

6840/07

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

H 352482

K. Srinivas

SVL No. 26/98, R.No. 11/2007
City Civil Court
SECUNDERABAD.

20/04/2007
Phani Kumar

D.N. Muthy

M/S. Summit Builders

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 31st day of May 2007 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 37 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. K. PREMA KUMAR, SON OF LATE MR. GANESWARA RAO, aged about 36 years, residing at 1-303/29, Sriramnagar Colony, Kapra, ECIL, 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).

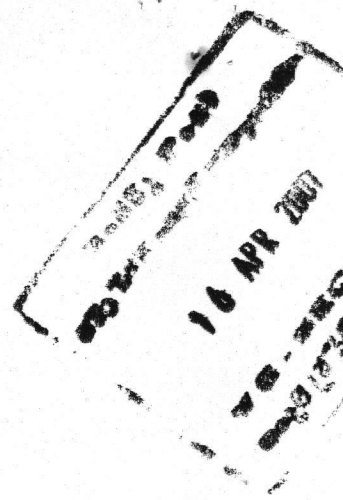
For SUMMIT BUILDERS

Soham Modi
Partner

K. Prema Kumar

Certified that the stamp duty borne by this document is denoted w/s 16 of I.S. Act on the subsequent Sale deed registered as No. 6840 of 200 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.

[Signature]
SUB-REGISTRAR

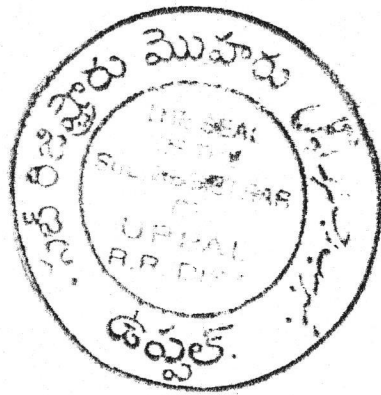


Under Section 42 of Act 1 of 1944 No. 6840 of 200. Date 1/6/07

I hereby certify that the proper deficit stamp duty of Rs. 1400 Rupees one thousand four hundred only has been levied in respect of this instrument from Sri. Soham Modi on the basis of the agreed Market Value consideration of Rs. 150000 being higher than the consideration agreed Market Value.

S.R.O. Uppal
dated 1/6/07

[Signature]
Sub-Registrar
and Collector S.S. 41 & 4
INDIAN STAMP ACT



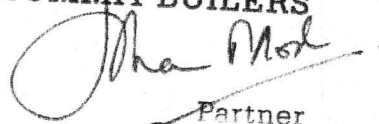
WHEREAS:

- 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 deluxe apartment bearing no. 521, on the fifth floor, admeasuring 500 sft. of super built up area together with proportionate undivided share of land to the extent of 25 sq. yds. and a reserved parking space for two wheeler bearing no. 103 admeasuring 15 sft. under a Sale Deed dated 21.5.07 registered as document no. 6840/07 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.

For SUMMIT BUILDERS


Partner

Page 2

K. Premakumar

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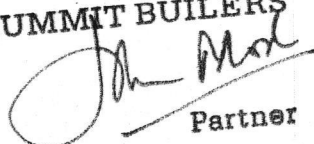

SUB-REGISTRAR

- 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. 521 on fifth floor 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.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall complete the construction for the Buyer a deluxe apartment bearing no. 521 on the fifth floor, admeasuring 500 sft. of super built up area and a reserved parking space for two wheeler bearing no. 103 admeasuring 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only).
2. The Buyer shall pay to the Builder the balance consideration of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand Only) on or before 16th May 2007
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 deluxe apartment bearing no. 521 on fifth floor 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.

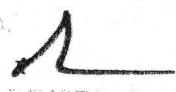
For SUMMIT BUILDERS


Partner

Page 3

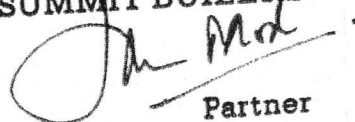
K. Prerna Kumar

Certified that the stamp duty borne by this
document is denoted u/s 16 of I.S. Act
or the subsequent Sale deed registered
as No. 6860 of 2001 at
S. P. O. Uppal and no refund of stamp duty
can be claimed on this stamp.


S.D. REGISTRAR

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 16th May 2007 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.
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.

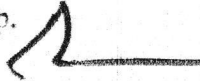
For SUMMIT BUILDERS


Partner

Page 4

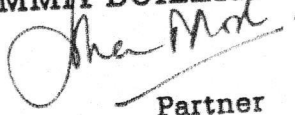
K. Premagumar

Certified that the stamp duty borne by this document is denoted w/s 16 of I.S. Act on the subsequent Sale deed registered as No. 6842 of 2007 at S.R.O. Uppal and no refund of stamp duty can be claimed on this stamp.


SUB-REGISTRAR

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 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.
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.
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.

