



आन्ध्र प्रदेश ANDHRA PRADESH

198178


Date : 04-03-2006 Serial No : 2,440 Denomination : 50

Purchased By :  
CH. RAMESH

For Whom :  
MEHTA & MODI HOMES

S/O CH. NARSING RAO  
R/O KAVADIGUDA

SECUNDERABAD

  
Sub Registrar  
Ex. Officio Stamp Vendor  
S.R.O. SECUNDERABAD

**AGREEMENT FOR CONSTRUCTION**

This Agreement for Construction is made and executed on this the 25<sup>th</sup> day of April 2006 at Secunderabad by and between:

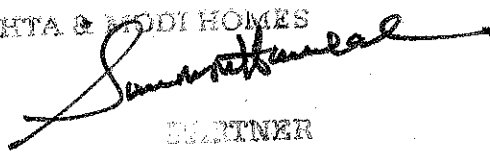
M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partners Mr. Soham Modi, Son of Sri Satish Modi, aged about 36 years, Occupation: Business, and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 56 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

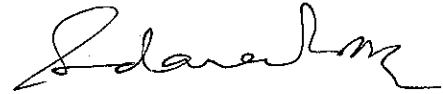
AND

DR. SETHA SUNDARARAO BOPPUDI, S/O. SRI B. ACHTYUTA ACHYUTHA RAMA RAO, aged about 51 years, residing at 54-2RT, Vijaynagar Colony, Hyderabad – 500 457., 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





आन्ध्र प्रदेश ANDHRA PRADESH

198179


Date : 14-03-2006 Serial No : 2,441 Denomination : 50

Purchased By :  
CH. RAMESH

For Whom :  
METHA & MODI HOMES

S/O CH. NARSING RAO  
R/O KAVADIGUDA

SECUNDERABAD

  
Sub Registrar  
Ex. Officio Stamp Vendor  
S.R.O. SECUNDERABAD

**WHEREAS:**

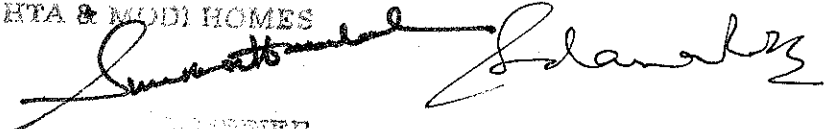
- A) The Builder is the absolute owner and possessor of the land admeasuring about Ac. 6-05 Gt. forming part of Sy. No. 35, 36, 37, 38 & 39 situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Guntas)	Extent of Land (in Acre)
1.	9733/2003	19/8/2003	39	Gt. 80-00	Ac. 2-00 Gt.
2.	11955/2003	30/09/03	36	Gt. 0-50	Ac. 2-00 Gt.
			37	Gt. 18-50	
			38	Gt. 9-00	
			39	Gt. 52-00	
				-----	
				Gt. 80-00	
3.	13200/2003	01/11/2003	35	Gt. 11-00	Ac. 2-05 Gt.
			36	Gt. 60-50	
			37	Gt. 13-50	
				-----	
				Gt. 85-00	
<b>Total Extent of Land</b>					<b>Ac. 6-05 Gts.</b>

For MEHTA & MODI HOMES

  
PARTNER

For MEHTA & MODI HOMES

  
PARTNER

All the above three Sale Deeds are registered at the office of Sub-Registrar of Uppal, R.R. District and are executed by the following owners:

- a. Shri P. Sanjeeva Reddy, S/o. Late Shri P. Sai Reddy,
- b. Shri P. Radha Krishna Reddy, S/o. Shri P. Sanjeeva Reddy
- c. Ms. P. Gayatri, D/o. Shri P. Sanjeeva Reddy
- d. Shri P. Balram Reddy, S/o. Shri P. Sanjeeva Reddy

- B) The Builder has proposed a scheme of developing the Scheduled Land by constructing independent bungalows thereon and for this purpose has done plotting of the Scheduled Land. The layout of the plotting has been approved by HUDA vide Permit No. 50/MPZ/HUDA/04 dated 30/09/2004.
- C) The Builder has named and styled the project of development of the Scheduled Land as SILVER OAK BUNGALOWS.
- D) 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.
- E) The Buyer has purchased plot of land bearing plot no. 42 admeasuring 204 sq. yds. under a Sale Deed dated \_\_\_\_\_ registered as document no. \_\_\_\_\_ 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.
- F) 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. 42 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.
- G) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 42 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.
- H) The Buyer as stated above had already purchased the plot of land bearing no. 42 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated \_\_\_\_\_ referred herein above are and shall be interdependent agreements.
- I) 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.

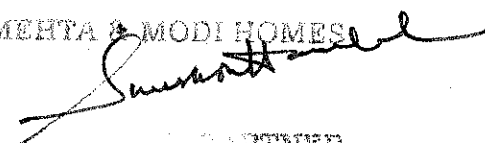
**NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:**

1. The Builder shall construct for the Buyer deluxe Bungalow admeasuring 1475 sq. ft. of built-up area on plot of land bearing plot no. 42 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of **Rs. 15,44,000/- (Rupees Fifteen Lakhs Forty Four Thousand Only).**

For MEHTA & MODI HOMES

  
PARTNER

For MEHTA & MODI HOMES

  
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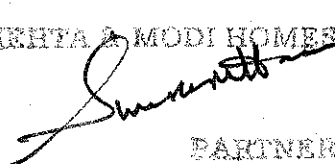


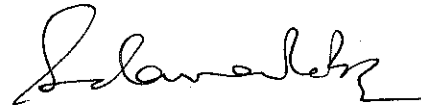
20. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the bungalow under this agreement, or the sale deed, and/or the agreement for development charges.
21. 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.
22. 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.
23. 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 him 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.
24. 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.
25. 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.

