Dottalo: 31/BKW/2017



## මීපරු तेलंगाना TELANGANA

S.No. 9969

Date:12-04-2017

Sold to: RAMESH

S/o.NARASING RAO

For Whom: M/s.SILVER OAK REALITY

#### K.SATISH KUMAR

LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
Plot No.227, Opp.Back Gate
of City Civil Court, West
Marredpally, Sec'bad.
Mobile: 9849355156

630828

### OWNER AND BUILDER'S CONTRACT AGREEMENT

This **DEED OF OWNER AND BUILDER CONTRACT AGREEMENT** is made and executed on this the 12<sup>th</sup> day of April 2017 at Hyderabad by and between:

M/s. Modi Properties Pvt Ltd (Formerly known as Modi Properties & Investments Pvt Ltd) a company incorporated under companies act of 1956 having its registered office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Managing Director Shri Soham Modi S/o. Shri. Satish Modi aged about 47 years, Occupation: Business resident of Plot No. 280, Road No.25, Jubilee Hills, Hyderabad – 500 034 hereinafter referred to as the BUILDER which shall mean and include its successors in office, administrators, executors, nominees, assignees, etc., of the ONE PART;

#### AND

M/s. Silver Oak Realty (Formerly known as Mehta & Modi Homes) a re-constituted registered partnership form vide registration No. 873 of 2003 w.e.f. 01.09.2015 having its office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Partner Shri. Soham Modi S/o. Shri. Satish Modi aged 47 years Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034 (hereinafter referred to as the OWNER which term shall mean and include their heirs, legal representatives, administrators, executors, successor-in-interest, assignees, etc., of the OTHER PART;

For MODI PROPERTIES PUT LTD.

Managing Director

For STAVER OAK HANTY.
Partner

12th day of April, 2017

CH.RAMESH::12/04/: [1508-4-2017-34]





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### WHEREAS:

A. The First Party is an experienced and licensed civil contractor/builder.

B. The Second Party approached the First Party with a request to provide their services for supervision of construction for the proposed residential gated community lay-out cum group housing on the land admeasuring 17,874.79 Sq. mtrs bearing Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 (P) situated at Cherlpally Village, Kapra Mandal, Medchal - Malkazgiri District, Telangana.

C. The First Party has accepted the request of the Second Party and for the same the Second Party has to pay a sum of Rs. 10,00,000/- (Rupees Ten Lakhs only) towards consultancy

charges to the First Party for the total bungalows construction.

D. The parties are recording the terms of their agreement in to writing.

## THIS DEED OF AGREEMENT FOR BUILDERS CONTRACT WITNESSES AS **FOLLOWS:**

1. The First party (Builder) has agreed to help execute and supervise the construction work and the entire construction cost shall be borne by the Second Party.

2. The First Party (Builder) shall not engage/entrust the agreed work of supervision to a third

3. The Second Party shall make regular payments to the First Party as per the progress of work.

4. The Second Party shall with hold 10% of the agreed charges payable to the First Party till the completion of the entire construction work.

5. The amount payable to the First Party shall be subject to deduction of TDS and inclusive of service tax.

6. The First Party shall be solely responsible for the quality and safety aspects of the proposed

7. The Second Party shall pay the manpower employed at the recommendation of the First Party for construction of the proposed bungalows. The Second Party shall be responsible for the safety of such man power employed.

The First Party shall at all time have its personal deployed at the site to ensure quality of construction, safety and structural stability of the buildings.

# SCHEDULE OF THE PROPERTY

All that part and parcel of land admeasuring about 17,874.79 Sq. mtrs of land bearing Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294 (P) situated at Cherlpally Village, GHMC Kapra Circle, Kapra Mandal, Medchal-Malkazgiri District, Telangana and bounded by:

North by: Existing houses in Cherlapally Village & Sy. No.293

South by: Existing houses in Cherlapally Village

East by : Land left for future develoment

West by : Existing 60' (Proposed 100') wide road.

IN WITNESS WHEREOF the parties have signed this deed of Agreement of Builder's contract with their own free will and consent on this day, the month and year first above mentioned.

## Witnesses:

For S

Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
		0	4900	0	. 0	. 0	5000
Stamp Duty	100	-	0	0	0	0	C
Transfer Duty	NA	U	-	0	0	0	5000
Reg. Fee	NA	0	5000		-		100
User Charges	NA	0	100	0	0		1010
Total	100	0	10000	0	0	0.	7010

Rs. 4900/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 5000/- towards Registration Fees on the chargeable value of Rs. 1000000/- was paid by the party through E-Challan/BC/Pay Order No ,883ZCL120417 dated ,12-APR-17 of ,SBH/TREASURY BRANCH HYDERABAD

(1). AMOUNT PAID: Rs. 10000/-, DATE: 12-APR-17, BANK NAME: SBH, BRANCH NAME: TREASURY BRANCH HYDERABAD, BANK REFERENCE NO: 004003343; REMITTER NAME: PRABHAKAR REDDY K, EXECUTANT NAME: MODI PROPERTIES PVT LTD, CLAIMANT NAME: SILVER OAK REALTY).

Date:

Vallabhnagai

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-4, CS No 34/2017 & Doct No

12th day of April,2017

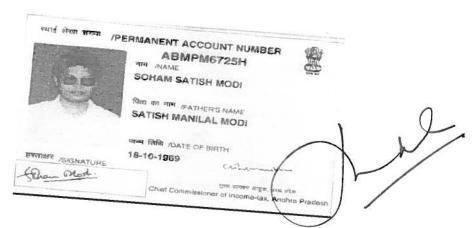
19 పున్నకము 20/7 సం./ శాశ 199% సం॥ పు 31./12 సెంబరుగా గిన్నాను చేయబడినది. స్కానింగ్ నిమిత్తం గుర్తింపు సెంబరు 1503- 152- 3/- 20/7.

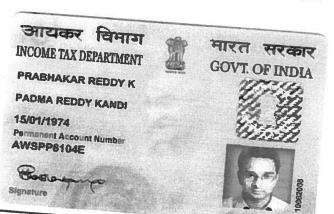
Bar, 12/04/17.

Vallabhnagar

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Ph

Sub Registrar Vallabhnagar 