For SUMMIT BUILDERS


Partner

Page 5

K. Premakumar

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document is denoted w/s 16 of I.S. Act
on the subsequent Sale deed registered
as No. 640 of 200 at
G.O. Uppal and no refund of stamp duty
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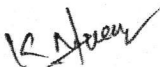
SUB-REGISTRAR

SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION

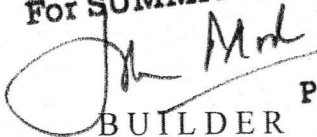
Item	Standard Apartment	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Luppam finish with 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:

WITNESS:

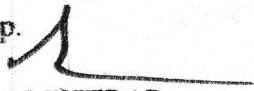
1. 

2. 

For **SUMMIT BUILDERS**

Partner
BUILDER
 K. Premakumar

BUYER.

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SUB-REGISTRAR

REGISTRATION PLAN SHOWING

SEMI-FINISHED FLAT NO. 521

ON THE FIFTH FLOOR OF "SILVER OAK APARTMENTS"

IN SURVEY NOS. 290 (PART)

CHERLAPALLY VILLAGE,

GHATKESAR

Mandal, R.R. Dist.

BUILDER: M/S. SUMMIT BUILDERS, REPRESENTED BY ITS PARTNER

MR. SOHAM MODI, SON OF MR. SATISH MODI

BUYER: MR. K. PREMA KUMAR, SON OF LATE MR. GANESWARA RAO

REFERENCE:
AREA:

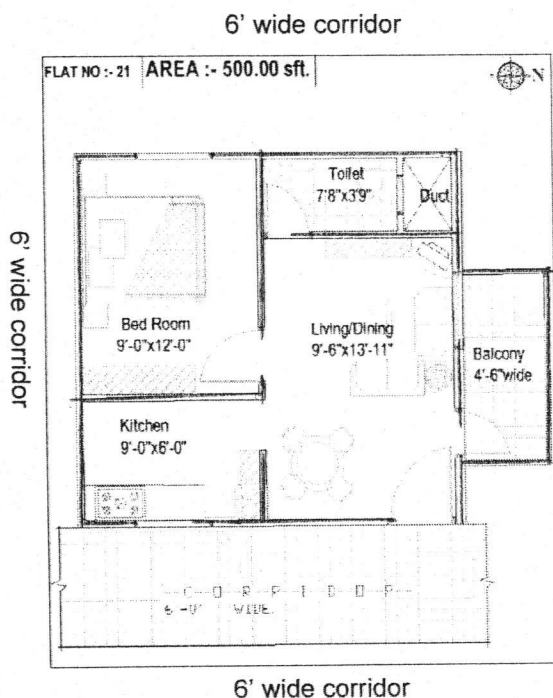
25

SCALE:
SQ. YDS. OR

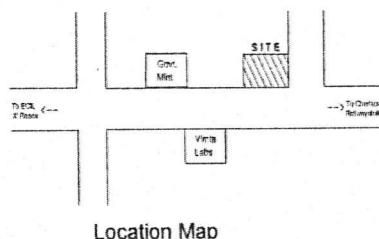
INCL:
SQ. MTRS.

EXCL:

U/S. OUT OF TOTAL: 4,375 SQ.YDS.
PLINTH AREA : 500 SFT.



Open to sky



6' wide corridor

WITNESSES:

- 1.
- 2.

For SUMMIT BUILDERS

SIG. OF THE BUILDER Partner

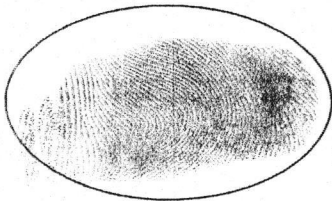
SIG. OF THE BUYER

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document is deducted u/s 16 of I.S. Act
on the subsequent Sale deed registered
at 660 (200) at
R.O. Upper and no refund of stamp duty
can be claimed on this stamp

~~SUE B. KAR~~

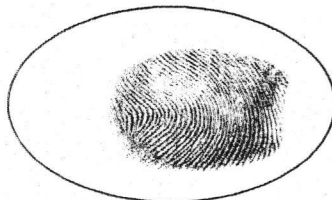
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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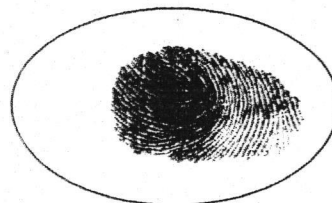
BUILDER:

M/S. SUMMIT BUILDERS
HAVING ITS OFFICE AT 5-4-187/3 & 4
III FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD – 500 003.
REP. BY PARTNER
SRI SOHAM MODI
S/O. MR. SATISH MODI



GPA FOR PRESENTING DOCUMENTS:

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



BUYER:

MR. K. PREMA KUMAR
S/O. LATE MR. GANESWARA RAO
R/O. 1-303/29
SRIRAMNAGAR COLONY
KAPRA, ECIL
HYDERABAD - 500 062.

SIGNATURE OF WITNESSES:

- 1.
- 2.

For SUMMIT BUILDERS

SIGNATURE OF BUILDER ^{Partner}

K. Prema Kumar
SIGNATURE OF BUYER

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SUD REGISTRAR

