

Sto.Wio.Dia... For whom...

PEERZADIGUDA UPPAL,R.R. Dist

# SALE DEED

This Sale Deed is made and executed on this the 5 day of March 2008 at Secunderabad by:

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. Sohani Modi, S/o. Sri Satish Modi, aged about 37 years Occupation: Business and its Partner Mr. Samit Gangwal, S/o. Mr. S. K. Gangwal, aged about 34 year. Occupation: Business, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee, etc.).

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

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

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

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.).

For Paramount Builders

K. Proof that Reddy, Slo. Mr.K.P.Reddy, Occupation: Service,
(0). \$4-187/3 & 4, 3rd, Floor, Schem Mansion, M.G.Road, Secundershad.
Attested SPA, through Special Power of Attendary, Vide Dec. No. (0) (2) 07
Registered at SRO, Shammpet, R.R. (5)84

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#### IN FAVOUR OF

MR. V. SASIDHARAN, SON OF MR. VELAYUDHAN, aged about 51 years, residing at Plot No. 275, Srinivas Nagar, Kapra, ECIL Post, Hyderabad - 500 062, 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 Slri 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 all the resources of 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%

For Paramount Builders

Partner

For Paramount Builders

1713 8 ا رائن ه ENDORSEMENT fied that the following amounts have 1. Helicolos Motomp papers Rs. 100 2. mie ein wiel ebalian Jul. S. (1899) Rs. 35460 Elim life stringer (17.410 % Rs. 4. 21 8'm *ii1* II. 7 rs-2. In .... Rs-III. Registration and 1. in the space of challan Rs.2540 2. in the shape of cash Rs IV. User Charges 1. in the snape of challan Rs. 00 2. in the shape of cash Rs -38.200 SUB REGISTRAR KEESARA . ప్ర**స్తకము 2008** నంక (శా.శ.1878) నంక్రి పు ియాగికుం. స్వా**నింగ్** 1712...8 ుమిక్తం గుర్తింపు 🖯 ఇవ్వడమైనది 100 xoll... Aug 2

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- 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.
- 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:

a. Shri. B. Anand Kumar - 27%
b. Shri. N. Nara Reddy Kiran Kumar - 20%
c. Shri. M. Kanta Rao - 37%
d. Shri. Kanta Reddy - 16%

- 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.
- I. M/s. Bhragavi Developers 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'.
- J. 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.

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- K. M/s. Bhargavi Developers 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.

- L. By virtue of above referred documents, the M/s. Bhargavi Developers 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 Buyer is desirous of purchasing a semi-deluxe apartment bearing flat no. 402 on Fourth floor, in block no. '3C' having a super built-up area of 820 sft.(i.e., 656 sft. of built-up area & 164 sft. of common area) together with undivided share in the scheduled land to the extent of 53.78 sq. yds. and a reserved parking space for two wheeler and car bearing nos. 29 & 14 admeasuring about 15 and 100 sft. respectively, in the building known as Paramount Residency and has approached the Vendor, such apartment is hereinafter referred to as the Scheduled Apartment.
- N. 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 various agreements.
- O. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Paramount Residency. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- P. 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. 5,08,000/- (Rupees Five Lakhs Eight Thousand Only) and the Buyer has agreed to purchase the same.

O. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.

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For Paramount Builders

Partner

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R. The Original Owners at the request of the Vendor and Buyer are joining in execution of this agreement so as to assure perfect legal title in favour of the Buyer and to avoid in future any litigations. The Original Owners have has no share in the sale consideration agreed herein.

# NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- 1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the Semi-deluxe apartment bearing flat no. 402 on Fourth floor in block no. '3C', having a super built-up area of 820 sft. (i.e., 656 sft. of builtup area & 164 sft. of common area) in building known as Paramount Residency together with
  - a. undivided share in scheduled land to the extent of 53.78 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 29 admeasuring about 15 sft.
  - c. A reserved car parking space bearing no. 14 admeasuring about 100 sft. situated at Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of Rs. 5,08,000/- (Rupees Five Lakhs Eight Thousand Only). The Vendor hereby admit and acknowledge the receipt of the said consideration.
- 2. The Vendor hereby covenant that the undivided share in Scheduled Land & the Scheduled Apartment belong absolutely to it by virtue of various registered agreements referred to herein in the preamble of this Sale Deed and has therefore absolute right, title or interest in respect of the Scheduled Apartment.
- 3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
- 4. The Vendor have this day delivered vacant peaceful possession of the Scheduled Apartment to the Buyer.
- 5. Henceforth the Vendor shall not have any right, title or interest in the Scheduled Apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
- 6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Apartment unto and in favour of the Buyer in the concerned departments.

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- 7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
- 8. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.
- 9. The Buyer do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Paramount Residency as follows:-
- a. The Buyer shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartment/parking space in PARAMOUNT RESIDENCY.
- b. That the Buyer has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Buyer shall not hereafter, raise any objection on this account.
- c. That the Buyer shall become a member of the Paramount Residency Owners Association that has been / shall be formed by the Owners of the apartments in PARAMOUNT RESIDENCY constructed on the Schedule Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the 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.
- d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the PARAMOUNT RESIDENCY, shall vest jointly with the owners of the various tenements/ apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.

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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
East By	Sy. No. 159
West By	Sy. No. 198

# SCHEDULE 'B'

# SCHEDULE OF APARTMENT

All that portion forming semi-finished semi-deluxe apartment no. 402 on the fourth floor in block no. 3C, admeasuring 820 sft. of super built-up area (i.e., 656 sft. of built-up area & 164 sft. of common area) together with proportionate undivided share of land to the extent of 53.78 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 29 & 14. 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	6' wide corridor	
South By	Open to sky	
East By	Flat No. 401	
West By	Open to sky	

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For Paramount Builders

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For Paramount Builders

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**VENDOR** 

For Mr. B. Anandi Kumar & Others

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# ANNEXTURE-1-A

1. Description of the Building

: semi-deluxe flat bearing no. 402 on the fourth floor, in block '3C' of Paramount Residency, situated at Sy. No. 176, Nagaram Village, Keesara Mandal, Ranga Reddy District.

(a) Nature of the roof

: R. C. C. (G+5)

(b) Type of Structure

: Framed Structure (semi-finished)

2. Age of the Building

: New

3. Total Extent of Site

: 53.78 sq. yds., U/S Out of Ac. 3-04 Gts.

4. Built up area particulars

(a) Ceilar, Parking Area

(b) In the Ground Floor

: 115 sft. Parking space for two wheeler and Car,

Bearing Nos. 29 & 14.

(c) In the First Floor

(d) In the Second Floor

: 820 sft.

(e) In the Third Floor

(f) In the Fourth Floor

(g) In the Fifth Floor

5. Annual Rental Value

6. Municipal Taxes per Annum

7. Executant's Estimate of the MV of the Building

: Rs. 5,08,000/-

For Paramount Builders

For Paramount Builders

Date: 05.03.2008

Signature of the Executants

# CERTIFICATE

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

For Paramount Builders

Farmer

Partner

For Paramount Builders

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Date: 05.03.2008

Signature of the Executants

8 14 September 19 September 19

REGISTRATION P	LAN SHOWING	FLAT NO. 402	IN BLOCK NO. '3C'		
•	:	ON THE FOU	RTH FLOOR IN PARAN	OUNT RESIDE	NCY
IN SURVEY NOS.	176				SITUATED A
	NAGARAM VILL	AGE,	KEESARA		MANDAL, R.R. DIS
VENDOR:	M/S. PARAMOU	NT BUILDERS.	REPRESENTED BY ITS	S PARTNERS	
	MR. SOHAM MC	DI. SON OF MI	R. SATISH MODI		
	MR. SAMIT GAN	GWAL, SON O	F MR. S. K. GANGWAL		
BUYER:	MR. V. SASIDHA	RAN, SON OF	MR. VELAYUDHAN		*
REFERENCE: AREA: 53.7	SCAL 78 SQ. YD		INCL: SQ. MTRS.		EXCL:
Total Built-up Area Out of U/S of Land	= 820 sft.	***************************************			
	BALCONY 8'6"×4'0"  Open to sky	Open to sk	S wide Corridor	Lo	cation Map
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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





