

తెలంగాణ తెలంగాణ TELANGANA

S.No. 12282 Date: 24-11-2015

Sold to: CH.RAMESH

S/o. LATE. NARSING RAO

For Whom: MEHTA & MODI HOMES.

CH. SHRAVANI

LICENSED STAMP VENDOR
LIC.No.15-31-029/2013,

House on P.No.21, W.S.Colony,
R.R.Dist-501512. Ph:7842562342

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 9th day of December 2015 at S.R.O. UPPAL, Ranga Reddy District by and between:

1. Shri. Sandeep Shah, Son of Dr. L. G. Rohit, aged 51 years, Occupation: Business, resident of # 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad.
2. Dr. L. G. Rohit, Son of Govardhan Das, aged 82 years, Occupation: Business, resident of # 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad.
3. Shri. Amar V. Shah, Son of Shri. V. N. Shah, aged 53 years, Occupation: Business, resident of # 'SHUBHAM', Plot No.25, Temple Rock Enclave, Tadbund, Secunderabad.
4. Smt. Meera A. Shah, Wife of Shri. Amar V. Shah, aged 44 years, Occupation: Housewife, resident of 'SHUBHAM', Plot No.25, Temple Rock Enclave, Tadbund, Secunderabad.
5. Shri. Ajit V. Shah, Son of Shri. V. N. Shah aged 50 years, Occupation: Business, resident of # "SHUBHAM", Plot No.25, Temple Rock Enclave, Tadbund, Secunderabad.
6. Smt. Meeta A. Shah, Wife Shri. Ajit V. Shah, aged 46 years, Occupation: Housewife, resident of # 'SHUBHAM', Plot No.25, Temple Rock Enclave, Tadbund, Secunderabad.

Sandeep Shah

Dr. L. G. Rohit

Amar V. Shah

Meera A. Shah

Meeta A. Shah

Shri. Ajit V. Shah

FOR MEHTA & MODI HOMES

Smt. Meeta A. Shah

Meeta A. Shah

Sanjana

7. Shri. Pritesh Rajesh Kotak, Son of Shri. Rajesh C. Kotak, aged about 23 years, resident of # 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad.
8. Smt. Rashmi R. Kotak, Wife of Shri. Rajesh C. Kotak, aged about 47 years, Occupation: Housewife, resident of # 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad.
9. Smt. Saroj. S. Parikh, Wife of Late Shashikanth S. Parikh, aged 47 years, Occupation Housewife, resident of # 1-10-98/6, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
10. Smt. Neema B. Parikh, Wife of Shri. Bhavesh S. Parikh, aged about 33 years, Occupation: Business, resident of # 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
11. Shri. Mitesh K. Parikh, Son of Krishna Kant S. Parikh, aged about 24 years, Occupation: Service, resident of # 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad, rep by its GPA Holder Mr. Krishnakanth S. Parikh, S/o. Shri. Shantilal T. Parikh, aged about 55 years, resident of 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
12. Shri. Harsh J. Baldev, Son of Jitendra Baldev, aged about 20 years, resident of 124, Jeera, Secunderabad.

