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v. 100



Rs. 100 ONE HUNDRED RUPEES

पत्यमेव जयते

## HIRCI INDIA INDIA NON JUDICIAL

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## AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 26 day of July 2008 at 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 togas the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. S. SRIKANTH, SON OF MR. K. SREEDHAR aged about 30 years, residing at LIG-B, 355, Dr. A. S. Rao Nagar, Secunderabad - 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).

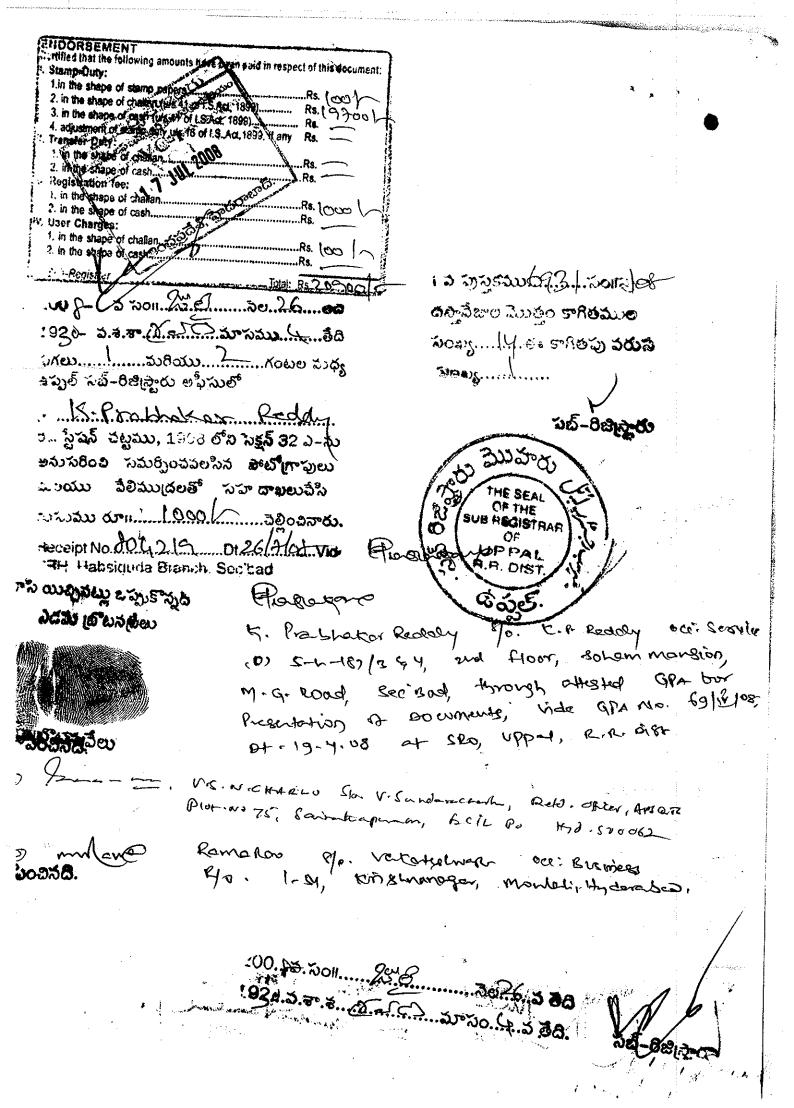
For Mehta and Modi Homes

Partner

For Mehte and Modi Homes

Partner

Page 1



#### WHEREAS:

A) The Builder 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.,
5.	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. No.	Sale Deed Doc. No.	Dated	Extent of
1.	7876/2006	25.05.2006	Land Ac. 1-09 Gts.,

- C) The Builder 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 Builder 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 Builder 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)'.

For Mehta and Modi Homes

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Page 2

Partner

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Value.

- 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. 336 admeasuring 210 sq. yds. under a Sale Deed dated 36.07.2008 registered as document no. 6929 os 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. 336 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. 336 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.
- The Buyer as stated above had already purchased the plot of land bearing no. 336 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 26. 97. 2008 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 LUNDER 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. 336 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 Eighty 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 has already paid an amount Rs. 19,80,000/- (Rupees Nineteen lakhs Eighty Thousand Only) before entereing into this agreement and the builder admitted and acknowledged the receipt for said consideration.

