

Designated Partner

Wherever the Developer/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this Agreement in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Developer/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. DETAILS OF PLOT PURCHASED:

- 1.1. The Purchaser has purchased a plot of land in the Housing Project known as Silver Oak Villas, forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medhchal Malkajgiri District (formerly known as Ghatkesar Mandal, Ranga Reddy District) vide registered sale deed from the Developer and the details of which are given in Annexure – A (hereinafter referred to as the Scheduled Plot).
- 1.2. The Developer has agreed to sell the Scheduled Plot to the Purchaser on the condition that the Purchaser shall enter into an Agreement for Construction with the Developer for construction of a villa/house on the Scheduled Plot.
- 1.3. Accordingly the Purchaser had agreed to enter into this Agreement of Construction.

2. DETAIL OF THE VILLA BEING CONSTRUCTED

- 2.1. The Developer has agreed to construct a villa on the Scheduled Plot as per the details given herein and the Scheduled Plot of land along with the villa constructed thereon shall be referred to as Said Villa.
- 2.2. The plan of the Said Villa to be constructed shall be as per the Annexure – B attached herein and the specifications shall be as per Annexure – C attached herein, with such modifications and alterations as may be required or are deemed necessary by the Developer from time to time.
- 2.3. The Developer has provided plans of the Said Villa to the Purchaser along with details of carpet area and built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Said Villa. The consideration mentioned herein is the lumsun amount for the Said Villa. The Purchaser confirms that he shall not raise any objections on this count.

3. CONSIDERATION FOR CONSTRUCTION:

- 3.1. The Purchaser agrees to pay the Developer the consideration detailed in Annexure – A for construction of the Said Villa and the payment shall be made in installments as detailed in Annexure – A.
- 3.2. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Purchaser only and such costs do not form part of the agreed consideration mentioned in Annexure -A. The Purchaser shall pay stamp duty and/or registration charges as required for execution of this Agreement for Construction. In case the Purchaser fails to pay such stamp duty and/or registration charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

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- 3.3. It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the construction of the Scheduled Plot. Such charges shall not form a part of the consideration mentioned in Annexure – A. In case the Purchaser fails to pay such taxes or charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.
- 3.4. That the Developer has agreed to construct the Said Villa as per plan and specifications given in Annexure – B and Annexure – C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 3.5. Interest on delayed payment, if any, shall be paid over and above the agreed consideration.
4. COMPLETION OF CONSTRUCTION:
- 4.1. The Developer agrees to deliver the Said Villa completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sft per month, being the average expected rent for the Said Villa. The Purchaser shall be entitled to such a compensation for delay in completion, if and only if, the Purchaser has paid the entire consideration to the Developer. The Purchaser agrees to limit their claims for delay in completion to the said amount.
- 4.2. The Developer shall not be responsible for delay in completion in case of delay in payment by the Purchaser. In case of delay in payment of installments by the Purchaser to the Developer, then the delay in payment in no. of days for each installment the payment has been delayed shall be added to the date of completion mentioned in Annexure – A.
- 4.3. That upon completion of construction of the Said Villa the Developer shall intimate to the Purchaser the same at his last known address and the Purchaser shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Developer shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Developer or the respective society or Association. The Developer shall be entitled to recover such dues, if any, from the Purchaser.
- 4.4. That from the intimation as to possession or completion of the Said Villa or date of receipt of possession of the villa, whichever is earlier the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Said Villa including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Developer shall be entitled to recover such dues, if any, from the Purchaser.

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4.5. The Housing Project is proposed to be completed in phases and the schedule date of completion of the entire Housing Project may not have been specified. The Developer proposes to complete the Said Villa as given above along with the basic common amenities and utility services. The Purchaser shall not raise any objection to the non-completion or delay in completion of other villas as long as the Purchaser is able to enjoy possession of the Said Villa without any reasonable let or hindrance.

4.6. The Developer at his discretion may withhold the final finishing works like last coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Purchaser confirms his readiness to take possession of the Said Villa. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, it is agreed that the final finishing works shall be withheld to ensure that the completed villa is handed over to the Purchaser in a brand new condition.

5. POSSESSION OF VILLA:

5.1. That the Purchaser shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the Said Villa before it is fully constructed and possession delivered unless he has made full payment of consideration along with other charges such as electricity, water, monthly maintenance, corpus fund, taxes, interest, etc., under and strictly according to this agreement.