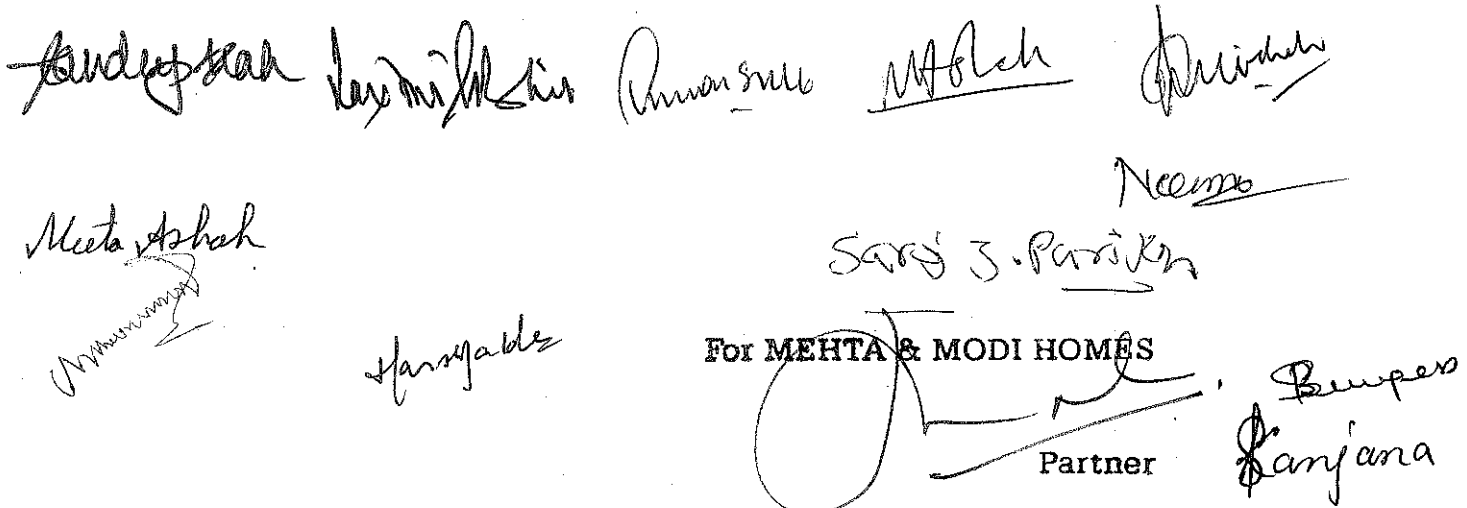
Hereinafter referred to as the "Vendors" and severally as Vendor no.1, Vendor no.2, Vendor no.3, Vendor no.4, Vendor no.5, Vendor no.6, Vendor no.7, Vendor no.8, Vendor no.9, Vendor no.10, Vendor no.11 and Vendor no.12 respectively.

AND

M/s. MEHTA & MODI HOMES, a partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partners Shri Soham Modi, Son of Sri Satish Modi, aged about 46 years, Occupation: Business, hereinafter referred to as the 'Builder'

AND

1. Mrs. Sheela Burgess, Daughter of Mr. D. W. Burgess aged about 60 years and
2. Miss. K. S. Sanjana Divya, Daughter of Mr. K. Sanyasi Babu aged about 24 years, both are residing at Flat No. S- 16, Sandhya Apartments, S. P. Nagar, Moula Ali, Hyderabad - 500 040., hereinafter referred to as the 'Buyer' The term Vendor and Buyer shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.



 Handwritten signatures of vendors: Smt. Rashmi R. Kotak, Smt. Saroj. S. Parikh, Smt. Neema B. Parikh, Shri. Mitesh K. Parikh, Shri. Harsh J. Baldev.

 Handwritten signatures of partners: Mehta Ashok, Sanyasi Babu, Neema, Sanyasi Babu.

 Printed text: For MEHTA & MODI HOMES

 Handwritten signature: Partner

 Handwritten signature: Sanjana

WHEREAS:

- A) Whereas the Vendors has given on development to M/s. Mehta & Modi Homes, a registered partnership firm (hereinafter referred as the Builder) land admeasuring acres 3-05 gts., forming Sy. Nos.74 & 75 of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District (hereafter referred as 'Schedule Land') by virtue of Development Agreement registered as document no.7827/07, dated 30.04.2007 at the S.R.O. Uppal. The Builder has purposed to develop 44 villas on the Schedule Land and for which it has obtained permit for construction from GHMC / HUDA in file no. 0149/CSC/TP1/2008, Permit no.5/69 dated 18.12.2008. The purposed project of development is name as 'Villas at Silver Creek'.
- B) The Buyer has purchased plot of land bearing plot no. 41 admeasuring 173 sq. yds, under a Sale Deed dated 09.12.15 registered as document no. 057/2016 in the Office of the Sub-Registrar, Kapra in the said project. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction with the Vendor for construction of a villa on the plot of the land.
- C) The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 41 and also about the capacity, competence and ability of the Vendor to construct the villa thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Villas at Silver Creek'.
- D) The Buyer is desirous of having a villa constructed for him by the Vendor on plot of land bearing no. 41 as a part of the development project taken up by the Vendor and the Vendor is willing to undertake the said construction of the villa.
- E) The Builder and Consenting Parties at the request of the Vendor and Vendee are joining in execution of this agreement so as to assure perfect legal title in favour of the Vendee and to avoid in future any litigations
- F) The Buyer as stated above had already purchased the plot of land bearing no. 41 and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed dated 09.12.2015 referred herein above are and shall be interdependent Agreements.
- G) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the villa and are desirous of recording the same into writing.

