ఆంధ్రదేశ్ आन्ध प्रदेश ANDHRA PRADESH
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Pao Rao Buildens

LEELA'G CHIMALGE STAMP VENDOR

5-4-76/A, Cellai Ranigunj SECUNDERABAD-500 003

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the stay 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 Occuaption: 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 add include its successors in office, administrators, executors / nominees / assignee etc.)

AND

1 MRS. RITA DHARIA, WIFE OF MR. URMIL DHARIA aged about 42 years, 2. MR. URMIL DHARIA, SON OF MR. RASHMI KANT aged about 44 years, both are residing at H. No. 1-10-50/1, Flat No. 206, Durga Elite, Chikoti Garden, Begumpet, Hyderabad - 500 016, hereinafter referred to as the Buyer (which term shall mean and insclude his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Paramount Builders

Partner

For Paramount Builders

Partner R.O.D

R:O Dharia Page 1.

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ఆంధ్రప్రదేశ్య आन्ध्र प्रदेश ANDHRA PRADESH

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5-4-76/A, Cellai Raniguni SECUNDERABAD-500 003

WHEREAS:

A The Buyer under a Sale Deed dated 05.03.08 has purchased a semi-finished, Semi-deluxe apartment bearing no. 304, on the third floor in block no. '3C', admeasuring 1050 sft. (i.e., 840 sft. of built-up area & 210 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 68.86 sq. yds.

b. A reserved two wheeler parking space bearing no. 22 admeasuring about 15 sft.

c. A reserved car parking space bearing no. 12 admeasuring about 100 sft.

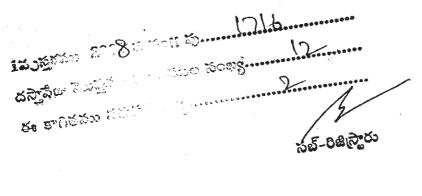
This Sale Deed is registered as document no. 1715/08, in the office of the Sub-Registrar, Keesara, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the 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. 304 on third floor in Block '3C' 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.

For Paramount Builders

R.U. Dharrian



ENDORSEMENT

Certified that the following amounts have bren pold in respect of this documents.
By challen No. \$ 1.762 ... Dt. 5 ... Dt. 5 I Stamp Duly: S.B.H. Keesan

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Rs 000

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IV. User Charges

1. in the shape of challan

2. in the shape of cash

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SUB REGISTRAR **KEESARA**

13 పుస్తకము 200% సం! (శా.శ.1929) నం!! పు

\m.\.b.....నెలబరులు ర్వోస్తు చేయబడినది. స్కానింగ్

నిమిత్తం గుర్తింపు నెందిన 2008-I. 1716..... 2008

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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

- 1. The Builder shall complete the construction for the Buyer a Semi-deluxe apartment bearing no. 304 on the third floor in block no. '3C', admeasuring 1050 sft. (i.e., 840 sft. of built-up area & 210 sft. of common area) of super built up area and undivided share of land to the extent of 68.86 sq. yds. A reserved parking space for two-wheeler and Car, bearing nos. 22 & 12 admeasuring about 15 & 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 13,82,000/-(Rupees Thirteen Lakhs Eighty Two Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 13,82,000/-(Rupees Thirteen Lakhs Eighty Two Thousand Only) in the following manner:

I		
Installment	Amount (Rs.)	
T		Due date of Payment
	6,93,000/-	11 02 2000
		11.03.2008
TIT	2,60,000/-	24.04.2008
111	4,29,000/-	
· · · · · · · · · · · · · · · · · · ·	1,22,000/-	31.12.2008
* -		

- 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.
- The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all 4. delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- The Buyer at his discretion and cost may avail housing loan from Bank / Financial 5. 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.
- The Buyer has handed over the vacant and peaceful possession of the semi-finished 6. apartment bearing no. 304 on third floor in Block '3C' to the Builder for the purposes of completion of construction of the apartment.

For Paramount Builders

For Paramount Builders

R.v. Dhori



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:

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Installment	Amount (Rs.)	
I	6,93,000/-	Due date of Payment 11.03.2008
II	2,60,000/-	24.04.2008
111	4,29,000/-	31.12.2008
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- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 304 on third floor in Block '3C' to the Builder for the purposes of completion of construction of the apartment.

For Paramount Builders

For Paramount Builders

Partner

R. v. Dharia MD



- 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.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st December 2008 provided the Buyer fulfils all his 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 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 agreement. After such intimation, the has not fulfilled the obligations under this 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.

For Paramount Builders

For Paramount Builders

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R. U. Dharia

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- 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.
- 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.

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For Paramount Builders

R.U. Dharia Mage 5

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- 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.
- Stamp duty and Registration amount of Rs. /4, 820/- is paid by way of challan no. 8x1>62, dated OS 03 8, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 13,820/- by the way of Payorder No. 139088, dated 03.03.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad

For Paramount Builders

Partner

For Paramount Builders

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R.U. Dhuria 19

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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	Su Ni- 100 do
	Sy. Nos. 198, 182, 180 & 177
South By	Sy. Nos. 175, 174 & 167
	Sy. No. 159
West By	Sy. No. 198
· · · · · · · · · · · · · · · · · · ·	7

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 304 on the third floor in block no. 3C, admeasuring 1050 sft. of super built-up area (i.e., 840 sft. of built-up area & 210 sft. of common area) together with proportionate undivided share of land to the extent of 68.86 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 22 & 12, admeasuring about 15 and 100 sft. respectively., 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	Open to sky	
South By	Flat No. 303	ĺ
East By	6' wide corridor	ļ
West By	Open to sky	

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:

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For Paranount Builders

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For Paramount Builders

Parmer

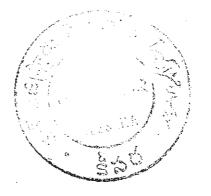
R. U. Dhuria

BUYER

BUILDER

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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:

Partner

WITNESS:

1. 8 . 1 . 7.

