UNDER:-

- 1. The LESSEE shall pay the rent regularly per each month on or before the 5^{th} day of the
- 2. The LESSEE shall pay and bear the water & electricity consumption charges including any additional consumption deposit that may be levied from time to time, apart from
- 3. The LESSEE shall keep the demised portion in a neat and habitable condition.
- 4. The LESSEE shall carry out all minor repairs and regular maintenance by way of
- 5. The LESSEE shall utilize the demised portion for residential purpose only but shall not use the said portion for residence or any illegal activity.
- 6. The LESSEE shall not sub-let any portion of the premises or transfer the rights under the lease in favour of anyone.
- 7. The LESSEE shall permit the LESSOR or anyone authorised by it, to inspect the demised portion at all reasonable hours of the day.
- 8. The LESSEE shall pay building maintenance charges amounting to Rs.398/- (Rupee Three Hundred and Ninety Eight) per month to Paramount residents Owners Association, or to any other party that the owner may direct, towards the maintenance of common areas, common area security, water charges etc., subject to change from

For Parhmount Bull

Solhour

THE LESSOR HEREBY COVENANTS AS UNDER:-

1. The LESSOR shall pay the property taxes pertaining to the leased premises.

2. The LESSOR agrees not to cause any hindrance to the LESSEE in the enjoyment of the demised portion provided the LESSEE observes all the covenants without defaults

3. The LESSOR agrees to allow the LESSEE to remove the electrical fittings, false ceiling, air conditioning and any other such system that the LESSEE has installed at their own cost at the time of vacating the floor on the expiry of the lease or on termination of the lease and restore the said premises to its original status.

DESCRIPTION OF THE SAID FLAT

All that portion forming apartment no. 508 on the fifth floor in block no. 2C, admeasuring 530 sft. of super built-up 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. 44, 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 bounded as under:

| North By | Flat No. 507 |
|----------|------------------|
| South By | Flat No. 509 |
| East By | Open to sky |
| West By | 6' wide corridor |

IN WITNESS WHEREOF the ${f LESSEE}$ and the ${f LESSOR}$ have signed these presents on the date and at the place mentioned above.

WITNESSES:

1.

2.

LESSEE

amount Builders

LESSOR

Authorization form for handing over the possession of Flat in 'Paramount Residency'

| Flat | No. | 20- | 508 | | | |
|------|--------------------|-------------------|--------------|-----------------------------|---------------|--|
| Nan | ne of Buyer | DAYA | | DAKER | | |
| | m . 1 . 1 | | | | | |
| Α. | Total sale consid | | | 10000 | XO (| |
| В. | Less: Discount fo | | ents. | | | |
| C. | Add: Reg. Charg | | | 7218 | | |
| D. | Add: VAT & Sei | | | 100 | 0 (| |
| Е. | Add: Extra Spec | | /ised) | | | |
| F. | Add: Misc. Char | | | 45 | 31 (| |
| G. | Less: Amount pa | id | | 1039 | 450 | |
| H. | Balance amount | Due | | 18 | 4 | |
| I. | Interest Amount | | | 249 | 87 (| |
| J. | Refund if any | | | | | |
| | Remarks: | | | | | |
| (I) | Balance | Amt of | Rs. a | #5 DUB/- (1 uli declared | 81+65) to | be collected |
| (2) | No Servi | ie tan. Y | Cale } | ul declared | in Saled | lead. |
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| | | | | | | |
| K. | Interest Amount | to be charged | | | | |
| Γ | | | | | 4-4-4-4 | 137 /31 |
| - | Check List | nfarmed that | N/a: | - 61 | | Yes / No |
| 1. | completion & no | t occupation. | iviaintenand | e Charges are due f | rom date of | |
| 2. | Buyer has signed | the Associat | ion Membe | rship Form. | | |
| 3. | No Due Certifica | ate signed | | | | |
| 4. | 6 PDC for Main | tenance Charg | ges collecte | <u> </u> | 3,000 | |
| 5. | Buyer has signed | the Electrici | ty Transfer | Form & Affidavit o | r Stamp paper | |
| 6. | Buyer has inform | ned that Prope | erty Tax is | due | | |
| Ant | horized by: | | | | | |
| 1144 | \ | | | ND/ | W | EDBY |
| | | 10 | | Alsto | SPRO | A COURT |
| K. | Krishna Rasad | Roopa | × | A. Sambasiya Ra | Soham M | Saluinas; |
| Da | | Date: [4] | 11/09 | Date: 5 11 6 | Date: | VED BY ON THE DESCRIPTION ON THE DIRECTOR OAGING DIRECTOR |
| No | te: 1. Update Sale | ' Completed as | 'Ves' in th | e datahase | 1444 | AGING |
| | 2. Give a copy | of owners ass | ociation rul | es to the buyer. | 1.11 | - |

