

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

K 287496

Serial Nom: 25,037 Purchased By

VENKATESH O G.A. RAD CEAD

CBAD

HOME 'S

Denomination :

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 14 day of July 2008 a Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partners Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years and Sri Suresh U. Mehta, S/o Late Sri Uttamlal Mehta, aged about 58 years, hereinafter referred te as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

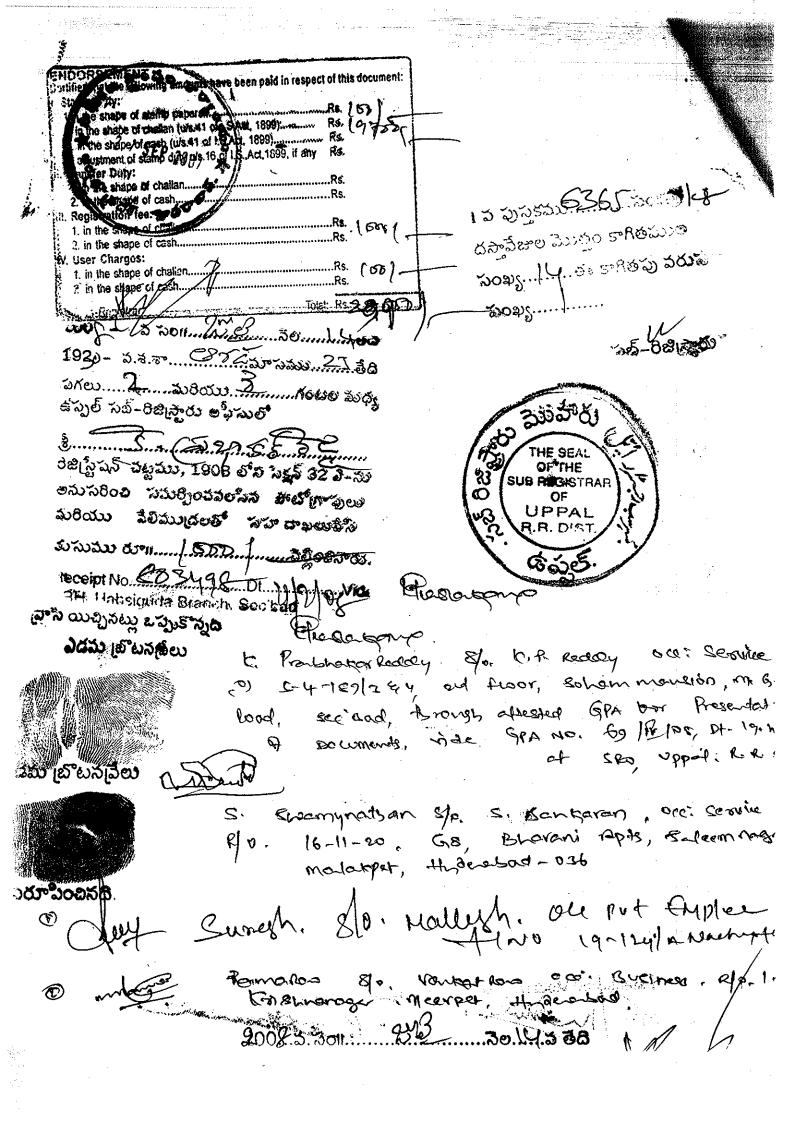
MR. S. SWAMYNATHAN, SON OF MR. S. SANKARAN aged about 48 years, residing at 16-11-20, G8, Bharani Apartments, Saleem Nagar, Malakpet, Hyderabad - 500 036, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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Partner

For Mehta and Modi Homes

Page 1



WHEREAS:

A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 7-28.5 Gt. forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder.

| Sl. | Sale Deed | Dated | Extent of |
|-----|------------|------------|------------------|
| No. | Doc. No. | | Land |
| 1 | 10661/2005 | 9.11.2005 | Ac. 2-05 Gts., |
| 2. | 11023/2005 | 17.11.2005 | Ac. 1-06 Gts., |
| 3. | 1759/2006 | 27.01.2006 | Ac. 0-35.5 Gts., |
| 4 | 12254/2006 | 19.08.2006 | Ac. 0-13 Gts., |
| 7. | 4129/2006 | 10.02.2006 | Ac. 2-00 Gts., |
| 6. | 9268/2007 | 31.07.2007 | Ac. 1-09 Gts., |

B) Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh were the absolute owners and possessors of the land admeasuring about Ac. 1-09 Gt. forming part of Sy. Nos. 44 & 45, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of the registered sale deed as given hereunder.