Sudip Kishor *Harshvardhan* *Manish* *Prakash*
Meeta Ashish *Neema*
W. M. M. M. *Sarej S. Parikh*
Harshvardhan **For MEHTA & MODI HOMES**
Partner *Partner*
Sanjana

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Vendor shall construct for the Buyer deluxe villa admeasuring 1835 sq. ft. of built-up area on plot of land bearing plot no. 41 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for an amount of Rs.8,70,000/-(Rupees Eight Lakhs Seventy Thousand Only).
2. The Buyer already paid the builder the above said amount of Rs. 8,70,000/-(Rupees Eight Lakhs Seventy Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
3. That the Buyer shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on or before the due dates.
4. In case the Scheduled Property is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned 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 Property, notwithstanding the installments and due dates mentioned above.
5. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Buyer. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date.
6. That 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 Vendor 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 Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 41 to the Vendor for the purpose of construction of the villa.
8. The Vendor shall construct the villa in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
9. The Vendor 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 Vendor.

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Meeta Solah

FOR MEHTA & MODI HOMES

Name

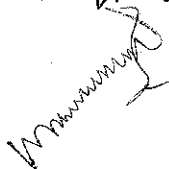
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Handwritten signature
Partner

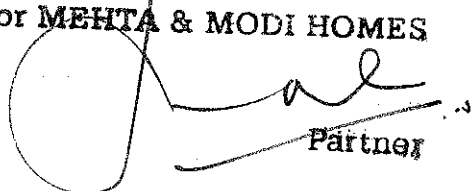
Saroj S. Parsh
Beepes
Sanjana

10. The Vendor shall complete the construction of the villa and handover possession of the same on or before 30.12.2015, with a further grace period of 6 months. However, the Vendor shall not be liable and responsible if they are unable to construct and deliver the possession of the said villa 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 or account of any other reasons which are beyond the control of the Vendor 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.
11. The Vendor upon completion of construction of the villa 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 villa 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 Vendor shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
12. The Vendor has conveyed to the Buyer that different villas shall be completed at different times. It is not possible for the Vendor to maintain each villa in a brand new condition for weeks or months and therefore minor works like final coat of paint, polish, installation of CP and sanitary ware, etc., may not be completed. Such works shall be completed only when the Buyer is ready to take possession and has cleared all his/her dues. These minor works shall be completed within 15 days of receipt of dues by the Vendor. The Buyer has agreed to the same and shall not raise any objection in this regard.
13. The Buyer upon taking possession of the villa shall own and possess the same absolutely and to the exclusion of the Vendor and shall have no claims against the Vendor on any account including any defect in the construction. The Buyer undertakes to give a list of complaints and corrections in writing to the Vendor after payment of all dues and before taking possession of his/her villa. The Vendor undertakes to rectify or make the corrections suggested by the Buyer that are well within its scope of work, within 15 days after clearing all dues.
14. The Buyer upon receipt of the completion intimation from the Vendor as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges form electricity, water and other services and outgoings payable in respect of the said villa.
15. The Buyer shall not be allowed to alter any portion of the villa that may change its external appearance without due authorization from the Vendor and / or Association / Society In-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2025 and all the villas in the project of Villas at Silver Creek shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.

Kundey Shah *Karson Kuni* *Anurag* *Mishra* *Prakash*

Mita Shah


Sanjida

Saraj S. Parikh
For MEHTA & MODI HOMES

Partner

Beena
Sanjana

16. The Vendor shall deliver the possession of the completed villa together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Vendor.
17. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 Villas at Silver Creek project.
18. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the villa nor shall the Buyer make any additions or alterations in the villa without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Villas at Silver Creek Project.
19. 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 Villas at Silver Creek project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Vendor 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 Vendor. 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.
20. The Vendor shall have the right to construct other villas and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Villas at Silver Creek and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Villas at Silver Creek shall be enjoyed jointly in common by the occupants, Vendors or the Buyers of the respective villas without any hindrance or objection of any kind whatsoever.
21. 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 construction of the villa under this agreement, or the sale deed.
22. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association.