For Mehta and Modi Homes

Partner

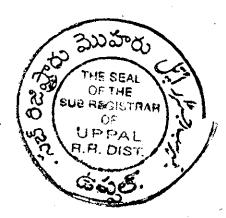
For Mehta and Modi Homes

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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.

For Mehta and Modi Homes

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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
- 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.

For Mehta and Modi Homes

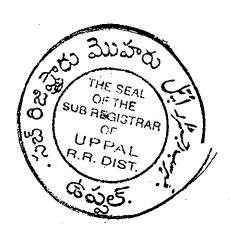
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For Mehta and Modi Homes

Partner

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- 22. 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 10% 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 bungalow 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.
- 23. 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 bungalow. However, even if such conditions are not laid down expressively 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.
- 24. That the Buyer or any person through him shall keep and maintain the bungalow 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 Silver Oak Bungalow. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows. (d) Store any explosives, combustible materials or any other materials prohibited under law.
- 25. 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.
- 26. 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.
- 27. 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.

For Medita and Modi Homes

Partner

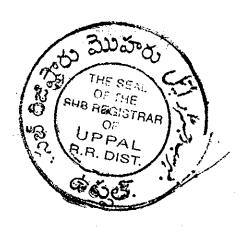
For Mehta and Modi Homes

Partner

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- 28. 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.
- 29. Stamp duty and Registration amount of Rs. 20,800=/- is paid by way of challan No. 804219, dated 26.07.08, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

#### SCHEDULED PLOT

a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 336 admeasuring about 210 sq. yds. forming part of Sy. No. 31, 40, 41, 42, 44, 45 & 55, situated at Block No. 2, Old Village, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot No. 337	·
South "	30' wide road	
East	Plot No. 343	
West	30' wide road	

#### **AND**

b) ALL THAT DELUXE BUNGALOW admeasuring 1650 sq. ft. of built-up area to be constructed on the above said plot no. 336 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. /2---

2. majore

For Mehta and Modi Homes

Partner

(Soham Modi) BUILDER

For Mehta and Modi Homes

Partner

(Suresh U. Mehta) BUILDER

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R.R. DIST.

## 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 Hornes

Partner

(SOHAM MODI) BUILDER For Mehta and Modi Homes

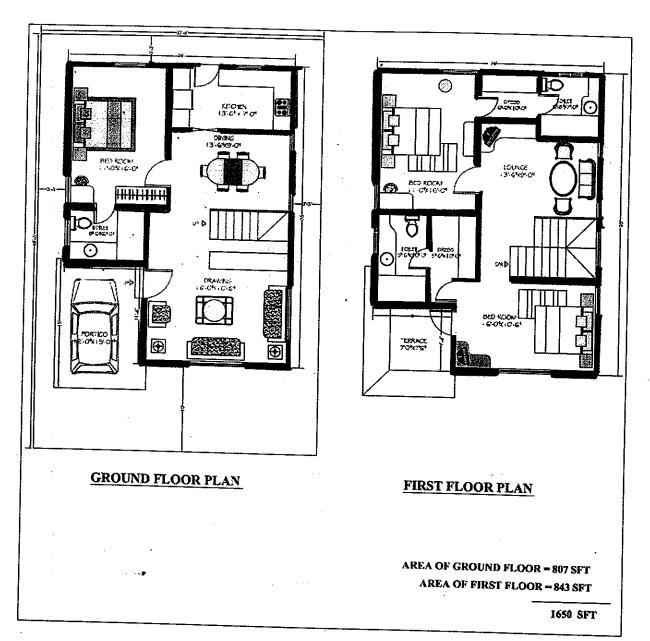
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### ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 336 ADMEASURING 1650 SFT. OF BUILT-UP AREA.

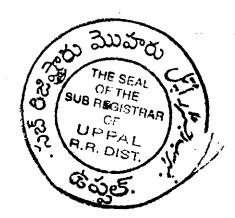


For Mehra and Modi Homes

(SOHAM MODI) BUILDER For Mehta and Modi Homes

Partner (SURESH U. MEHTA) BUILDER ు ప్రస్తుకము ఆస్ట్రైమ్...సంగాష్ట్ర కర్ దస్తావేజుల మొత్తం కాగితముల సంఖ్య.....!ఆ. కాగితపు పరుపే సంఖ్య.....!ం...