| to Dames Inf | o Table | | | | | | | |
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| IR - Buyer Inf | | | Sold | Yes | Booking | Date | 09-Aug-09 | |
| JON 140 | 2C 508 | Paramount | Solu | | Area | | 530 | |
| r Executed | | Agr Date | | | | | | |
| ırking | Nil 44 | Booked by | Des | hmuk/Shai | Pmt. So | | HL | • |
| ıyer Name | Mr.Dayanad | Thakur | | | Phone | | 9949086277, 9 | |
| ddress | | Block 3, Type 3, | G Mint C | etrs, IDA P | hase II, Cl | erlapally - | 51 | / |
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| | Installment | 6000 | 0 42 | 1075 | | _ | manufacture de la company de l | |
| 09-Sep-09 3rd | Installment | 8000 | 000 | | | | | |
| | d Installment | 1350 | 000 | | V | L1 | | |
| Other Payme | nts | | | | | | | |
| 29-Aug-09 Ele | ec Charges | | 65 (| el Anglish majantahan saka mingkatan mpambian sincani sagar | ✓ | | 40, 000 m manual of 100 minutes of 100 minutes | |
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| 31-Oct-09 Va | | | 10000 🗸 | fe man carannana | <u> </u> | | | - 1000000000000000000000000000000000000 |
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| Date | Towards | | Amount | Cheque | No | Cleared | | t No |
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| 25-Aug-09 | Payment Rec | eived | 60000 | 421075 | **** | | *************************************** | *************************************** |
| 02-Nov-09 | Payment Rec | ed. | 232398 | 442234 | | V | | TO AN ADDRESS OF THE PARTY AND ADDRESS OF THE |
| 02-Nov-09 | Payment Rec | <u>d.</u> | 613000 | 442233 | We de spropped to the second s | | | |
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| Remarks | | | | | | | | , r==================================== |
| Date | Remarks | | | | | | Taken By | Work Do |

| Project Name | Paramount Builde | rs | | • | | |
|------------------|---|---------------------|-----------------|--|--|-----------|
| Flat no. | 2C-508 | | | | | |
| Customer Nam | | akur | | | | |
| Booked by | Deshmukh | | | | | |
| Prepared by | Srilatha | *** | • | | | |
| Date | 04.11.2009 | | 100 | | | |
| Sign | 40 | | • | | | |
| Interest rate | 18 | % p.a. | | • | • | |
| Date | Instal / Payment | Remarks | Dave | | 4 | |
| 09-Aug-09 | 5000.00 | Booking Amount | Days | Principal | Interest | Balance |
| 12-Aug-09 | (5000.00) | Amount Received | - | | <u>-</u> | 5,00 |
| 24-Aug-09 | 60000.00 | 1st Installment | 3 | ,,,,, | 7 | _ |
| 25-Aug-09 | (60000.00) | Amount Received | . 12 | | | 60,000 |
| 29-Aug-09 | 65.00 | Elec charges | I | 60,000 | 30 | - |
| 09-Sep-09 | 800000.00 | 2nd Installment | 4 | · . | - | 6.5 |
| 09-Sep-09 | 135000.00 | 3rd Installment | . 11 | . 65 | . 0 | 800,065 |
| 30-Sep-09 | 66.00 | Elec charges | | 800,065 | - | 935,065 |
| 05-Oct-09 | 200.00 | | . 21 | 935,065 | 9,684 | 935,131 |
| 31-Oct-09 | 10000.00 | EC Exp VAT | 5 | 935,131 | 2,306 | 935,331 |
| 02-Nov-09 | (232398.00) | • 11 | . 26 | 935,331 | 11,993 | 945,331 |
| 02-Nov-09 | (613000.00) | Amount Received | 2 | 945,331 | 932 | 712,933 |
| 03-Nov-09 | (89602.00) | Amount Received | - | 712,933 | . - | 99,933 |
| 03-Nov-09 | (39450.00) | Amount Received | . 1 | 99,933 | . 49 | 10,331 |
| 04-Nov-09 | 200.00 | Amount Received | | 10,331 | | (29,119 |
| 04-Nov-09 | 2000.00 | EC Exp | 1 | (29,119) | (14) | |
| 04-Nov-09 | 2000.00 | Misc Exp | - | (28,919) | · • • • • • • • • • • • • • • • • • • • | (26,919 |
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| Column B. Enter | receivables | & payments received | d | W | BY.T. | 109 |
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PARAMOUNT BUILDERS

