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5-4-78/A, Callar, Ranigums SECUNDERABAL-500 003

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the day of August 2007 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 Occupation: Business and its partner Mr. Samit Gangwal S/o. Mr. S. K. Gangwal, aged about 34 year, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

**AND** 

MR. GOLI SRINIVASA REDDY, SON OF MR. G. VARAPRASAD REDDY, aged about 3 years, residing at Flat No. B-206, Sai Spurthi Housing Complex, Kakatiya Nagar, Chintal, Hyderabad - 500 054, 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

Partner

o. Live felf

శిందికి కాడి**న్ పేజా మొక్తము** కాగిరముల సంఖ్య....!\ **ఈ కాగితము వరు**స సం<sub>్రా</sub>..... A8 - 826 - EV 20075 No!!... Orap ... 30. 24 ... 38 MANAGE THE SHIP SHIP SHIP SHIP 1. K. Prabhaka 1. 1dg వే లివుస్తుడ్డా అంది. ప్రాట్లు స్ట్రామికి స్ట్టానికి స్ట్రామికి స్ట్రామికి స్ట్రామికి స్ట్రామికి స్ట్రామికి స్టామికి స్ట్రామికి స్ట్రామికి స్ట్రామికి స్ట్రామికి స్ట్రామికి స్ట రూ...(ంత్ర్...లు వెబ్దింధినారు. The Olas Signature **వాసియిచ్చినట్లు ఓప్పు**కొన్నది ఎడమ బౌటన (సేలు That Resput. Ho. K.P. Reddy our Serie (e) 5-4-187/364, Beflow, Sottom monsion, m. a. Road Seibad attested through SPA for presentation of Downers Vide SPB No. 1/2007, or SKO, Storneepet, R.R.DIH Co Lina lef sto. Co. Varaprosad Riday కోతు కొటన (వేత RIO. Flatno. B-206, Sai Sp with Housing Complise Kakatiya nagan, Chrintas, Hyd-054 రూపించిన**డి** Berny N. Parouathelswana Sharma Ho. H.V.V. Latyananyana Rlo. Plotus. 210, Pragalle Nagan rea A.S. Kapragan, Idya. 1 - 1 - 1 TiPredes sto. SiDtonnof our Senin K/o. 1-10-263; New Burnpolly, See'bod-11. 2007 x x 011 . . (27.4) 24 x 50 x 5-0 8 7 50 

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 24.08.07 has purchased a semi-finished, semi-deluxe apartment bearing no. 407 on the fourth floor in block no. 'A', admeasuring 1600 sft. of super built up area(i.e., 1280 sft. of built-up area & 320 sft. of common area) in residential apartments styled as 'Paramount Residency' forming part of Sy. No. 176 situated at Nagaram Village, Keesara Mandal, R. R. District, together with:
  - a. Proportionate undivided share of land to the extent of 104.93 sq. yds.
  - b. A reserved two wheeler parking for bearing no. 34 admeasuring 15 sft.
  - c. Car parking space bearing no. 18, admeasuring 100 sft.

This Sale Deed is registered as document no. 10505 07, in the office of the Sub-Registrar, Shameerpet. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.

- B. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- C. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 407, on the fourth floor in block no. 'A' 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. 407 on the fourth floor in block no. 'A', admeasuring 1600 sft. of super built up area (i.e., 1280 sft. of built-up area & 320 sft. of common area) and undivided share of land to the extent of 104.93 sq. yds. A reserved parking space for two-wheeler, bearing no. 34 admeasuring 15 sft. and a reserved parking space for car bearing no. 18, admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 13,25,500/- (Rupees Thirteen Lakhs Twenty Five Thousand Five Hundred only).
- 2. The Buyer shall pay to the Builder the balance consideration of Rs. 13,25,500/- (Rupees Thirteen Lakhs Twenty Five Thousand Five Hundred only) in the following manner:

| Installment | Amount(Rs.) | Due date of payment |
|-------------|-------------|---------------------|
| I           | 5,63,900/-  | 15.02.2007          |
| II          | 2,85,600/-  | 15.03.2007          |
| III         | 4,76,000/-  | 01.10.2008          |

For Parambunt Builders

Partner

For Paramount Builders

Partner

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MSEMENT UNDER SECTIONS 41 AND 42 OF ACT II OF 1893

