

## මීප්රිතාක तेलंगाना TELANGANA

Tran Id: 250228155425708806
Date: 28 FEB 2025, 03:56 PM
Furchased By:
MAHENDAR
S/o MALLESH
F/o SEC-BAD
For Whom
SERENE CONSTRUCTIONS LLP

STATE OF



BH 797938

K. SATISH KUMAR
LICENSED STAMP VENDOR
Lic. No. 16/05/059/2012
Ren.No. 16-05-033/2024
Plot No.227, Near C.C. Court, West
Marredpally,Sec-Bad
Ph 9849355156

## AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 28<sup>th</sup> day of February 2025 at Hyderabad by and between:

M/s. Serene Constructions LLP an incorporated Limited Liability Partnership Firm, having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad–500 003, represented by its authorsied signatory, Mr. Gaurang Mody, S/o. Late Jayantilal Mody, aged about 57 years, Occupation: Business hereinafter referred to as Developer.

#### **AND**

M/s. Caps Gold Private Limited (CIN No.- U67190TG2009PTC063169) represented by Mr. Chanda Sreenivas Rao, S/o. Mr. Chanda Parameshwar Rao, aged about 57 years, Occupation: Business, residing at Villa No. 10, Luxura Greens, OPP:- Kendriya Vidyala, Balanagar Road, New Bowenpally, Tirumalagiri, Hyderabad, Telangana-500 011 hereinafter referred to as the 'Buyer'

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

FOR SERENE CONSTRUCTIONS LLP

Partner

For CAPS GOLD PVT. LTD.

Director

#### WHEREAS:

- A) The Buyer has purchased agricultural land/farmland bearing farm no. 32 admeasuring Ac.0-20 gts (½ acre) by way of a Sale Deed dated 20-02-2025 registered as document no. 593 of 2025 in the Office of the MRO, Chevella, R. R. Dist, hereinafter referred to as the Scheduled Property.
- B) The Buyer is desirous of constructing a villa/cottage on the said farmland and has approached the Developer to construct/develop the villa/cottage. The Developer has agreed to construct the same for the Buyer.
- C) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the villa/cottage and are desirous of recording the same into writing.

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

- 1. The Developer shall construct for the Buyer a villa / cottage admeasuring 1000 sq. ft. of built-up area on the Scheduled Property as per the agreed plan, details of which are given in Annexure A herein and as per specifications given in Annexure B herein. The Buyer shall pay the Developer a sum of Rs.10,00,000/-(Rupees Ten Lakhs Only) for the said construction.
- 2. The Buyer already paid an amount of Rs.10,00,000/-(Rupees Ten Lakhs Only) before entering this agreement which is admitted and acknowledged by the developer.
- 3. The Buyer has handed over the vacant and peaceful possession of the Scheduled Property to the Developer for the purpose of construction of the villa / cottage.
- 4. The Developer shall construct the villa / cottage 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.
- 5. The layout plan of the serene farms project is attached as Annexure–C herein.
- 6. The Developer agrees to deliver the villa/cottage on the Scheduled Property completed in all respects on or before with a further grace period of 3 months. However, the Developer shall not be liable and responsible if they are unable to construct and deliver the possession of the said villa / cottage 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 Developer 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 SERENE CONSTRUCTIONS LLP

For CAPS GOLD PVT. LTD.

Director

- 7. The Developer upon completion of construction on the Scheduled Property, shall intimate the Buyer about the same at his/her last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he/she has fulfilled all his/her 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 Buyer shall also be obliged to pay monthly maintenance charges to the Developer or the respective society or Association.
- 8. The Buyer upon taking possession of the villa / cottage shall own and possess the same absolutely and to the exclusion of the Developer and shall have no claims against the Developer on any account including any defect in the construction.
- 9. The Developer shall deliver the possession of the completed villa / cottage together with the redelivery of the Scheduled Property to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Developer.
- 10. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Developer 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 Serene Farms project.
- 11. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall seek or cause the stoppage or stay of construction or related activity in the Serene Farms project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Developer 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 Developer. 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.
- 12. It is hereby agreed and understood explicitly between the parties hereto the Buyer 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 on construction of the villa/cottage or payment of consideration under this agreement.
- 13. The Buyer hereby covenants and agrees with the Developer that if he fails to abide with the terms and conditions of this agreement the Developer shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Developer upon such cancellation shall be entitled to forfeit a sum equivalent to 20% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Developer. The Developer shall further be entitled to allot, convey, transfer and assign the said villa / cottage to any other person of their choice and only thereafter, the Developer will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 14. 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 SERENE CONSTRUCTIONS LLE

Partner

For CAPS GOLD PVT. LTD.