Sudip Kishor Dash *Rajendra Kumar* *Anand Kumar*

Mohit

Prakash

Neelam

Meeta Sobah

Saroj S. Parikh

[Signature]

[Signature]

For MEHTA & MODI HOMES

[Signature]
Partner

[Signature]
Buyers
[Signature]

23. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the Villas at Silver Creek Project and shall abide by its rules. Until the society / association is formed the Buyer shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor. If the Buyer ever fails to pay maintenance charges for his/her villa, the association shall be entitled to disconnect and stop providing all or any services to the scheduled villa including water, electricity, etc. The Buyer shall pay a sum of Rs. 50,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed villa.
24. Any delay or indulgence on the part of the Vendor 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 Vendor of any breach or non compliance of any of the terms and conditions of this agreement by the Vendor nor shall the same prejudice the rights of the first party in any manner.
25. The Buyer hereby covenants and agrees with the Vendor that if he fails to abide with the terms and conditions of this agreement the Vendor shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Vendor upon such cancellation shall be entitled to forfeit a sum equivalent to 10% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Vendor. The Vendor shall further be entitled to allot, convey, transfer and assign the said villa to any other person of their choice and only thereafter, the Vendor will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
26. The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the villa. However, even if such conditions are not laid down expressly by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.

Handwritten signatures and names: Sudeep Shah, Anand Shah, Ashah, Prakash

Meta Ashah

S. J. S. Parikh ^{Neeraj}

Handwritten signature

Handwritten signature

FOR MEHTA & MODI HOMES

Handwritten signature
Partner

Bungers
Sanjama

27. That the Buyer or any person through him shall keep and maintain the villa in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / Buyers of the Villas at Silver creek. To achieve this objective the Buyer, (a) throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the villa for any illegal, immoral, commercial & business purposes. (c) Use the villa in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Villas at Silver Creek (d) Store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the villas (g) install cloths drying stands or other such devices on the external side of the villas.
28. 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.
29. 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.
30. 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.
31. 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.

Audrey Kar Jayanti

Anand

Mohah

Prin

Meeta

www.mmmmm

Sanjana

Saroj S. Parikh

For MEHTA & MODI HOMES

[Signature]
Partner

Supera
Sanjana

SCHEDULED PLOT

- a) All that piece and parcel of land bearing Plot No. 41, admeasuring about 173 sq. yds, in the project known as "villas @ silvercreek" forming a part of Sy. Nos. 74 & 75 of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Plot No. 40
South	Plot No. 42
East	30' wide road
West	Plot No. 33

AND

- b) All that deluxe bungalow admeasuring 1835 sft. of built-up area to be constructed on the above said plot no. 41 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

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.

Sudhakar Kashimishra *Manohar* *MABlah*

2.

Prakash *Meeta Shah*
Neema *Sanjay*
Saraj S. Parikh *Sanjay*

FOR MENITA & MODI HOMES

[Signature]
Partner

VENDORS

BUYER.

Bangera
Sanjana

ANNEXURE - A

SPECIFICATIONS:

Item	Semi-Deluxe Villa	Deluxe Villa
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
Exterior painting	Exterior emulsion	Exterior emulsion
Interior painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Branded Vitrified tiles
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors - Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC openable/sliding windows with grills	Powder coated aluminum or UPVC openable windows with grills
Sanitary	Parryware / Hindware or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn C P fittings
Staircase railing	MS railing with MS banister	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes. Provision for solar heater	GI & PVC pipes. Provision for solar heater. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	7' dado with designer tiles and bathtub in master bedroom.
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each Villa. Separate drinking water connection in kitchen.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each Villa. Separate drinking water connection in kitchen.

