

10526 353

Doc No 10425/2008

98207

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

₹. 100

ONE HUNDRED RUPEES



सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 366583

Date : 08-10-2008 Serial No : 38,006 Denomination : 100

Purchased By :

G. VENKATESH  
S/O G.A. RAO  
SEC2AD

Sub Registrar  
Ex.Officio Stamp Vendor  
G.S.O., C&IG Office, Hyd

For Whom :

MEHTA & MODI HOMES  
SEC2AD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 24<sup>th</sup> day of November 2008 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at S-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 to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MRS GALI PADMAVATHI, WIFE OF MR. VENKATA RAMANA aged about 55 years, Occupation: Housewife, residing at H.No. 15-87, Sri Padmavathi Nagar, Thirupathi - 517 502, 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 & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

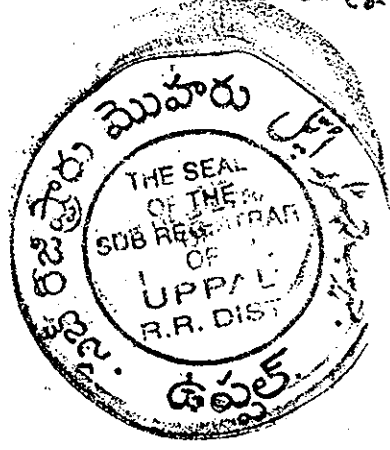
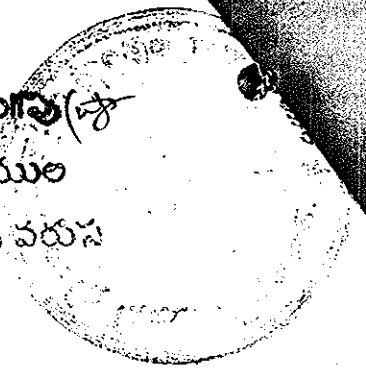
REGISTRAR

That the following amounts have been paid in respect of this document:

Duty:

shape of stamp papers.....	Rs. 100/-
shape of challan (w/s.41 of I.S.Act, 1899).....	Rs. 200301
shape of cash (w/s.41 of I.S.Act, 1899).....	Rs. —
payment of stamp duty w/s.16 of I.S.Act, 1899, if any	Rs. —
Other Duty:	
shape of challan.....	Rs. —
shape of cash.....	Rs. —
Registration fee:	
shape of challan.....	Rs. 1000/-
shape of cash.....	Rs. —
Charges:	
shape of challan.....	Rs. 100/-
shape of cash.....	Rs. —
Registrar	Total: Rs. 212301

1 వ పుస్తకమును స్వీకారమునకు వచ్చినది  
 దస్తావేజాల మొత్తం వాగితముల  
 సంఖ్య 13... ఈ వాగితపు వరుస  
 సంఖ్య.....



పుస్తకం నంబరు 24...  
 920 వ.శ.శాసనమును సమము 3... వేదిక  
 గల... మరియు 4... గల...  
 పుక్ సబ్-రిజిస్ట్రారు ఆఫీసులో  
 K. Probhakar Reddy  
 కృష్ణపేట చట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను  
 ముసరించి సమర్పించవలసిన పాటోగ్రాఫులు  
 రియం వేలిముద్రలతో సహా దాఖలు చేసి  
 సమము రూ॥ 1000/-... చెల్లించినారు.  
 Receipt No. 32968...  
 4 Habisouda Branch, Sec'bad

*Probhakar*

ముఖ్యనట్లు ఒప్పుకోనట్లు  
 దమ ప్రాబలనవేతి

*Probhakar*

K. Probhakar Reddy, S/o. K. Padma Reddy, Occupation: Service  
 (O), 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road,  
 Secunderabad-03, through attested GPA/SPA for presentation  
 of documents, Vide GPA/SPA No. 69/12/08  
 dated 19.4.08 registrar at SRO, Uppal  
 Range Reddy District.



ప్రాబలనచేసి

① *GP*

శ్రీ. Pradeep Kumar S/o. G. Dhanraj Sec'bad,  
 occ. Business R/o. Bowampally,

② *K.R.H.*

K. Raveesh S/o. Ramesh  
 occ. Business R/o. Tanneer, Sec'bad.

2008... నవంబరు... నెల 24... వ తేదీ  
 1000... వ... వేదిక

*MP*

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. No.	Sale Deed Doc. No.	Dated	Extent of 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.