Director

#### **SCHEDULED PROPERTY**

All that piece and parcel agricultural farm land bearing no.32, admeasuring about Ac.0-20 gts (½ acre) along with a cottage / villa constructed thereon having built up area 1000 sft, forming part of Sy. Nos. 43/\approx/1 of Yenkapally Village, Chevella Mandal, R. R. District, marked in red in the plan annexed hereto, bounded on:

North	30' wide road
South	Agricultural Farm Land No. 30 in Sy. No. 43 & 44
East	Agricultural Farm Land No. 33 in Sy. No. 43
West	30' wide road

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 M/s. Serene Constructions LLP rep by its authorized Signatory: Mr. Gaurang Mody

FOR SERENE CONSTRUCTION

DEVELOPER

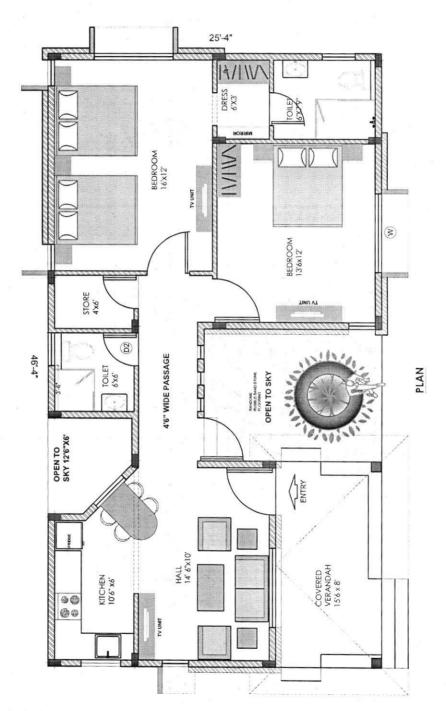
For CAPS GOLD PVT. LTD.

Direc BUYER

## ANNEXURE - A

PLAN FOR CONSTRUCTION OF COTTAGE / VILLA NO. 32 ADMEASURING 1000 SFT. OF BUILT-UP AREA.





For M/s. Serene Constructions LLP rep by its authorized Signatory: Mr. Gaurang Mod's For SERENE CONSTRUCTION OF SE

DEVELOPER

For CAPS GOLD PVT. LTD.

Director

**BUYER** 

#### ANNEXURE - B

## **SPECIFICATIONS:**

Item	Specifications
Structure	RCC
Walls	Cement blocks
External painting	exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	Rustic Ceremic / vitrified Tiles
Main door frame	Wood with polished panel door
Internal door frames	Wood with painted panel door
Windows	Aluminium sliding windows with grills & mosquito mesh
Sanitary	Cera /Parryware / Hindware or equivalent brand
CP fittings	Branded quarter turn .
Bathrooms	Branded designer tiles upto 7 ft.
Kitchen	Granite slab with 2 ft dado and SS sink
Electrical	Copper wiring with modular switches
Plumbing	UPVC / PVC pipes.

For M/s. Serene Constructions LLP rep by its authorized Signatory: Mr. Gaurang Mody

For SERENE CONSTRUCTIONS.

DEVELOPER

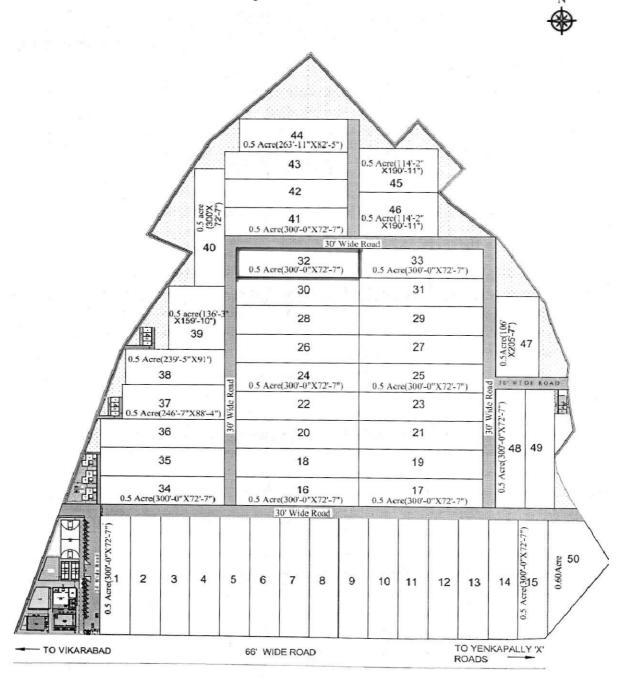
For CAPS GOLD PVT. LTD.

Director

**BUYER** 

### ANNEXURE - C

Layout Plan of the Serene Farms Project:



For M/s. Serene Constructions LLP rep by its authorized Signatory: Mr. Gaurang Mody

FOR SERENE CONSTRUCTIONS LAP

DEVELOPER

Partner

For CAPS GOLD PVT. LTD.

Di

Director

**BUYER**