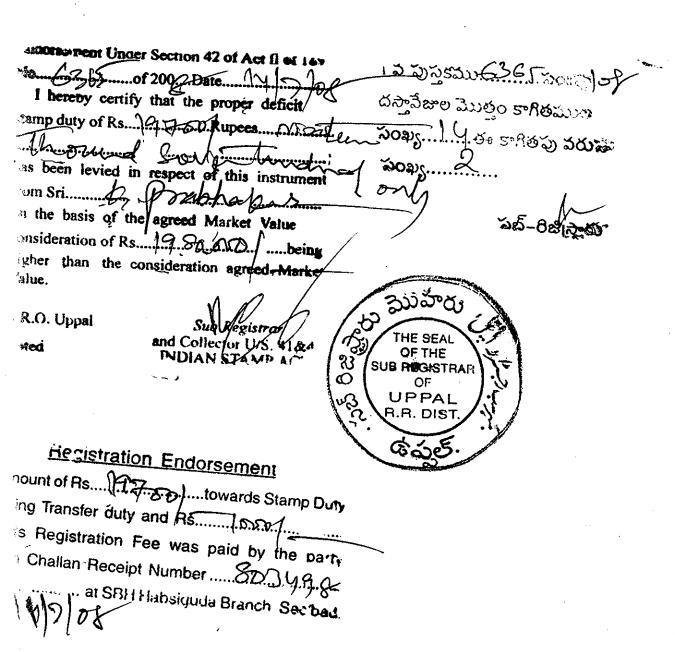
| Sl. | Sale Deed Doc. No. | Dated | Extent of Land |
|-----|-----------------------|------------|----------------|
| No | 7876/2006 | 25.05.2006 | Ac. 1-09 Gts., |

- C) The Vendor herein has entered into an Development Agreement with Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh to develop their land admeasuring about Ac. 1-09 Gts., as per the terms and conditions contained in the development agreement registered as document no. 6334/07, dated 10.05.2007 registered at S.R.O. Uppal.
- D) The total land admeasuring Ac. 8-37.5 Gts., forming part of Sy. Nos. 31, 40, 41, 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land.
- E) The Scheduled Land was purchased from its original owners, possessors and pattedars, the details of which are given in the sale deeds mentioned above.
- F) The Vendor has absolute rights to develop and sell any portion of the Scheduled Land by virtue of the above referred documents, deeds and agreements.
- G) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and has obtained a tentative layout for a portion of Scheduled Land admeasuring about Ac. 6-01 Gts., from HUDA vide Permit No 2698/MP2/Plg./H/2007 dated 27/10/2007. The proposed project of development on the entire Scheduled Land is styled as 'SILVER OAK BUNGALOWS (PHASE-III)'.

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Page 2



S.H. Rabsiguda O No. 0100005070a S.R.O. Uppal

- H) The Builder in the scheme of the development project have planned that the prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent bungalow constructed thereon.
- The Buyer has purchased plot of land bearing plot no. 335 admeasuring 210 sq. yds. under a Sale Deed dated 14.07.2005 registered as document no. 6363/ps 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 and Agreement for Development Charges with the Builder for construction of a bungalow on the plot of the land.
- J) The Buyer has inspected all the documents of the title of the Builder in respect of the Scheduled Land and the plot of land bearing plot no. 335 and also about the capacity, competence and ability of the Builder to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows.
- K) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 335 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the bungalow.
- L) The Buyer as stated above had already purchased the plot of land bearing no. 335 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 14.07.2005 referred herein above are and shall be interdependent agreements.
- M) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the bungalow and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall construct for the Buyer a deluxe Bungalow admeasuring 1650 sq. ft. of built-up area on plot of land bearing plot no. 335 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 19,80,000/- (Rupees Nineteen lakhs Eight Thousand Only).
- 2. The Builder at its own costs shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Buyer and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.
 - 3. The Buyer shall pay to the Builder the above said consideration of Rs. 19,80,000/(Rupees Nineteen lakhs Eight Thousand Only) in the following manner:

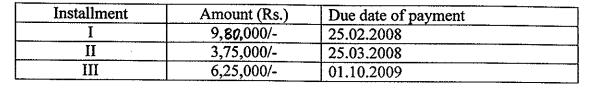
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Homes

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- 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 1 month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor 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 plot of land bearing no. 335 to the Builder for the purpose of construction of the bungalow.
- 7. The Builder shall construct the bungalow 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.
- 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 agrees to deliver the Scheduled Property completed in all respects on or before 01st October 2009 with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said bungalow 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 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.