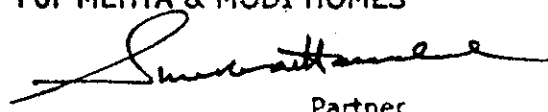
Sl. No.	Sale Deed Doc. No.	Dated	Extent of Land
1.	7876/2006	25.05.2006	Ac. 1-09 Gts.,

- 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. In pursuance of the said development agreement Smt. Hetal K Parekh, Shri Parvesh B Parekh and Shri Piyush J Parekh have executed a GPA in favour of the Developer bearing no. 68/IV/2008 dated 19.04.2008 and registered at SRO 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)'.

For MEHTA & MODI HOMES



For MEHTA & MODI HOMES



Partner

1వ పుస్తకము 0475 సంఖ్య

రస్ట్రావేజాల మొత్తం కాగితముల

సంఖ్య 13 ఈ కాగితపు వరుస

2

Registration Under Section 42 of Act II of 1908  
No. 10675 of 2008 Date 24/11/08

చట్ట-రిజిస్ట్రార్

I hereby certify that the proper deficit  
stamp duty of Rs. 20030/- Rupees Twenty

thousand and thirty only

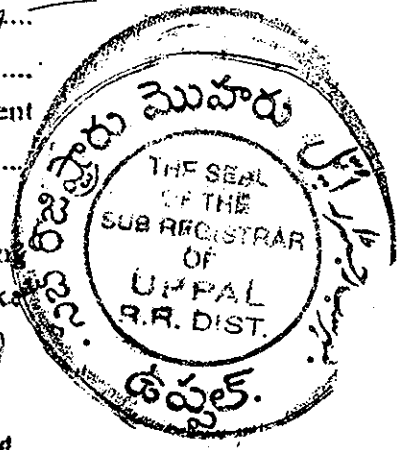
has been levied in respect of this instrument

from Sri K. Prabhakar Reddy

on the basis of the agreed Market Value

consideration of Rs. 203000/- being

higher than the consideration agreed Market Value.



S. R.O. Uppal  
24/11/08

Sub Registrar  
and Collector U/S. 41 & A  
INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 20030/- towards Stamp Duty

including Transfer duty and Rs. 1000/-

towards Registration Fee has been paid by the party

through Challan Receipt Number 832968

Dated 24/11/08 at SRI Mahalinguda Branch Sec'bad

G.B.F. Mahalinguda  
A/c No. 01000059700  
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.
- I) The Buyer has purchased plot of land bearing plot no. 353 admeasuring 231 sq. yds. under a Sale Deed dated 24<sup>th</sup> November 2008 registered as document no. 10473/08 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. 353 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. 353 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. 353 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 24<sup>th</sup> November 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.

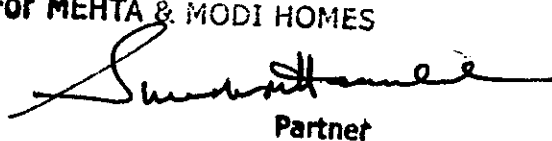
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall construct for the Buyer a deluxe Bungalow admeasuring 1430 sq. ft. of built-up area on plot of land bearing plot no. 353 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 20,13,000/- (Rupees Twenty Lakhs Thirteen 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.

For MEHTA & MODI HOMES

  
Partner

For MEHTA & MODI HOMES

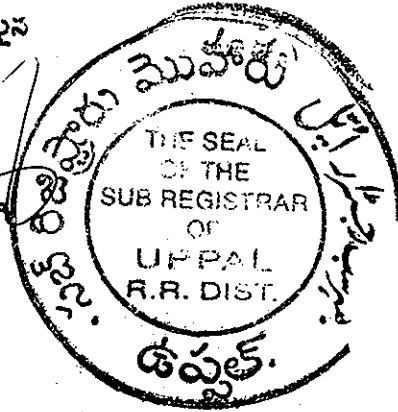
  
Partner

1వ పుస్తకము రి.సి.సంఖ్య  
దస్తావేజుల మొత్తం కాగితముల  
సంఖ్య 13 ఈ కాగితపు వరుస  
సంఖ్య 3

పబ్-రిజిస్ట్రార్

1వ పుస్తకము సంఖ్య (కా.న) పు.సి.సంఖ్య  
అందుగా రిజిస్ట్రారు చేయబడి స్థానికుని నిమిత్తం  
ఉత్తంపు నెంబరు... రి.సి.సంఖ్య-2019 ఇవ్వడమైన  
001 సంఖ్య... నెం.2019... తది

రిజిస్ట్రారు



3. The Buyer shall pay to the Builder the above said consideration of Rs. 20,13,000/- (Rupees Twenty Lakhs Thirteen Thousand Only) in the following manner:

Installment	Amount (Rs.)	Due date of payment
I	8,13,000/-	05.12.2008
II	4,50,000/-	15% of Housing Loan on completion of footings
III	7,50,000/-	Balance amount within 7 days of completion of construction of Bungalow

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. 353 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 1<sup>st</sup> January 2010 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.

