23 B/C

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

AU 326788

S.No. 14535 Dt. 15/9/12 Rs. 100/-

Sold to Ramesh S/o Narsing Rao, Hyd

For Whom Mehta & Modi Homes, Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No.16-02-30/1998
REN.No.16-02-08/2010
Sub-Bapu ... -13.
Cell.No.9989259839

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 10th day of December 2012 at S.R.O., Uppal, Ranga Reddy District by and between:

M/s. MEHTA & MODI HOMES, a partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partners Shri Soham Modi, Son of Sri Satish Modi, aged about 42 years, Occupation: Business and Sri Suresh U Mehta Son of Late Uttamlal Mehta, aged about 62 years, Occupation: Business, hereinafter referred to as the 'Builder'

AND

Mr. C. R. S. CHAKRAVARTHY, SON OF Mr C. PULLAIAH aged about 26 years, Occupation: Service, residing at H. No. 87-775-1, Lectures Colony, Madhav Nagar, Kurnool - 518 001., hereinafter referred to as the 'Buyer'

The term Builder and Buyer shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

For MEHTA & MODI HOMES
Partner

For MEHTA & MODI HOMES
Partner

REGISTRAR (STAMPS SALES DEPOT)

11 APR 2012

LICENSED STAMP VENDOR

19 MAY 2012

WHEREAS:

A) Whereas the Builder has acquired rights to develop land admeasuring acres 3-05 gts., forming Sy. Nos.74 & 75 of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District (hereafter referred as 'Schedule Land') by virture of development of agreement registered as document no.7827/07, dated 30.04.2007 at the S.R.O. Uppal. The Builder has purposed to develop 44 villas on the Schedule Land and for which it has obtained permit for construction from GHMC / HUDA in file no.0149/CSC/TP1/2008, Permit No.5/69 dated 18.12.2008. The purposed project of development is name as 'Villas at Silver Creek'.

B) The Buyer has purchased plot of land bearing plot no. 23 admeasuring 173 sq. yds., under a Sale Deed dated 10.12.2012 registered as document no. 12228 / 2012 in the Office of the Sub-Registrar, Uppal in the said project. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction with the Builder for construction of a villa on the plot of the land.

C) 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. 23 and also about the capacity, competence and ability of the Builder to construct the villa thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Villas at Silver Creek'.

D) The Buyer is desirous of having a villa constructed for him by the Builder on plot of land bearing no. 23 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the villa.

E) The Buyer as stated above had already purchased the plot of land bearing no. 23 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 10/12 / 2012 referred herein above are and shall be interdependent agreements.

F) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the villa 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 villa admeasuring 1835 sq. ft. of built-up area on plot of land bearing plot no. 23 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for an amount of Rs.21,60,000/-(Rupees Twenty One Lakhs Sixty Thousand Only).

For MEHTA & MODI HOMES
Partner

For MEHTA & MODI HOMES
Partner

2. The Buyer shall pay to the Builder the above said amount of Rs. 21,60,000/-(Rupees Twenty One Lakhs Sixty ThousandOnly) in the following manner:

Installment	Due date for payment	Amount
I	8,08,000/-	23.10.2012/-
II	4,32,000/-	23.11.2012/-
III	7,20,000/-	On completion of flooring, doors, windows, bathroom tiles and 1st coat of paint/-
IV	2,00,000/-	On Completion

3. That the Vendee shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Vendee shall pay such installments on or before the due dates.

4. In case the Scheduled Property is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Property, notwithstanding the installments and due dates mentioned above.

5. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Vendee. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.

6. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for whatsoever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 23 to the Builder for the purpose of construction of the villa.

8. The Builder shall construct the villa 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.

9. 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.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

10. The Builder shall complete the construction of the villa and handover possession of the same on or before31st August 2013 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 villa 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.

11. The Builder upon completion of construction of the villa 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 villa 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.

12. The Builder has conveyed to the Buyer that different villas shall be completed at different times. It is not possible for the Builder to maintain each villa in a brand new condition for weeks or months and therefore minor works like final coat of paint, polish, installation of CP and sanitary ware, etc., may not be completed. Such works shall be completed only when the Buyer is ready to take possession and has cleared all his/her dues. These minor works shall be completed within 15 days of receipt of dues by the Builder. The Buyer has agreed to the same and shall not raise any objection in this regard.

13. The Buyer upon taking possession of the villa 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. The Buyer undertakes to give a list of complaints and corrections in writing to the Builder after payment of all dues and before taking possession of his/her villa. The Builder undertakes to rectify or make the corrections suggested by the Buyer, that are well within its scope of work, within 15 days after clearing all dues.

14. 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 villa.

15. The Buyer shall not be allowed to alter any portion of the villa that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2025 and all the villas in the project of Villas at Silver Creek shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.

16. The Builder shall deliver the possession of the completed villa 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.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

17. 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 Villas at Silver Creek project.

18. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the villa nor shall the Buyer make any additions or alterations in the villa without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Villas at Silver Creek Project.

19. 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 Villas at Silver Creek 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.

20. The Builder shall have the right to construct other villas and provide necessary common amenities and facilities on the Scheduled Land that is required under the scheme of development of Villas at Silver Creek 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 Villas at Silver Creek shall be enjoyed jointly in common by the occupants, owners or the Buyers of the respective villas without any hindrance or objection of any kind whatsoever.