5.2. The Purchaser shall be entitled to take possession of the Said Villa only on receipt of 'Letter of Possession' from the Developer. Any claim to possession made by the Purchaser without obtaining the Letter of Possession shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

5.3. At the request of the Purchaser the Developer may give license to the Purchaser to enter the villa being purchased by him for the purposes of installation of furniture and fixtures or for purposes like housewarming. before the Purchaser has paid the entire consideration and other charges to the Developer. The Purchaser shall not be entitled to claim possession of the Said Villa till such time all dues are cleared and such a license given by the Developer to enter the Said Villa cannot be construed as handing over of possession by the Developer to the Purchaser. Any claim to possession made by the Purchaser before clearing all the dues shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

6. FORCE MAJEURE:

6.1. That in event of any delay in the completion of the construction of the Said Villa and delivery of possession of the said villa by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., or by way of any order of a court, tribunal, statutory authorities, etc., the Developer shall not be held responsible. The Purchaser shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed.

6.2. 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.

For **SILVER OAK VILLAS LLP**

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ANNEXURE- A

1.	Names of Purchaser:	Mr. Gummadi Kanaka Rao
2.	Purchaser's permanent residential address:	R/o. H. No. 1-1-364/18/A/001, Mallikarjuna Residency, Jawahar Nagar, RTC X Road, Hyderabad - 500 020.
3.	Sale deed executed by Developer in favour of Purchaser	Document no. 7405 of 2020, dated 29.07.2020, regd. at S.R.O, Uppal, Medchal-Malkajgiri District.
4.	Type of villa	A1 - Single - Type
5.	No. of floors	Ground Floor Only
6.	No. of bedrooms	2 - Bedrooms
7.	Details of Said Villa :	
	a. Villa no.:	18
	b. Plot area:	161 Sq. yds.
	c. Built-up area :	1100 Sft.
	d. Carpet area	696 Sft.
8.	Total sale consideration:	Rs. 10,00,000/- (Rupees Ten Lakhs Only)
9.	Details of advance paid:	
	1. Rs.5,00,000.-(Rupees Five Lakhs Only) paid by way cheque no.049966, dated 09.05.2019 drawn on Yes Bank Ltd., Begumpet Branch, Hyderabad.	
	2. Rs.5,00,000/-(Rupees Five Lakhs Only) paid by way cheque no.049969, dated 09.05.2019 drawn on Yes Bank Ltd., Begumpet Branch, Hyderabad..	
10.	Scheduled date of completion:	30.12.2020
11.	<u>Description of the Schedule Villa:</u> All that land forming plot no.18, admeasuring about 161 sq. yds, along with a villa constructed thereon, having built up area 1100 sft, in the housing project named as "Silver Oak Villas" forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medhchal-Malkajgiri District (formerly known as Ghatkesar Mandal, Ranga Reddy District), bounded by: North by: Plot No. 19 South by: Plot No. 17 East by: 30' wide Road West by: Neighbours Land	

For SILVER OAK VILLAS LLP

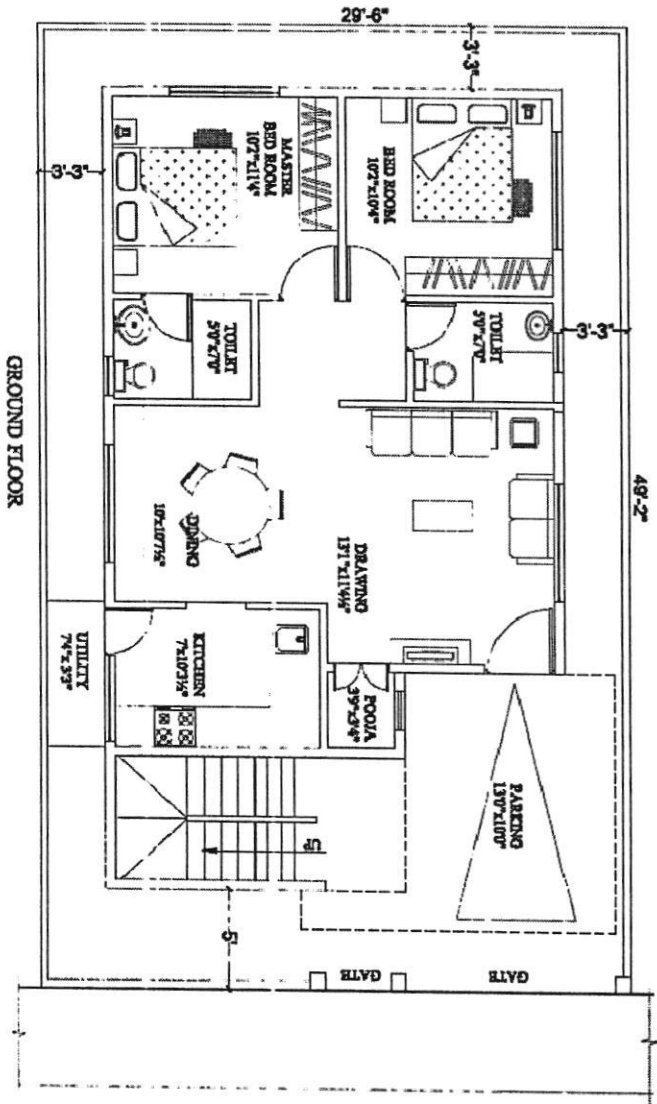
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DEVELOPER