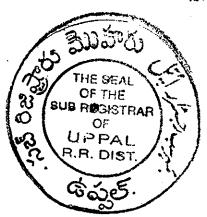
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Partner

For Mehta and Modi Homes

Partner

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- 10. The Builder upon completion of construction of the bungalow 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 bungalow 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.
- 11. The Buyer upon taking possession of the bungalow shall own and possess the same absolutely and to the exclusion of the Builder and shall have no claims against the Builder on any account including any defect in the construction.
- 12. 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 bungalow.
- 13. The Buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
- 14. The Builder shall deliver the possession of the completed bungalow 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 Builder.
- 15. 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 Bungalows project.
- 16. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.

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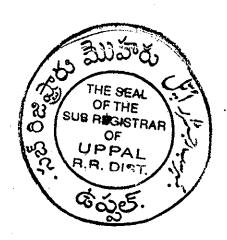
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For Mehta and Modi Homes

Partner

ు ప్రస్తుకముద నె అన్నాంగా అంది. దస్తాపేజుల మొత్తం కాగితములు సంఖ్య.....ఈ కాగితపు వరుశు సంఖ్య.....రా.

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- 17. 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 Bungalows 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.
- 18. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Silver Oak Bungalows 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 Silver Oak Bungalows shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective bungalows without any hindrance or objection of any kind whatsoever.
- 19. 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 bungalow under this agreement, or the sale deed, and/or the agreement for development charges.
- 20. The Buyer shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the Silver Oak Bungalows Project and shall abide by its rules framed from time to time. 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. The Buyer undertakes to pay regularly the subscription and also his contribution of the expenses as the society / association intimates him from time to time. Until the society / association is formed the Vendee shall pay to the Builder 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 Builder.
- 21. 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.

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Partner

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Partner

Page 6

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ANNEXURE - A

SPECIFICATIONS:

| Item | Deluxe Bungalow | | |
|---------------------|--|--|--|
| Structure | RCC | | |
| Walls | 4"/6" solid cement blocks | | |
| External painting ' | Exterior emulsion | | |
| Internal painting | Smooth finish with OBD | | |
| Roof | Sloping with country tiles | | |
| Flooring | Marble slabs in all rooms | | |
| Door frames | Teak wood | | |
| Doors | Panel doors with branded hardware | | |
| Electrical | Copper wiring with modular switches | | |
| Windows | Powder coated aluminum open able windows with grills | | |
| Sanitary | Parryware / Hindware or similar make | | |
| C P fittings | Branded ceramic disk quarter turn | | |
| Staircase railing | MS railing with wooden banister | | |
| Kitchen platform | Granite slab, 2 ft dado, SS sink | | |
| Plumbing | GI & PVC pipes. Pressure booster pump for first floor bathrooms. | | |
| Bathrooms | 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 bungalow. Separate drinking water connection in kitchen. | | |

For Mehta and Modi Homes

Partner

(SOHAM MODI) BUILDER For Mehta and Modi Homeso

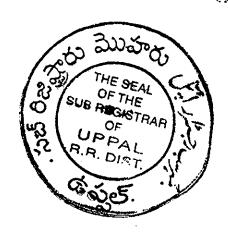
Partner

(SURESH U. MEHTA) BUILDER

BUYER

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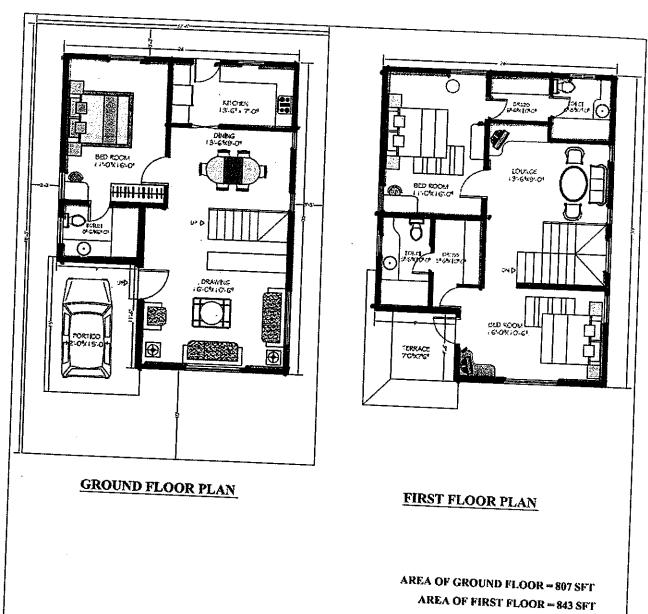
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ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 335 ADMEASURING 1650 SFT. OF BUILT-UP AREA.