21. 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 villa under this agreement, or the sale deed.

22. 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.

23. That the Buyer shall become a member of the association / society which shall be formed to look after the maintenance of the Villas at Silver Creek Project and shall abide by its rules. Until the society / association is formed the Buyer 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. If the Buyer ever fails to pay maintenance charges for his/her villa, the association shall be entitled to disconnect and stop providing all or any services to the scheduled villa including water, electricity, etc. The Buyer shall pay a sum of Rs.50,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed villa.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

24. 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.

25. 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 villa 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.

26. 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 villa. 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.

27. That the Buyer or any person through him shall keep and maintain the villa 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 Villas at Silver creek. To achieve this objective the Buyer, (a)Throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the villa for any illegal, immoral, commercial & business purposes. (c) Use the villa in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Villas at Silver Creek (d) Store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the villas (g) install cloths drying stands or other such devices on the external side of the villas.

28. 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.

29. 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.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

30. 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.

31. 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.

SCHEDULED PLOT

a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 23, admeasuring about 173 sq. yds., in the project known as "VILLAS AT SILVERCREEK" forming part of Sy. Nos.74 & 75, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto and bounded on:

North	Plot No. 22
South	Plot No. 24
East	30" wide road
West	Plot No. 13

AND

b) ALL THAT DELUXE VILLA admeasuring 1835 sft., of built-up area to be constructed on the above said plot no. 23 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.

For MEHTA & MODI HOMES

Partner

(Soham Modi)
BUILDER

For MEHTA & MODI HOMES

Partner

(Suresh U. Mehta)
BUILDER

BUYER.

ANNEXURE – A

SPECIFICATIONS:

Item	Semi-Deluxe Villa	Deluxe Villa
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
Exterior painting	Exterior emulsion	Exterior emulsion
Interior painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Branded Vitrified tiles
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC openable/sliding windows with grills	Powder coated aluminum or UPVC openable windows with grills
Sanitary	Parryware / Hindware or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn C P fittings
Staircase railing	MS railing with MS banister	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes. Provision for solar heater	GI & PVC pipes. Provision for solar heater. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	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 Villa. Separate drinking water connection in kitchen.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each Villa. Separate drinking water connection in kitchen.

Note:

1. Choice of 2 colours for interiors, 2 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change to external appearance and colors 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. Specifications / plans subject to change without prior notice.

For MEHTA & MODI HOMES

Partner

(SOHAM MODI)
BUILDER

For MEHTA & MODI HOMES

Partner

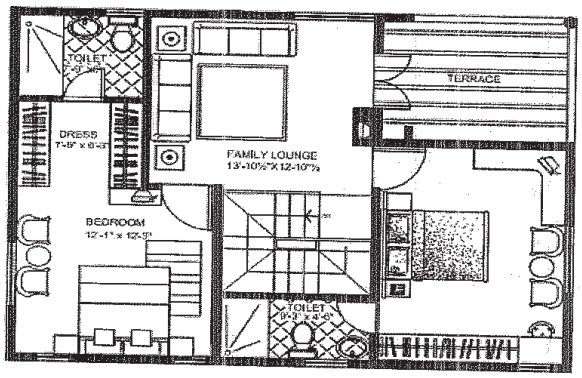
(SURESH U. MEHTA)
BUILDER

BUYER

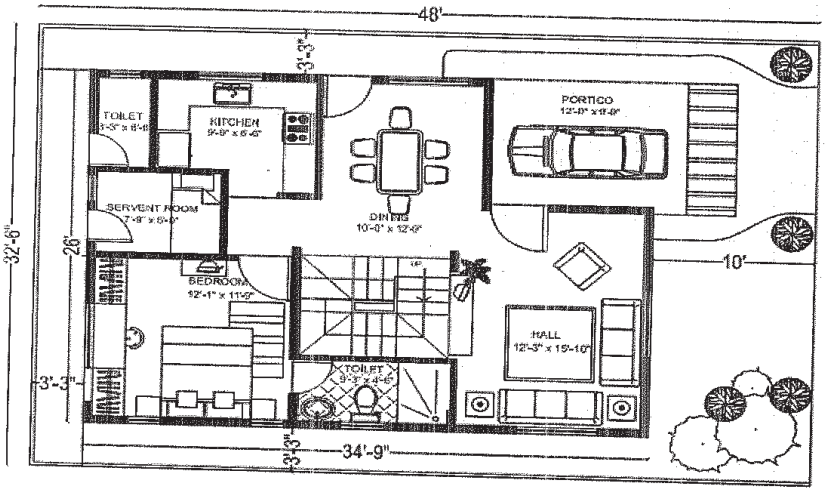
ANNEXURE – B

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 23 ADMEASURING 1835 SFT. OF BUILT-UP AREA.

N



FIRST FLOOR



GROUND FLOOR

AREA OF GROUND FLOOR : 811.00 SFT.
AREA OF FIRST FLOOR : 794.00 SFT.
TOTAL BUILT UP AREA : 1605.00 SFT.
TERRACE AREA : 109.00 SFT.

For MEHTA & MODI HOMES
Partner
(SOHAM MODI)
BUILDER

For MEHTA & MODI HOMES
Partner
(SURESH U. MEHTA)
BUILDER

BUYER