For MEHTA & MODI HOMES

  
PARTNER

For MEHTA & MODI HOMES

  
PARTNER



26. 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.
27. 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.
28. 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.
29. 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.

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:

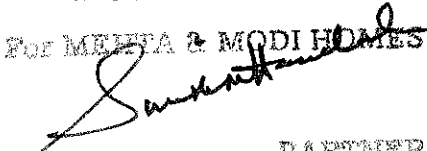
**WITNESSES:**

- 1.
- 2.

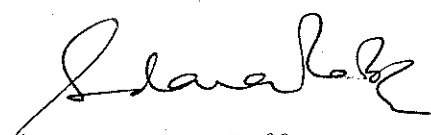
**For MEHTA & MODI HOMES**

  
**PARTNER**  
**BUILDER**

**For MEHTA & MODI HOMES**

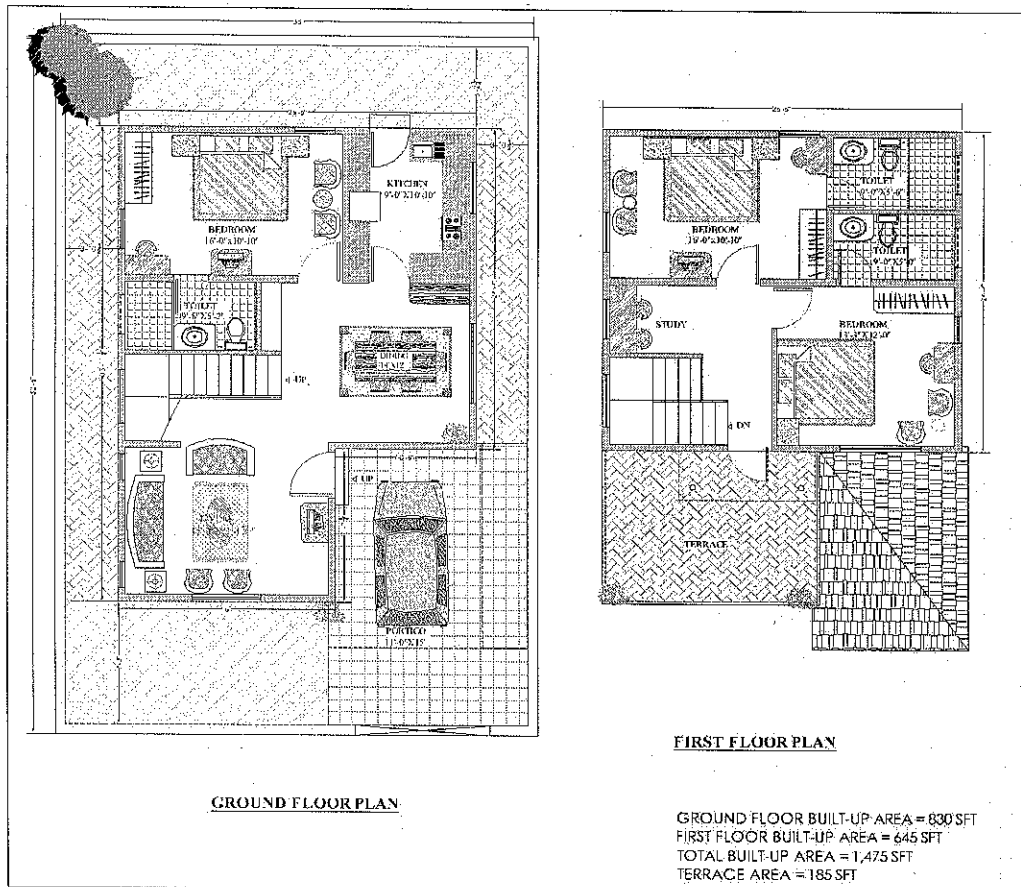
  
**PARTNER**  
**BUILDER**

**BUYER.**



ANNEXURE - A

**PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 42 ADMEASURING  
1475 SFT. OF BUILT-UP AREA**



For MEHTA & MODI HOMES

*John Modi*  
**PARTNER  
BUILDER**

For MEHTA & MODI HOMES

*Suresh Modi*  
**PARTNER  
BUILDER**

*S. D. ...*  
**BUYER**

**ANNEXURE – B**

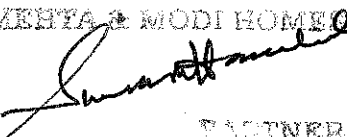
**SPECIFICATIONS:**

Item	Standard Bungalow	Deluxe Bungalow
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Luppam finish with OBD
Roof	Sloping with country tiles	Sloping with country tiles
Flooring – Drawing & Dinning	Mosaic / ceramic	Marble slabs
Flooring – Bedrooms	Mosaic / ceramic	Marble tiles
Door frames	Non-teak wood	Teak wood
Doors	Moulded main door, others flush doors	All doors–moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum openable windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Marc / Jaguar
Staircase railing	MS railing	MS railing within wooden rails
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink	Granite slab, 2 ft ceramic tiles dado, tiles dado, SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes
Lofts & Shelves	Free shelves / lofts up to 100 sft.	Free shelves / lofts upto 150 sft.

For MEHTA & MODI HOMES

  
PARTNER  
BUILDER

For MEHTA & MODI HOMES

  
PARTNER  
BUILDER

  
BUYER