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(SOHAM MODI) BUILDER For Mehta and Modi Homes

Partner

(SURESH U. MEHTA) BUILDER

Page 10

1650 SFT

THE SEAL CAT OF THE SUB REGISTRAR OF PAL R.R. DIST.

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

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NAME & PERMANENT
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PRESENTANT / SELLER / BUYER

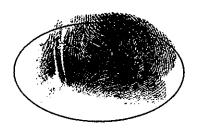




BUILDER:

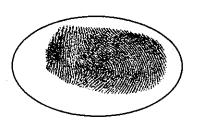
M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS.

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





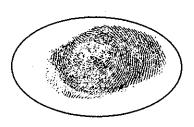
2. MR. SURESH U. MEHTA S/O. LATE UTTAMLAL MEHTA (O). 5-4-187/3 & 4, III FLOOR SOHAM MANSIOM, M. G. ROAD SECUNDERABAD - 500 003.





GPA FOR PRESENTING DOCUMENTS VIDE DOC.NO. 69/BKIV/2008:

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.





PURCHASER:

MR. S. SWAMYNATHAN S/O. MR. S. SANKARAN R/O. 16-11-20, G8 BHARANI APARTMENTS SALEEM NAGAR, MALAKPET HYDERABAD - 500 036.

GNATURE OF WITNESSES:

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For Mehta and Modi Homes
Partner

For Mehta and Modi Homes

SIGNATURE OF EXECUTANTS

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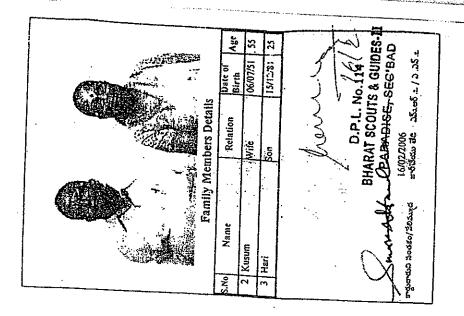
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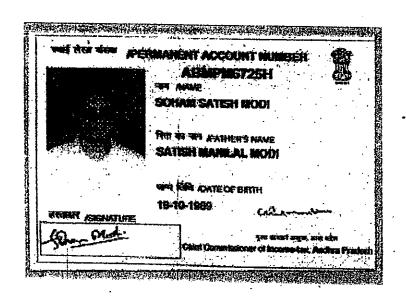
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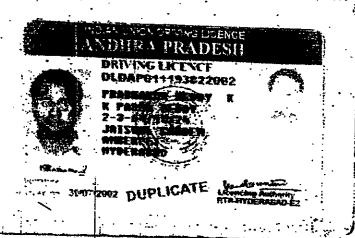
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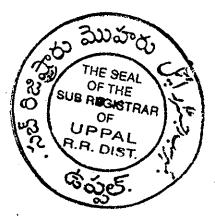


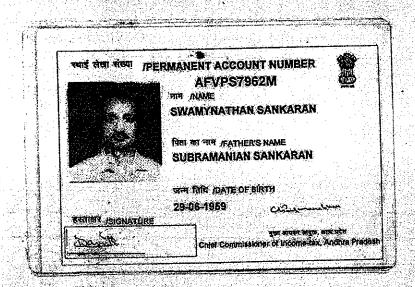
For Mehta and Modi Homes

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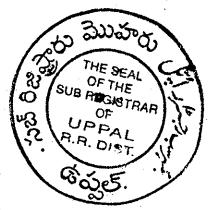






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Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 006395/2008 of SRO: 1507(UPPAL)

Presentant Name(Capacity): SOHAM MODI(EX)

Report Date: 14/07/2008 15:41:35

This report prints the Photos and FPs taken on 14/07/2008 15:40:44

| SINo. | Thumb Impression | Photo | Name and Address of the Party | PartySignature |
|-------|---------------------|-------|---------------------------------------|----------------|
| 1 | | | (CL) S. SWAMYNATHAN MALAKPETHYD | des |
| | | | | |

Identified by

Witness 1

Witness 2

Photos and TIs captured by me done in my presence

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