5-4-187/3&4, IInd Floor, M. G. Road, Secunderabad – 500003. Phone. 66335551

MEMBERSHIP ENROLMENT FORM

| To, | Date: |
|--|--|
| The President, Paramount Residency Ow | mer's Association, |
| Survey no. 176, Nagaram Village, | |
| Keesara Mandal, | |
| R. R. District. | |
| Dear Sir, | |
| I am the owner of Flat No Residency' situated at Sur request you to enroll me as | o. 500 in block no. 20 in our project known as 'Paramount vey No. 176, Nagaram Village, Keesara Mandal, R. R. District. Is a member of the 'Paramount Residency Owners Association'. |
| | Rs. 50/- towards membership enrollment fees. |
| I hereby declare that I have and shall abide by the same | e gone through and understood the Bye-laws of the Associatione. |
| Thank You. | |
| Yours faithfully, | |
| Signature: Dallaco | n n |
| Signature: Salbacin Name: Daygnand | Thalcer |
| Address for correspondence | |
| Qtr. No: 18, T I.G. mint Quarte | ype-3, Block-3 |
| I. G. mint Quarte | Si- Cherolapally- |
| Hyd-51, | |
| Phone: 970 429 30 | |
| Enclosed: Copy of ownershi | p documents. |
| For Office Use Only | |
| Receipt no. & date: | |
| | |
| | |

PARAMOUNT BUILDERS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003. Phone: 66335551

NO DUE CERTIFICATE

| To, MY DAYBHADD THAKUR | Date: |
|----------------------------|-------|
| OTE, No. 18 Block 3 TYPE 3 | |
| CHERCABACCE - 51 | |
| D. at . | |

Dear Sir / Madam,

This is to certify that the total sale consideration, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No. in block no. in our project known as 'Paramount Residency' situated at Survey No. 176, Nagaram Village, Keesara Mandal, R. R. District. However, stamp duty and registration charges are to be paid by you at the time of execution of sale deed.

We further confirm that no excess amount has been paid by you to us and as on date all accounts are deemed to have been settled and there is no claim against each other with respect to the amounts paid for the sale of flat.

Please sign a copy of this letter as your confirmation of the above.

Thank You.

Yours sincerely

Managing Partner. (SOHAM MODI)

Accepted & confirmed:

Signature: In Thalcup

Name: Dayanand Thalcun

PARAMOUNT BUILDERS

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003. Phone: 66335551

LETTER OF POSSESSION

To,

Date: 20/11/09

MY DAYAND THAKED BOY WE. IP BLACK 3 TYPE 3 MY DAYAND DAY JOD BROJE ()

Sub: Letter of Possessions for Flat No. 508 in block no. 50 in our project known as 'Paramount Residency' situated at Survey No. 176, Nagaram Village, Keesara Mandal, R. R. District.

Dear Sir / Madam,

We hereby hand over possession of the above mentioned Flat to you as per the terms and conditions of our sale deed / agreement.

You shall become a member of Paramount Residency Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,

Managing Director. (SOHAM MODI)