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09AA 598311

Date : 17-02-2006 Serial No : 1,431 Denomination : 100

Purchased By :
DEBASHISH GHOSHFor Whom :
SELFS/O S.K.GHOSH
R/O HYDERABAD**AGREEMENT FOR CONSTRUCTION**

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This Agreement for Construction is made and executed on this the 20th day of February 2006 at Secunderabad by and between:

M/S. SUMMIT BUILDERS, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 35 years, hereinafter referred to as the **Builder** (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

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MR. DEBASHISH GHOSH, SON OF MR. S. K. GHOSH, aged about 29 years, residing at Flat No. 305, Mayflower Park, Block 'B', Mallapur, Hyderabad - 500 076, 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 SUMMIT BUILDERS

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[Signature]

Debashish Ghosh

Page 1

Partner

Page 2

Debashish Ghosh

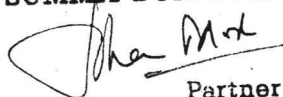
WHEREAS:

- A. The **Builder** is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about 4,375 sq. yds., situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, (hereinafter the said land is referred to as "**The Scheduled Land**") by virtue of under given registered sale deeds executed in favour of the **Builder** by the former owners Sri Karipe Narsimha, & Sri Alla Muralikrishna Reddy.

Sale Deed Dated	Schedule and area of land	Document No.	Registered with
24/05/2004	1,815 Sq. yds.	6020/2004	Sub Registrar, Uppal, R. R. Dist.
24/05/2004	2,560 Sq. yds.	6022/2004	Sub Registrar, Uppal, R. R. Dist.

- B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The **Builder** herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under above referred two registered sale deeds.
- C. The **Builder** has proposed a scheme of developing the Scheduled Land by constructing apartments thereon and for this purpose has obtained technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/1559/2004-2005 dated 10/01/2005 from Kapra Municipality.
- D. The **Builder** has named and styled the project of development of the Scheduled Land as SILVER OAK APARTMENTS.
- E. The **Buyer** has purchased a semi-finished standard apartment bearing no. 303, on the third floor, admeasuring 950 sft. of super built up area together with proportionate undivided share of land to the extent of 47.50 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 51 admeasuring 15 sft. respectively under a Sale Deed dated 16.02.2006 registered as document no. 2493/06 in the Office of the Sub-Registrar, Uppal. 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.
- F. The **Buyer** is desirous of getting the construction completed with respect to the scheduled apartment by the **Builder**.
- G. The **Buyer** as stated above had already purchased the semi-finished apartment bearing no. 305 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent agreements.
- H. 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.

For SUMMIT BUILDERS


Partner

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Debanish Ghosh

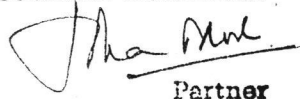
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The **Builder** shall complete the construction for the **Buyer** a standard apartment bearing no. 303 on the third floor, admeasuring 950 sft. of super built up area and a reserved parking space for a two wheeler on the stilt floor bearing no. 51 admeasuring 15 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 1,87,500/-.
2. The **Buyer** shall pay to the **Builder** the above said consideration of Rs. 1,87,500/- in the following manner:

S. No.	Amount	Due date of payment
1.	22,070/-	1 st July 2006
2.	82,714/-	1 st October 2006
3.	82,716/-	31 st December 2006

3. 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 3 months from the due date.
4. 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**.
5. The **Buyer** has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 303 to the **Builder** for the purposes of completion of construction of the apartment.
6. 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.
7. 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**.
8. The **Builder** shall complete the construction of the Apartment and handover possession of the same by 31st December 2006 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.
9. 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.

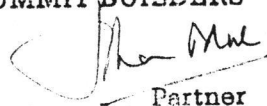
For SUMMIT BUILDERS


Partner

Debashish Ghosh

10. 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.
11. 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.
12. 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**.
13. 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 Silver Oak Apartments project.
14. 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 Silver Oak Apartments 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.
15. It is hereby agreed and understood explicitly between the parties hereto that 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 construction of the Apartment under this agreement, or the sale deed..
16. Any delay or indulgence on the part of the **Builder** in enforcing any of the terms of this agreement or 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.
17. 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.
18. 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.
19. 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.

For SUMMIT BUILDERS


Partner

Page 4

Debarshik Ghosh

20. 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.
21. 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.

**SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION**

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Luppam finish with OBD	Luppam finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Non-teak wood	Non-teak wood	Teak wood
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors – moulded
Electrical	Copper wiring with standard switches	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	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Marc / Jaguar
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	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	GI & PVC pipes
Lofts & Shelves	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments

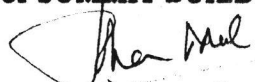
IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

For SUMMIT BUILDERS

WITNESS:

1. 
(K. P. Reddi)

2. 


BUILDER

Debansh Ghosh

BUYER.

SECTION PLAN SHOWING

SEMI-FINISHED FLAT NO. 303

ON THE THIRD FLOOR IN SILVER OAK APARTMENTS

IN SURVEY NOS. 290 (P)

SITUATED AT

CHERLAPALLY VILLAGE,

GHATKESAR

MANDAL, R.R. DIST.

BUILDER:

M/S. SUMMIT BUILDERS, REPRESENTED BY ITS PARTNER

SRI SOHAM MODI, SON OF SRI SATISH MODI

BUYER:

SRI DEBASHISH GHOSH, SON OF SRI S. K. GHOSH

REFERENCE:

AREA: 47.50

SCALE:

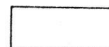
SQ. YDS. OR

INCL:

SQ. MTRS.



EXCL:

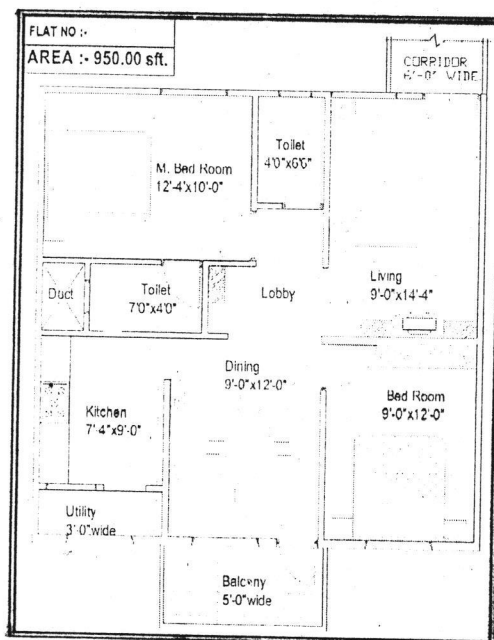


Total Built-up Area = 950 sft.

Out of U/S of Land = 4,375 sq. yds.

10' WIDE CUTOUT & 6' WIDE CORRIDOR

FLAT NO. 304



FLAT NO. 302



OPEN TO SKY

For SUMMIT BUILDER

[Signature]

Partner

SIG. OF THE BUILDER

[Signature]

SIG. OF THE BUYER

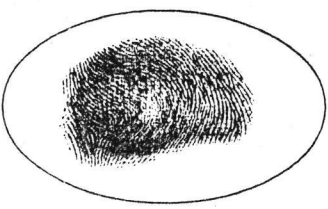
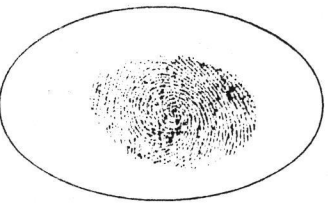
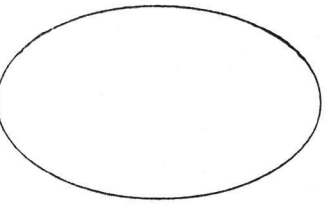
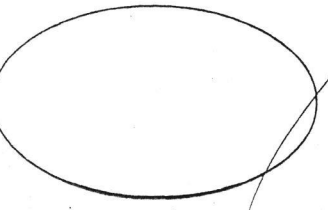
WITNESSES:

1. *[Signature]*
(K. P. Reddy)

2. *[Signature]*

[Signature]
Partner

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

Sl.No.	FINGER PRINT IN BLACK INK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT/SELLER/ BUYER
			VENDOR:- M/s. SUMMIT BUILDERS Having its 105 5-4-187/3 & 4 M. G. ROAD, SEC-RAD-003, REP. BY ITS Partner Mr. SOHAM MODI S/o. SATISH MODI MR. DEBASHISH GHOSH S/o. MR. S.K. GHOSH Flat NO. 305, MAYFLOWER Park, Block 'B', Mallapur, HYDERABAD - 076.
			
		PASSPORT SIZE PHOTO BLACK & WHITE	
		PASSPORT SIZE PHOTO BLACK & WHITE	

SIGNATURE OF WITNESSES :

- _____
- _____

For SUMMIT BUILDERS



Partner

SIGNATURE OF THE EXECUTANT'S

Debashish Ghosh