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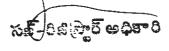
Increase the proper deficit Stamp duty of Ps 13.155 has been levied in respect of this instrument from an the basis of the Market Value/vanside/ration of Rs.13.25,500

SUB-REGISTRAR OFFICE

(Under the Indian Stamo Acs

An Amount of its 13155 towards Stamp Duty Including Transfer Duty and Rs...Loop.....towards Registration Fee was paid by the party through Challan Receipt Number 654182 Bared 24 843 at S.B.H. Bank Thumkunte Branch

1వ ఫుస్త్రకము 2007 సం!! (శా.శ 1929 ) సం!! పు నిమిత్డం దుక్తింపు నెంజరు 1516 - I - .. (స్ట్రెస్) మంచి 2007 ఇవ్వదమైనది 





- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 2 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 407 on the fourth floor in block no. 'A' 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 01<sup>st</sup> October 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

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- The Builder upon completion of construction of the Apartment shall intimate to the 10. 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.
- The Buyer upon taking possession of the apartment shall own and possess the same 11. absolutely and shall have no claims against the Builder on any account, including any
- The Buyer upon receipt of the completion intimation from the Builder as provided 12. 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
- The Buyer agrees that under no circumstances including that of any disputes or 15. 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 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 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 6. Siminor July

For Paramount Ruilders

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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 the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder provided herein.
- 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. 14,20/- is paid by way of challan no. 654192, dated 94.8.0, drawn on State Bank of Hyderabad, Tumkunta Branch, R. R. District and VAT an amount of Rs. 13,255/- paid by way of Payorder No. 135054, dated 24.8.07, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

for Paramount Builders

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For Paramount Builders

Partner

## 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. 407 on the fourth floor in block no. 'A', admeasuring 1600 sft. of super built-up area (i.e., 1280 sft. of built-up area & 320 sft. of common area) together with proportionate undivided share of land to the extent of 104.93 sq. yds. and a reserved parking space for two wheeler and car on the stilt floor bearing nos. 34 & 18, 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.408                    |  |
| East By  | Open to sky                    |  |
| West By  | 6' wide corridor & open to sky |  |

For Paramount B

For Paramount Builders

Partner

For Mr. B. Analud Kumar & Others

Soham Modi, (GPA Holder)

BUYER

[本句資金数] (100 (100 ) (

105-06725



|                                   | SCHEDULE OF SPECIOD OF COMPLETION OF CO            |  |
|-----------------------------------|--|--|
|                                   | COMPLETION OF CO                                   | NSTRUCTION   |
| 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 -<br>Drawing &<br>Dining | Ceramic tiles                                      | Marble slabs                                       |
| Flooring –<br>Bedrooms            | Ceramic tiles                                      | Marble tiles                                       |
| Door frames                       | Wood (non-teak)                                    | Wood (non-teak)                                    |
| Doors                             | Panel main door, others flush doors                | All panel doors                                    |
| Electrical                        | Copper wiring with modular switches                | Copper wiring with modular switches                |
| Windows                           | Powder coated aluminum sliding windows with grills | Powder coated aluminum sliding windows with grills |
| Bathroom                          | Designer ceramic tiles with 7' dado                | Designer ceramic tiles with 7' dado                |
| Sanitary                          | Raasi or similar make                              | Raasi or similar make                              |
| C P fittings                      | Standard fittings                                  | Branded CP Fittings                                |
| Kitchen platform                  | Granite tiles, 2 ft ceramic tiles dado, SS sink.   | Granite slab, 2 ft ceramic tiles dado; SS sink.    |
| Plumbing                          | GI & PVC pipes                                     | GI & PVC pipes                                     |
| Lofts                             | Lofts in each bedroom & kitchen                    | Lofts in each bedroom & kitchen                    |

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

Partner

WITNESS:

1. Benn?.
2. 1. 1.

For Paramount Builders

Parince

BUILDER

BUYER.