### VENDORS:

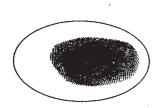
M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. BY ITS PARTNERS

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. ff

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For Parsmount Builders
Partner

For Paramount Builders -

Partner

SIGNATURE OF THE EXECUTANTS

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# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908. FINGER PRINT** PASSPORT SIZE SL.NO. **NAME & PERMANENT** IN BLACK **PHOTOGRAPH** POSTAL ADDRESS OF (LEFT THUMB) **BLACK & WHITE** PRESENTANT / SELLER / BUYER BUYER: MR. V. SASIDHARAN S/O. MR. VELAYUDHAN R/O. PLOT NO. 275 SRINIVAS NAGAR KAPRA, ECIL POST HYDERABAD - 500 062. REPRESENTATIVE; G. PRADEEP KUMBR MR. G. DHAN RAT NEW BOWNERALLY SEC. BAD. For Paramount Builders For Paramount Builders SIGNATURE OF WITNESSES:

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

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

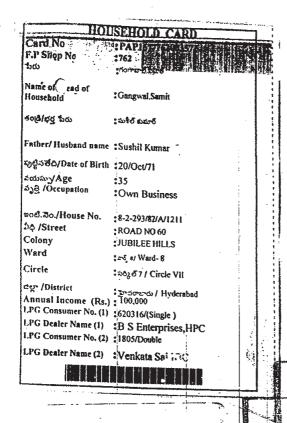
SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

SIGNATURE OF EXECUTANTS

Partner

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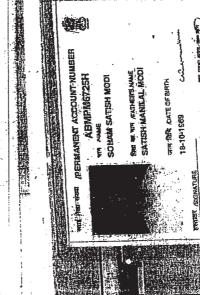


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3	Samarth	Kon	29/	7/00	6

DPL No 102 Jublee Hills club, Jubilee Hills



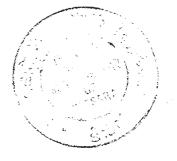


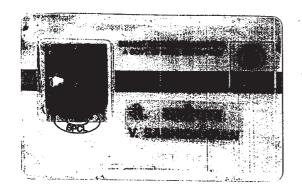


For Paramount Builders

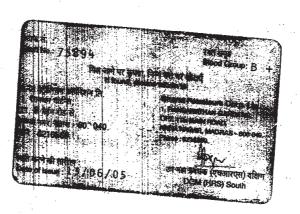
For Phryshhuhr Builders

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G.NARSAIAH S.V.L. No.11 of 2006 PEERZADIGUDA UPPAL,R.R. Dist

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the

day of March 2008

15.4-187/3&4, II Floor, Soham Mansion, M. G. Koad, 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 and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. V. SASIDHARAN, SON OF MR. VELAYUDHAN, aged about 51 years, residing at flot No. 275, Srinivas Nagar, Kapra, ECIL Post, Hyderabad - 500 062, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Paramount Builders

For Paramount Builders

Page 1



K. Prabhakar Reddy, Sto. Mr.K.P.Reddy, Occupation: Service,
(0). 5-4-187/3 & 4, 3rd, Floor, Schem Mansion, M.G.Road, Secunderabad.

Attacted SFA, through Special Power of Attornery, Vide Doc. No. 101 2007,
Registered at SRO, Shamirpet, R.R. Dist.

