

7. Shri. Pritesh Rajesh Kotak, Son of Shri. Rajesh C. Kotak, aged about 23 years, resident of # 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad.
8. Smt. Rashmi R. Kotak, Wife of Shri. Rajesh C. Kotak, aged about 47 years, Occupation: Housewife, resident of # 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad.
9. Smt. Saroj. S. Parikh, Wife of Late Shashikanth S. Parikh, aged 47 years, Occupation Housewife, resident of # 1-10-98/6, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
10. Smt. Neema B. Parikh, Wife of Shri. Bhavesh S. Parikh, aged about 33 years, Occupation: Business, resident of # 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
11. Shri. Mitesh K. Parikh, Son of Krishna Kant S. Parikh, aged about 22 years, Occupation: Service, resident of # 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
12. Shri. Harsh J. Baldev, Son of Jitendra Baldev, aged about 20 years, resident of 124, Jeera, Secunderabad.

Hereinafter referred to as the "Vendors" and severally as Vendor no.1, Vendor no.2, Vendor no.3, Vendor no.4, Vendor no.5, Vendor no.6, Vendor no.7, Vendor no.8, Vendor no.9, Vendor no.10, Vendor no.11 and Vendor no.12 respectively.

AND

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 43 years, Occupation: Business and Sri Sudhir U. Mehta Son of Late Uttamlal Mehta, aged about 52 years, Occupation: Business, hereinafter referred to as the 'Builder'

[Handwritten signatures: Sundar Singh, Rajendra Kumar, Anand Kumar, M. Ashah]

[Handwritten signatures: Anand Kumar, Mehta Ashah, Sunil Kumar]

[Handwritten signatures: Samir Singh, Harish, Mitesh Parikh, Harsh Baldev]

For MEHTA & MODI HOMES
[Handwritten signature: Sudhir U. Mehta]
Partner

2 *[Handwritten signature: Anand Kumar]*

3 *[Handwritten signature: Sunil Kumar]*

For MEHTA & MODI HOMES
[Handwritten signature: Sudhir U. Mehta]
Partner

[Handwritten signature: Anand Kumar]

AND

1. Shri. Suresh U. Mehta, son of Late Uttamlal Mehta, aged about 65 years, Occupation: Business, resident of No.2-3-577, Uttam Towers, D. V. Colony, Minister Road, Secunderabad – 500 003
2. Shri. Anand S. Mehta, son of Shri. Suresh U. Mehta, aged about 38 years, Occupation: Business, resident of No.1-8-32/21, Minister Road, Babu Bagh Colony, Secunderabad.
3. Shri. Hari S. Mehta, son of Shri. Suresh U. Mehta, aged about 35 years, Occupation: Business, resident of No.2-3-577, Uttam Towers, D. V. Colony, Minister Road, Secunderabad – 500 003., hereinafter jointly referred to as Consenting Parties and severally referred to as Consenting Party No.1, Consenting Party No.2 and Consenting Party No.3 respectively

AND

Mr. Jagadish Bimidi, son of Mr. Bhasker Bimidi, aged about 28 years, Occupation: Service, residing at # H. No. 1-4-412, Satya Nagar Colony, Kothapet, Hyderabad - 500 035., hereinafter referred to as the 'Buyer' The term Vendor and Buyer shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

WHEREAS:

- A) Whereas the Vendor has given on development to M/s. Mehta & Modi Homes, a registered partnership firm (hereinafter referred as the Builder) 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 virtue of Development 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. 37 admeasuring 173 sq. yds. under a Sale Deed dated 28-10-13 registered as document no. 4539/2013 in the Office of the Sub-Registrar, Kapra 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 Vendor for construction of a villa on the plot of the land.

[Handwritten signatures and stamps follow]

[Stamp: For MEHTA & MODI HOMES]
[Signature: Partner]

[Stamp: For MEHTA & MODI HOMES]
[Signature: Partner]

[Handwritten: 1. Suresh Mehta]
[Handwritten: 2. Anand Mehta]
[Handwritten: 3. Hari Mehta]

[Handwritten: Jagadish Bimidi]

[Handwritten: 1. Suresh Mehta]
[Handwritten: 2. Anand Mehta]
[Handwritten: 3. Hari Mehta]

[Handwritten: Jagadish Bimidi]

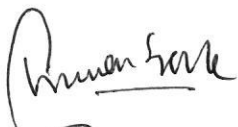
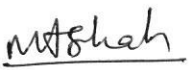
- C) The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 37 and also about the capacity, competence and ability of the Vendor to construct the villa thereon and providing certain amenities and facilities which are 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 Vendor on plot of land bearing no. 37 as a part of the development project taken up by the Vendor and the Vendor is willing to undertake the said construction of the villa.
- E) The Builder and Consenting Parties at the request of the Vendor and Vendee are joining in execution of this agreement so as to assure perfect legal title in favour of the Vendee and to avoid in future any litigations
- F) The Buyer as stated above had already purchased the plot of land bearing no. 37 and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed dated 28-10-2013 referred herein above are and shall be interdependent Agreements.
- G) 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 Vendor shall construct for the Buyer deluxe villa admeasuring 1835 sq. ft. of built-up area on plot of land bearing plot no. 37 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for an amount of Rs.12,07,000/-(Rupees Twelve Lakhs Seven Thousand Only).
2. The Buyer shall pay to the Vendor the above said amount of Rs. 12,07,000/-(Rupees Twelve Lakhs Seven Thousand Only) in the following manner:

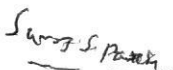
Installment	Due date for payment	Amount
I	26.11.2013	7,04,000/-
II	On Completion	5,03,000/-

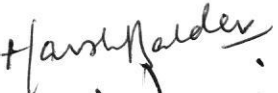












For MEHTA & MODI HOMES
 Partner
 For MEHTA & MODI HOMES
 Partner



3. That the Buyer 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 Buyer 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 Buyer 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 Buyer. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date.
6. That the Buyer at his discretion and cost may avail housing loan from bank / financial institutions. The Buyer 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 Buyer for whatsoever reason. The payment of installments to the Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 37 to the Vendor for the purpose of construction of the villa.
8. The Vendor 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 Vendor 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 Vendor.

Sudip Kaha *Kay Singh Khosla* *Anurag* *MT Shah*
Anurag *Meeta Shah* *Sushant Kumar*
Singh S. P. Singh *H. Singh* *Mitesh Kumar* *Hans Raj*
 For MEHTA & MODI HOMES 2 *Anand Singh* 3 *11 mi*
[Signature] Partner
 For MEHTA & MODI HOMES
[Signature] Partner
X [Signature]

- and other services and outgoings payable in respect of the said villa.
- Budraj Shah Karvin Khos Anwar Nurk Nitish
Partman Meha Shah 1. Suresh Shah
Seema S. Purohit Name Nitesh Shah Hanshah
 For MEHTA & MODI HOMES 2. Anand Shah 3. 11 in
Partner
 For MEHTA & MODI HOMES Partner
Partner

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 Vendor 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 Vendor 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 Vendor.
17. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 Vendor 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 Vendor 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 Vendor. 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 Vendor 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, Vendors or the Buyers of the respective villas without any hindrance or objection of any kind whatsoever.

Sandeep Shah *Kashin Kishor* *Anurag* *Mishra*
Arish *Meeta Asha* *Suresh Kumar*
Sany Sp. Pvt. Ltd. *Nemo* *Mitesh Kumar* *Harsh Guler*
For MEHTA & MODI HOMES 2 *Anam Singh* 3 *1 in*
Partner
For MEHTA & MODI HOMES
Partner x *Shah*

- agreement.
- Rudraj Shah Rajom Khir Anwarullo Mtshah Prakash
- Mtshah 1. Sumat Singh S. Pandey Neeraj
- For MEHTA & MODI HOMES
- Partner
- For MEHTA & MODI HOMES
- Partner
2. Anwar Khir Mtshah Hans Rajder
3. Prakash
- x Prakash

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.
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.

Rudraj Rao *Kapil Rishi* *Anurag* *Meeta Ashah*

Meeta Ashah *Sunil Kumar*

Sang S. Parikh *Nilesh Parikh* *Hansh Bader*

FOR MEHTA & MODI HOMES
[Signature]
Partner

2 *Anand*

3 *[Signature]*

FOR MEHTA & MODI HOMES
[Signature]
Partner

x *[Signature]*

SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF OPEN LAND bearing Plot No. 37 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	Park
South	Plot No. 38
East	30' wide road
West	Plot No. 29

IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

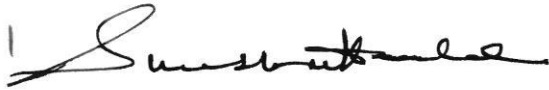
WITNESS:

1.

2.


1. Sandeep Shah


2. Dr. L. G. Rohit

1 


3. Amar V. Shah

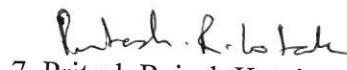

4. Meera A. Shah

2 

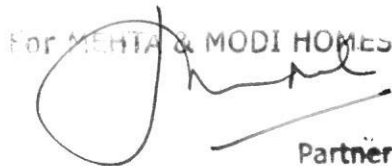

5. Ajit V. Shah

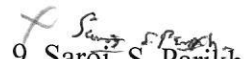

6. Meeta A. Shah

3 


7. Pritesh Rajesh Kotak

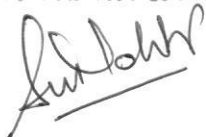

8. Rashmi R. Kotak

For MEHTA & MODI HOMES

Partner


9. Saroj. S. Parikh


10. Neema B. Parikh

For MEHTA & MODI HOMES


Partner


11. Mitesh K. Parikh


12. Harsh J. Baldev

(VENDORS)


V E N D E E

SPECIFICATIONS:

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

For MEHTA & MODI HOMES

Partner

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 37 ADMEASURING 1835 SFT.
OF BUILT-UP AREA.



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

For MENTA & MODI HOMES

Partner

Partners

msl

Arif Khan

Heene

Sandy S. Penick

Michael Parker Hawthorne

Arantse
3 17 in

x ~~Butterfly~~