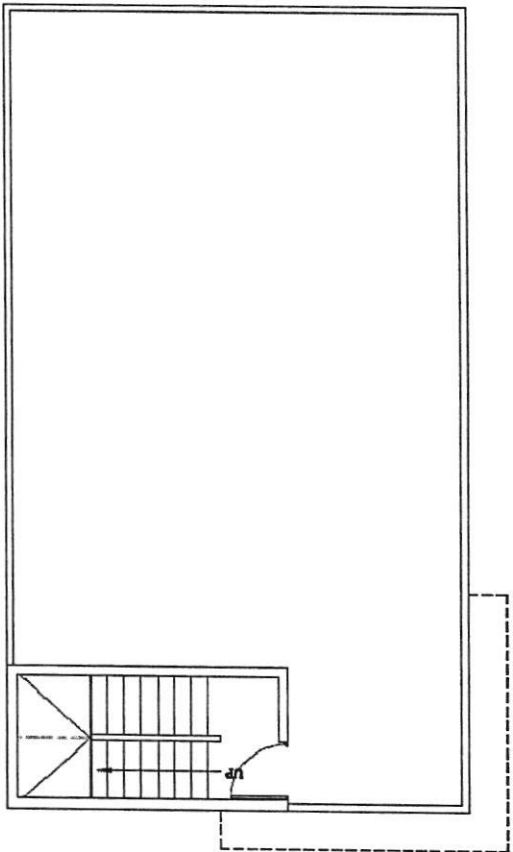
PURCHASER

ANNEXURE- B

Plan of the Said Villa:



TERRACE FLOOR



For **SILVER OAK VILLAS LLP**

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DEVELOPER


PURCHASER

ANNEXURE - C

SPECIFICATIONS OF SCHEDULED VILLA

- Structure: RCC
- Walls: 4"/6" solid cement blocks
- External painting: Exterior emulsion
- Internal painting: Smooth finish with OBD
- Flooring: 24" vitrified tiles – To be supplied by Purchaser and installed by the Vendor.
- Internal Door frames: To be supplied by Purchaser and installed by the Vendor.
- Main door: To be supplied by Purchaser and installed by the Vendor.
- Other doors: Painted panel doors and hardware – To be supplied by Purchaser and installed by the Vendor.
- Electrical: Copper wiring with modular switches – To be supplied by Purchaser and installed by the Vendor.
- Windows: To be supplied by Purchaser and installed by the Vendor.
- Bathrooms: Tiles to be supplied by Purchaser and installed by the Vendor.
- Plumbing: UPVC / CPVC / PVC pipes
- Sanitary: Cera / Parryware or equivalent brand – To be supplied by Purchaser and installed by the Vendor.
- CP fittings: Branded quarter turn – To be supplied by Purchaser and installed by the Vendor.
- Kitchen platform: Granite slab with 2 ft dado and SS sink

Note:

1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
2. Changes to external appearance and color shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.
8. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Vendor and subject to change from time to time without prior notice.
9. The additions and alterations that may be permitted within the Scheduled Villa shall be at the sole discretion of the Vendor and the Purchaser shall not raise any objections on this count.
10. The Purchaser shall be given an opportunity to visit the site for providing details like choice of colour of walls, bathroom tiles, etc. The Purchaser at his discretion may provide material like floor tiles, bathroom tiles, sanitary fitting, CP fitting, electrical switches, etc., to be installed in place of the material provided by the Vendor. The Vendor agrees to refund the cost of not providing the said materials to the Purchaser. The Purchaser shall record the additions and alterations that he wishes to make at site and such a record shall be jointly signed by the Purchaser and the Vendor's engineer. The additions and alterations shall be carried out strictly as per the recorded alterations. The Purchaser will deliver such material, if any, to the site at its cost by the agreed date. Any delay in completion of the Scheduled Villa for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the villa.

For **SILVER OAK VILLAS LLP**

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PURCHASER