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| ఈ <b>లా</b> నిక్కువ క <b>రుస సంఖ్య</b> . | 2                          |
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REGISTRATION PLAN SHOWING SEMI-FINISHED FLAT NO. 407 IN BLOCK NO. 'A' ON THE FOURTH FLOOR IN PARAMOUNT RESIDENCY IN SURVEY NOS. 176 (PART) SITUATED AT NAGARAM VILLAGE, KEESARA MANDAL, R.R. DIST. 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: MR. GOLI SRINIVASA REDDY, SON OF MR. G. VARAPRASAD REDDY REFERENCE: AREA: SCALE: 104.93 INCL: SQ. YDS. OR EXCL: SQ. MTRS. Total Built-up Area = 1600 sft. Out of U/S of Land = Ac. 3-04 Gts. 6' wide corridor & Open to sky Flat No. 408 मिलाल Location Map Open to sky PRINTER Open to sky For Paramount Builders For Paragrount Builders Partner Barnon J. J. J. Partner SIG. OF THE BUILDER

SIG. OF THE BUYER

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|--------------------------------------|---------------|
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| <b>ఈ కా</b> గిళిము <b>నరుస</b> సంఇ్య | *********     |
| •                                    | స్-రిజిస్టార్ |



# 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





### **BUILDER:**

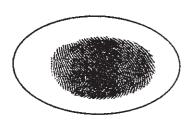
M/S. PARAMOUNT BUILDERS HAVING ITS OFFICE AT 5-4-187/3&4 II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. **REP. BY ITS PARTNERS** 

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





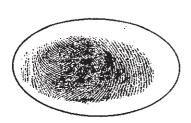
2. MR. SAMIT GANGWAL S/O. MR. S. K. GANGWAL R/O. PLOT NO. 1211, ROAD NO. 60 JUBILEE HILLS HYDERABAD - 500 034.





## 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.





### BUYER:

MR. GOLI SRINIVASA REDDY S/O. MR. G. VARAPRASAD REDDY R/O. FLAT NO. B-206 SAI SPURTHI HOUSING COMPLEX KAKATIYA NAGAR CHINTAL HYDERABAD - 500 054.

For Panimount Builders Partner

For Paramount Builders

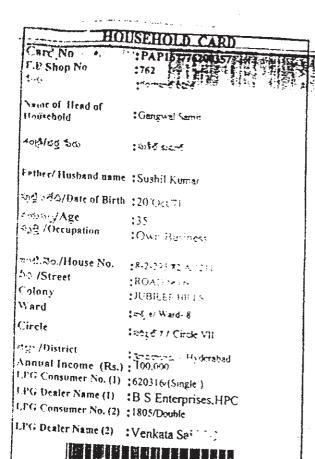
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SIGNATURE OF EXECUTANTS

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Family Members Details

| S.No | . 14140 | Relation | Date of<br>Birth | Age |
|------|---------|----------|------------------|-----|
| 2    | Arpita  | Wife     | 25/11/72         | 34  |
| 3    | Samarch | · Son    | 29/07/00         | 6   |

DPL No 102 Jublee Hills club. Jubilee Hills

27/01/2006

CONTISON DUPLICATE

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For Paramount Builders Fartaer

For Purumbunt Builders

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**Family Members Details** 

| S.No     | TVAILLE.          | Relation | Date of<br>Birth | Age |
|----------|-------------------|----------|------------------|-----|
| <u> </u> | Renuka            | Wife     | 04/12/79         | 26  |
| 3        | Jayavardhan Reddy | Son      | 18/01/99         | 6   |

QU HJEULLAPUR Z.P.H :

07/08/2005

జారీచేయు తేది - ఎమ్.ఆర్ .ఒ / ఎ .ఎస్ .ఒ

HOUSEHOLD CARD

Card No F.P Shop No

PAP1588218A0384

218

పేహ గోలి . శ్రీనివాస రెడ్డి Name of Head of

Household

Goli . Srinivasa Reddy

తండి/భర్త పేరు

వర్మపసాద రెడ్డి

Father/ Husband Name

Varaprasada Reddy

ಕುಟ್ಟಿನಡೆದಿ/Date of Birth

10/06/1973

వయస్పు/Age

వృత్త /Occupation

32

: Employee-Private

ಇಂಟಿ.ನಂ./House No.

: 6-219/2

వీథి /Street

: VANI NAGAR

Colony

: CHINTAL

Ward No.

వర్డ్ 11/ Ward-11

Municipality

కుతుబుల్లపూర / Qutubullapur

ಜೆಲ್ಲ್ /District

ਠਿਨ ਰੋਫ਼੍ਰੈ / Ranga Reddy

Annual Income (Rs.)

100,000

LPG Consumer No.

12921/( Double )

LPG Dealer Name

Rajarajeswari Gas Ag , BPC

O. Sirina Pul)

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| ఈ ಕ್ ಗಿಶಮ            | వరుస సంఖ్య             | 3······            | ••• |

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