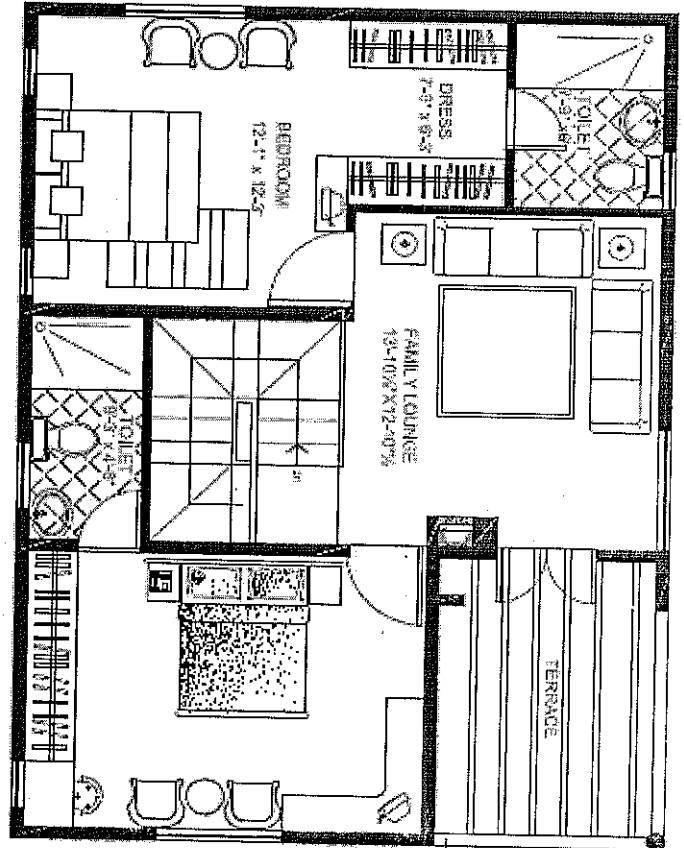
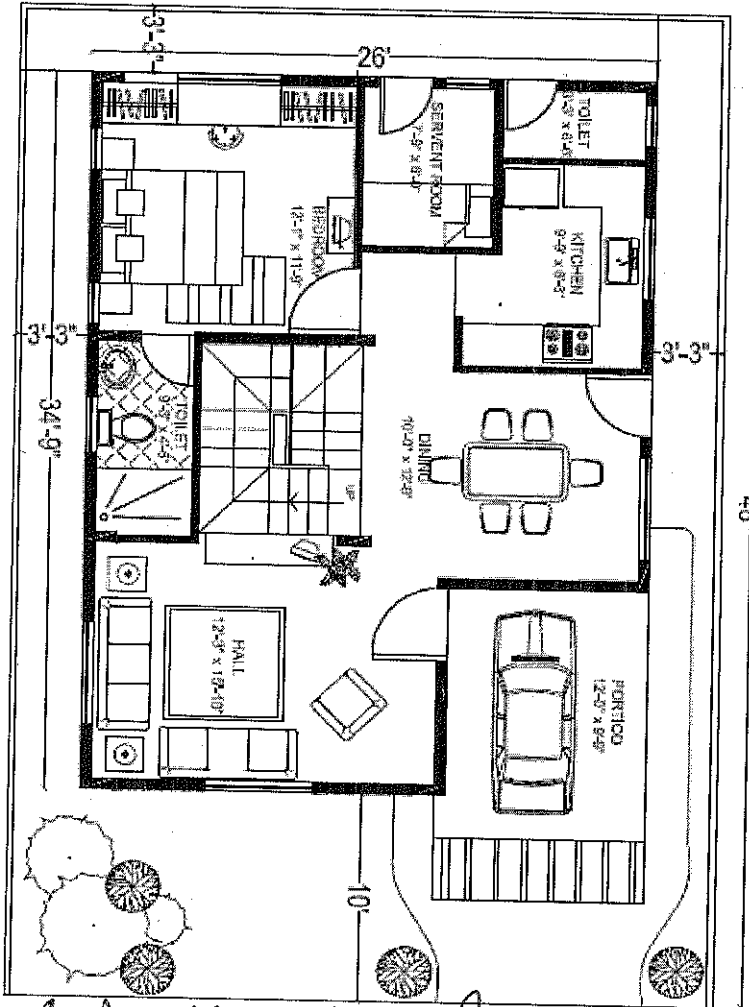
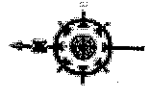
Note:

1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change to external appearance and colors shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. Specifications / plans subject to change without prior notice.

Budhdeep Singh *Karim Khan* *Anamika* *Mohali* *Prakash*
For MEHTA & MODI HOMES
Meeta Mohali
Partner *S. Parikh* *Neeem* *Bhargava*
Hansraj *Kanjana*
BUILDER **BUYER**

ANNEXURE - B

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 41 ADMEASURING 1835 SFT. OF BUILT-UP AREA.



Kudus Mah Karsini (Punansu) Moleh (Punansu)

Meta Moleh

Sarraj S.P. (Kademo)

Momodou

Faisy Jades

FOR META & MODI HOMES

[Signature]
Partner

BUILDER

BUYER
Bungas
Banjana