2. ____/

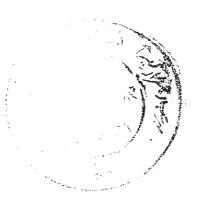
For Paramount Builders For Paramount Builders

BUILDER

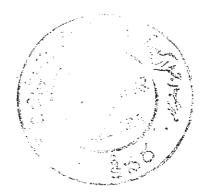
BUYER.

R. U. Dharin

Page 8



REGISTRATION PLAN SHOWING FLAT NO. 304 IN BLOCK NO. '3C' ON THE THIRD FLOOR IN PARAMOUNT RESIDENCY IN SURVEY NOS. 176 (PART) SITUATED AT NAGARAM VILLAGE, MANDAL, R.R. DIST. **KEESARA 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:** 1. MRS. RITA DHARIA, WIFE OF MR. URMIL DHARIA 2. MR. URMIL DHARIA, SON OF MR. RASHMI KANT REFERENCE: SCALE: INCL: **EXCL:** AREA: 68.86 SQ. YDS. OR SQ. MTRS. Total Built-up Area = 1050 sft. Out of U/S of Land = Ac. 3-04 Gts. Open to sky UTILITY 7'10"x3'6" **Location Map** Flat No. 303 Open to sky 6' wide corridor For Paramount Builders mount Builders **WITNESSES:** Partner Partner SIG. OF THE BUILDER R.U Dharia SIG. OF THE BUYER



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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

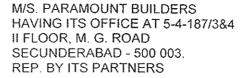
PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER







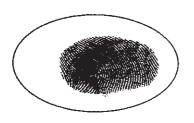


1. MR. SOHAM MODI S/O. MR. SATISH MODI





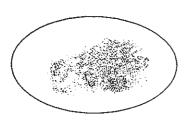
2. MR. SAMIT GANGWAL S/O. MR. S. K. GANGWAL R/O. PLOT NO. 1211, ROAD NO. 60 JUBILEE HILLS HYDERABAD - 500 034.





SPA FOR PRESENTING DOCUMENTS:

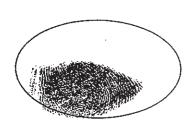
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003.





BUYER:

1. MRS. RITA DHARIA W/O. MR. URMIL DHARIA R/O. H. NO. 1-10-50/1 FLAT NO. 206, DURGA ELITE CHIKOTI GARDEN **BEGUMPET** HYDERABAD - 500 016.





2. MR. URMIL DHARIA S/O. MR. RASHMI KANT R/O. H. NO. 1-10-50/1 FLAT NO. 206, DURGA ELITE CHIKOTI GARDEN **BEGUMPET** HYDERABAD - 500 016.

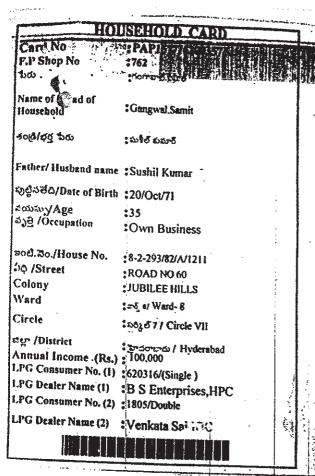
For Paramount Builders

SIGNATURE OF THE EXECUTANTS

For Paramount Builders

R.U. Dharia

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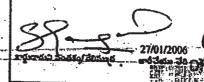


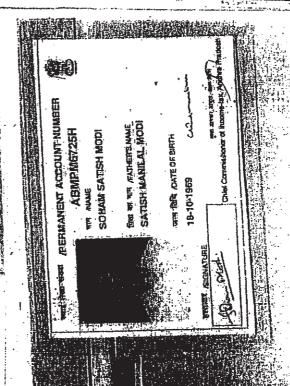


Family Members Details

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S.No		Relat	ion Birt		Age
2	Aspita	Wife	25/	1/72	34
3	Samarth -	Son	29/0	7/00	6

DPL No 102 Jublee Hills club, Jubilee Hills







For Paramdunt Builder Partner

Card No

: PAP167890500671

F.P Shop No

: 905

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Name of Head of

🖫 .. Urmil Dharia

Household

లండ్రి/భర్త పేరు

្នុងឱ្យកន្ទុំ ភាព ភា

Father/ Husband name : Rashmikant Dharia

තුළුනම්ස/Date of Birth: 13/05/1964

వయస్సు/Age

వృత్తి /Occupation : Own Business

ಶಂದೆ.ನಂ/House No. : 1-10-50/1/206

54 /Street CHROTIGARDEN

Colony

*DURGA LLEEF APPARTMENT

Ward

Circle

Circle VIII

ಜಿಲ್ಲ್ /District

Typerine / Hyderabad

Annual Income (Rs.) : 200,000

LPG Consumer No. (1) : 4328/(Single)

LPG Dealer Name (1) Navratna Enterprises IOC

LPG Consumer No. (2) ./

LPG Dealer Name (2)





Family Members Details

Jetans .						
S.No		Relation	Date of Birth	Age		
- 2	Rita U Dharia	Wife	05/02/66	40		
3	Vidhi U Dharia	Daughter	04/06/89	17		
1	Puja U Dharia	Daughter	20/06/91	15		

SK. MUU TAR AHMEI

/Sr. Audicon, Joseph. 18/0 D.P. L.I.C. No. 115 జాకీరోయు రేవి ఎమ్.ఆర్.ఒ / ఎ.ఎన్.ఒ

R. U. Dhar!