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Remmotion Sto. Novoyona Rasa. ozi Senin R/o. 1-10-168/A, Boskenbogh, Ay I.

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#### WHEREAS:

- A. The Buyer under a Sale Deed dated os. v3. v8 has purchased a semi-finished, Semi-deluxe apartment bearing no. 402, on the Fourth floor in block no. '3C', admeasuring 820 sft. (i.e., 656 sft. of built-up area & 164 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 53.78 sq. yds.
  - b. A reserved two wheeler parking space bearing no. 29 admeasuring about 15 sft.
  - c. A reserved car parking space bearing no. 14 admeasuring about 100 sft. This Sale Deed is registered as document no. 1013/08 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. 402 on fourth 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.
- 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. 402 on the fourth floor in block no. '3C', admeasuring 820 sft. .(i.e., 656 sft. of 'built-up area & 164 sft. of common area) of super built up area and undivided share of land to the extent of 53.78 sq. yds. A reserved parking space for two-wheeler and Car, bearing nos. 29 & 14 admeasuring about 15 & 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 10,54,000/- (Rupees Ten Lakhs Fifty Four Thousand Only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 10,54,000/- (Rupees Ten Lakhs Fifty Four Thousand Only) in the following manner:

Installment	Amount (Rs.)	Due date of Payment		
I,	5,24,000/-	15.01.2008		
II	2,00.000/-	01.03.2008		
III	3,30.000/-	31.12.2008		

For Paramount Builders

Partner

For Paramount Builders

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- 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 1 month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 60 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. 402 on fourth floor in Block '3C' 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 31st December 2008 provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.

For Paramount Builders

For Paramount Builders

Partner

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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 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 Paramount Builders

For Paramount Builders

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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. 11540/- is paid by way of challan no. 551764, dated 55-53.08, drawn on State Bank of Hyderabad, Keesara Branch, R. R. District and VAT paid an amount of Rs. 10, 540/- by the way of Payorder No. 139090, dated 53.08, 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, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177	
South By	Sy. Nos. 175, 174 & 167	
East By	Sy. No. 159	
West By	Sy. No. 198	

#### SCHEDULE 'B'

#### **SCHEDULE OF APARTMENT**

All that portion forming semi-finished semi-deluxe apartment no. 402 on the fourth floor in block no. 3C, admeasuring 820 sft. of super built-up area (i.e., 656 sft. of built-up area & 164 sft. of common area) together with proportionate undivided share of land to the extent of 53.78 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 29 & 14, 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	6' wide corridor	4.54 T. J. C. C. C. C.	
South By	Open to sky		
East By	Flat No. 401		
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 Paramount Builders

Partner

For Paramount Builders

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**BUILDER** 



	SCHEDULE OF SPECIFICATION OF CONST	ATION FOR RUCTION	
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 ceramio riles dado, SS sink	
Plumbing	GI & PVC pipes	GI & PVC pipes	
Lofts	Lofts in each bedroom & kitchen	Lofts in each bodroom & 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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or Paramount Builders

Partner

For Paramount Builders

BUILTER

BUYER.



REGISTRATION P	LAN SHOWING	FLAT NO. 4	02 IN BLOCK NO. '3C'		
q		ON THE FO	OURTH FLOOR IN PARA	MOUNT RESID	ENCY
IN SURVEY NOS.	176 (PART)			-	SITUATED AT
	NAGARAM VILI	_AGE,	KEESARA		MANDAL, R.R. DIST
BUILDER:	M/S. PARAMOL	JNT BUILDER	S REPRESENTED BY I	TS PARTNERS	-
	MR. SOHAM M	ODI, SON OF	MR. SATISH MODI		
	MR. SAMIT GA	NGWAL, SON	OF MR. S. K. GANGWA	\L	
BUYER:	MR. V. SASIDH	IARAN, SON C	OF MR. VELAYUDHAN		
REFERENCE: AREA: 53	SCA 78 SQ. Y	LE: DS. OR	INCL: *SQ. MTRS.		EXCL:
Total Built-up Area Out of U/S of Land		Open to    Open to	LINIAN IIII	6' wide corridor	Location Map
WITNESSES:  1.   A.		For Paral	Partner	•	Partner SIG. OF THE BUILDE
2. Jung					SIG. OF THE BUYE