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

SL.NO.

FINGER PRINT
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PASSPORT SIZE PHOTOGRAPH

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





BUILDER:

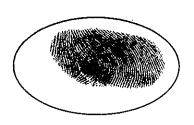
M/S. MEHTA & MODI HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REP. BY ITS PARTNERS.

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.

SIGNATURE OF WITNESSES:

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2. my

For Mehta and Modi Homes

Partner

For Mehta and Modi Homes

Partner

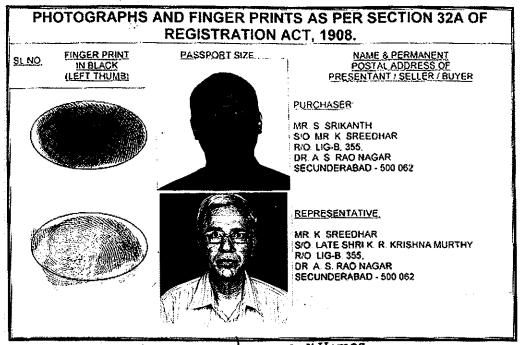
SIGNATURE OF EXECUTANTS

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SIGNATURE OF WITNESSES:

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Partnet SIGNATURE OF EXECUTANTS

Partner

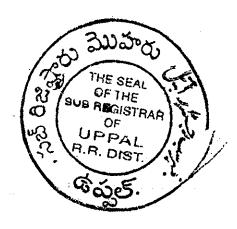
NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed.

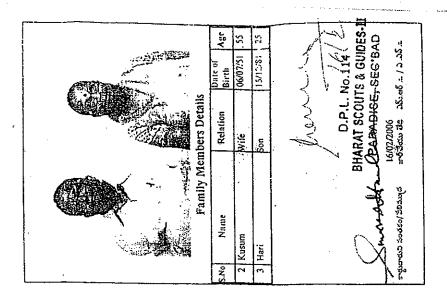
IWe stand herewith mylour photograph(s) and finger prints in the form prescribed, through my representative, Mr. K. Sreedhar, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District

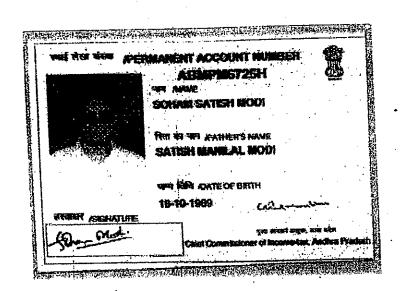
SIGNATURE OF THE REPRESENTATIVE

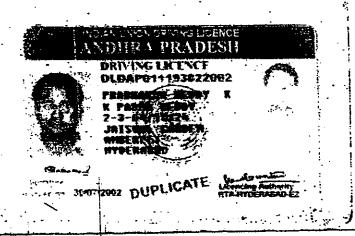
SIGNATURE(S) OF BUYER(S)

သည်-ဝိ**ಜ်(ညှလ်**)









For Mehta and Modi Homes

Partner

For Mehta and Modi Homes

Partner

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**Family Members Details** 

S.No	Name	Relation	Date of Birth	Age
2	Savithri	Wife	14/03/51	54
3	Sreedhar Srikanth	Son	03/09/77	28

CARDS ISSUEING WE DPL KAPRA 21/11/2005

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#### HOUSEHOLD CARD

Card No

PAP1587303J0079

F.P Shop No

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పేరు

కల్లుమారీ . శ్రీదస్

Name of Head of

Kallumari . Sreedhar

Household

తండి/భర్త పేరు

Father/ Husband Name

కృష్ణ మూర్తి Krishna Murthy

పుట్టినతేది/Date of Birth

01/06/1947

వయస్సు/Age

58

వృత్తి /Occupation

Retired Employee

ಇಂಟಿ.ನಂ./House No.

1-15-49/355

వీథి /Street

KAPRA

Colony

Dr.A.S.RAO NAGA

Ward No.

వర్డ్ 22/ Ward-22

Municipality

క్రపా / Kapra

ಜಿಲ್ಲ್ /District

రంగా రెడ్డి / Ranga Reddy

Annual Income (Rs.)

36,000

LPG Consumer No.

9345/( Single )

LPG Dealer Name

Er Name : Ennar Gas Agencies I