For MEHTA & MODI HOMES

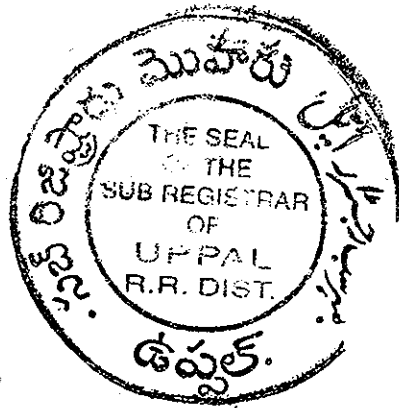
  
Partner

For MEHTA & MODI HOMES

  
Partner

1 వ పుస్తకము రు. 100/- నాణ్యము  
దస్తావేజుల మొత్తం కాగితముల  
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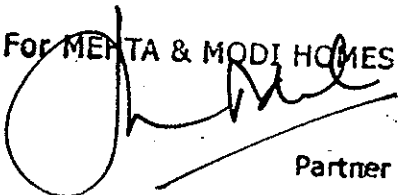
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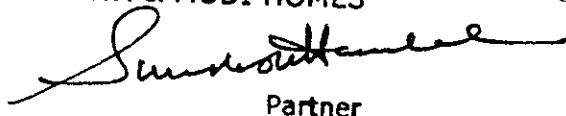
10. The Builder upon completion of construction of the bungalow shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the bungalow provided however, that the Buyer shall not be entitled to take possession if he / she has 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.
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.

FOR MEHTA & MODI HOMES



Partner

FOR MEHTA & MODI HOMES

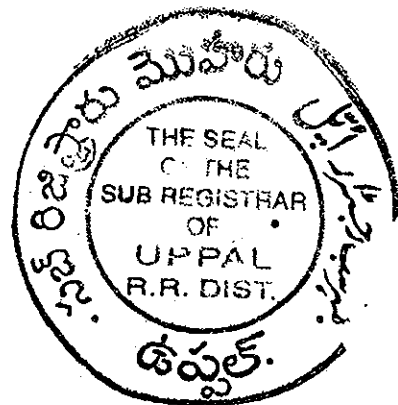


Partner

Page 5

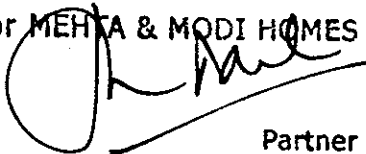
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దస్తావేజాల మొత్తం కాగితముల  
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పబ్-రిజిస్ట్రార్



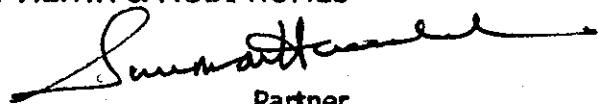
18. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Silver Oak Bungalows and the Buyer shall not make any objection or interruption nor make any claims to the 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.
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.

For MEHTA & MODI HOMES



Partner

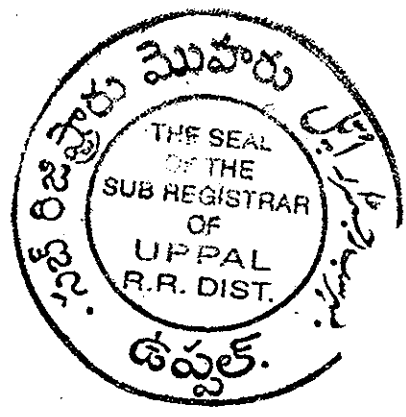
For MEHTA & MODI HOMES



Partner


1వ పుస్తకము (A.A. కనాన్) /  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య 13 ఈ కాగితపు వరుస  
నంబరు 6.....

సబ్-రెజిస్ట్రార్



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 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.
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.
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. 21,130/- is paid by way of challan No. 832968, dated 24.11.2008, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad.

For MEHTA & MODI HOMES



Partner

For MEHTA & MODI HOMES



Partner

1 వ పుస్తకము (ర.సి.సంఖ్య) కి  
దస్తావేజాల మొత్తం కాగితముల  
సంఖ్య: 13. ఈ కాగితపు వరుస  
చిట్టె: 7.

పబ్-రిజిస్ట్రార్