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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

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





**BUILDER:** 

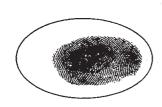
M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP. BY ITS PARTNERS

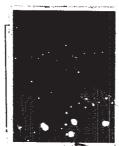
1. MR. SOHAM MODI S/O. MR. SATISH MODI





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





SPA FOR PRESENTING DOCUMENTS:

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

SIGNATURE OF WITNESSES:

1. PS

For Paramount Builders
Partner

For Paramount Builders

SIGNATURE OF THE EXECUTANTS

Partner

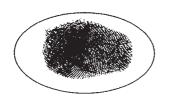
## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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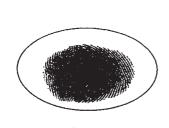
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

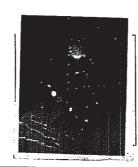




#### **BUYER:**

MR. V. SASIDHARAN S/O. MR. VELAYUDHAN R/O. PLOT NO. 275 SRINIVAS NAGAR KAPRA, ECIL POST HYDERABAD - 500 062.





REPRESENTATIVE;

MR. G. PRADEEP KIVMAR S/o. MR. G. DHAN RAJ Plo. 1-10-263 NEW BOWNEPALLY

SEC-BAD.

SIGNATURE OF WITNESSES:

For Pachmount Buildars Partner

For Paramount Builders

Partner SIGNATURE OF EXECUTANTS

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

I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. 5 Prodeep tumor, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Keesara, Ranga Reddy District.

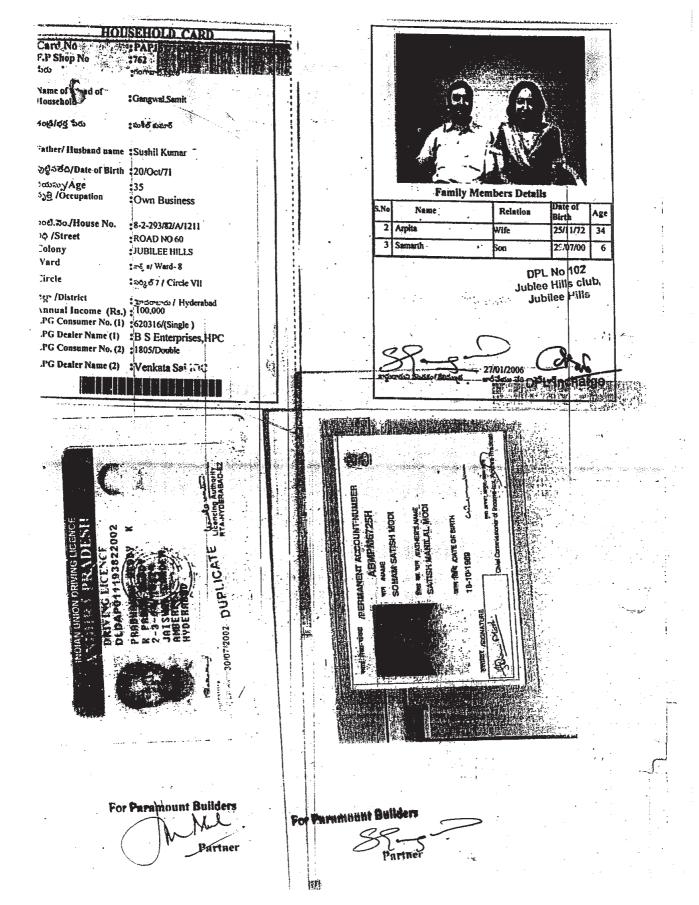
SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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