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తెలంగాణ తేలంగానా తెలంగాణా

S.No. 20270 Date: 06-11-2019
Sold to: M. S. ANIREDDY VASUDHA REDDY
W/o. Late Shri VEERA REDDY
For: SELF OTHERS

X 747469

K. SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

Plot No.227, Opp Back Gate of City Civil Court

West Marredpally, Sec'bad. Mobile: 9849355156

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 25th day of November 2019 at S.R.O, Miryalaguda, Nalgonda District by and between:

Shri. Anireddy Ajay Reddy, S/o. Late Veera Reddy aged about 29 years, Occupation: Business, resident of Flat No. A-402, Aditya Hilltop, Road No. 82, Jubilee Hills, Filmnagar Sub-Port, Hyderabad - 500 096, rep. by his General Power of Attorney Holder Smt. Anireddy Vasudha Reddy, W/o. Late Veera Reddy aged about 56 years, Occupation: Housewife, resident of Flat No. A-4 2, Aditya Hilltop, Road No. 82, Jubilee Hills, Filmnagar Sub-Port, Hyderabad (vide registered GP bearing doc. no.10223 of 2019, dated 14.08.2019, regd. at SRO, Miryalagdua, Nalgonda District) hereinafter referred to as the "Vendor".

AND

Mr. Mudimala Srinivasa Reddy, Son of Mr. Mudimala Narsi Reddy, aged about 38 years, Occupation: Service residing at Manager (EMD), Kudgi STPP, NTPC Limited, V&P Kudgi, Taluk Basavan Bagewadi, District Vijayapur, Karnataka - 508 355, 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. Modi Realty (Miryalaguda) LLP, a registered Limited Liability Partnership (hereinafter referred as the Builder) land admeasuring Ac.16-19 gts forming Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana (hereafter referred as 'Schedule Land') by virtue of Joint Development Agreement dated 24.12.2016 registered as document no. 242/2017 with SRO, Miryalaguda. The Builder has purposed to develop 91 villas on the Schedule Land and for which it has obtained permit for construction from DTCP and Miryalaguda Municipality in file no. 2883/2016/H vide permit no. B.P. No. 111/2016/H. The purposed project of development is name as 'AVR Gulmohar Homes'.
- B) The Buyer has purchased plot of land bearing plot no. 78 admeasuring 206 sq. yds. under a Sale Deed dated 25.11.2019 registered as document no. 1770/2019, in the Office of the Sub-Registrar, Miryalaguda 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.
- 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. 78 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 AVR Gulmohar Homes.
- D) The Buyer is desirous of having a villa constructed for him by the Vendor on plot of land bearing no. 78 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 Buyer as stated above had already purchased the plot of land bearing no. 78 and the parties hereto have specifically agreed that this Construction Agreement and the Sale Deed dated 25.11.2019 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 Vendor shall construct for the Buyer a Deluxe Villa admeasuring 1250 sq. ft. of built-up area on plot of land bearing plot no. 78 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs.20,71,000/-(Rupees Twenty Lakhs Seventy One Thousand Only).
2. The Buyer shall pay the above said amount of Rs. 20,71,000/-(Rupees Twenty Lakhs Seventy One Thousand Only) to the Vendor / Developer in the following manner:

Installment	Due date for payment	Amount
I	Within 7 days of casting slab	6,32,720/-
II	Within 7 days of completion of brick work & internal plastering	6,19,140/-
III	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	6,19,140/-
IV	On completion	2,00,000/-

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. 78 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.
10. The Vendor shall complete the construction of the villa and handover possession of the same on or before 30.06.2020, with a further grace period of 6 months. However, the Vendor 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 Vendor 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 Vendor 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 Vendor shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.

A. Valudhachetty

M.S. Reddy

12. The Vendor has conveyed to the Buyer that different villas shall be completed at different times. It is not possible for the Vendor 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 Vendor. 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 Vendor and shall have no claims against the Vendor on any account including any defect in the construction. The Buyer undertakes to give a list of complaints and corrections in writing to the Vendor after payment of all dues and before taking possession of his/her villa. The Vendor 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 Vendor as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges form electricity, water and other services and outgoings payable in respect of the said villa.
15. That 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 5 years from date of handing over possession of the completed villa or till the end of year 2024, whichever is later and all the villas in the project of AVR Gulmohar Homes 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 AVR Gulmohar Homes.
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 AVR Gulmohar Homes.
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 AVR Gulmohar Homes 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.

A. Vasudeha Reddy

M. S. Reddy

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 AVR Gulmohar Homes 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 AVR Gulmohar Homes 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.
21. It is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, GST 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 AVR Gulmohar Homes and shall abide by its rules. Until the society / association is formed the Buyer shall pay to the Vendor such proportionate cost of outgoing such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor/Developer. If the Buyer ever fails to pay maintenance charges for his/her house, the association / Vendor shall be entitled to disconnect and stop providing all or any services to the Scheduled Property including water, electricity, etc. The Buyer shall pay a sum of Rs. 30,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed Villa..
24. Any delay or indulgence on the part of the Vendor 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 Vendor of any breach or non compliance of any of the terms and conditions of this agreement by the Vendor nor shall the same prejudice the rights of the first party in any manner.
25. The Buyer hereby covenants and agrees with the Vendor that if he fails to abide with the terms and conditions of this agreement the Vendor shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Vendor 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 Vendor. The Vendor shall further be entitled to allot, convey, transfer and assign the said villa to any other person of their choice and only thereafter, the Vendor 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 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.

A. Velushe Reddy.

M. S. Reddy

27. That the Buyer or any person through him shall keep and maintain the villa in a decent and civilized manner and shall do his part in maintaining the living standards of the villas at a very high level. The Buyer shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the AVR Gulmohar Homes. To achieve this objective the Buyer, inter-alia shall not (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 AVR Gulmohar Homes (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 clothes drying stands or other such devices on the external side of the villas (h) plant trees within the plot that are not authorized by the Vendor/Developer / Association (i) change the design of compound wall or install a gate (j) change the color of the villa (k) add cladding, tiles, texture, etc., to the external side of the building (l) store material in parking area, balconies, terrace that affect the external appearance of the villa (m) place shoe racks, pots, plants or other material on the compound wall or drive way of footpath.

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.

A. V. S. R. Reddy M. S. R. Reddy

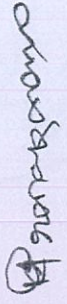
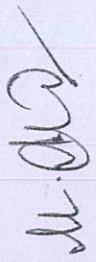
SCHEDULED PROPERTY

All that piece and parcel of land bearing plot no. 78, admeasuring about 206 sq. yds, along with a villa constructed thereon, having built up area 1250 sft in the housing project named as "AVR Gulmohar Homes" forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana, marked in red in the plan and specifications mentioned annexed hereto as Annexure A and Annexure -B respectively and bounded on:

North	Plot No. 77
South	Plot No. 79
East	30' wide road
West	Plot No. 68 & 69

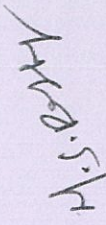
IN WITNES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1. 
2. 

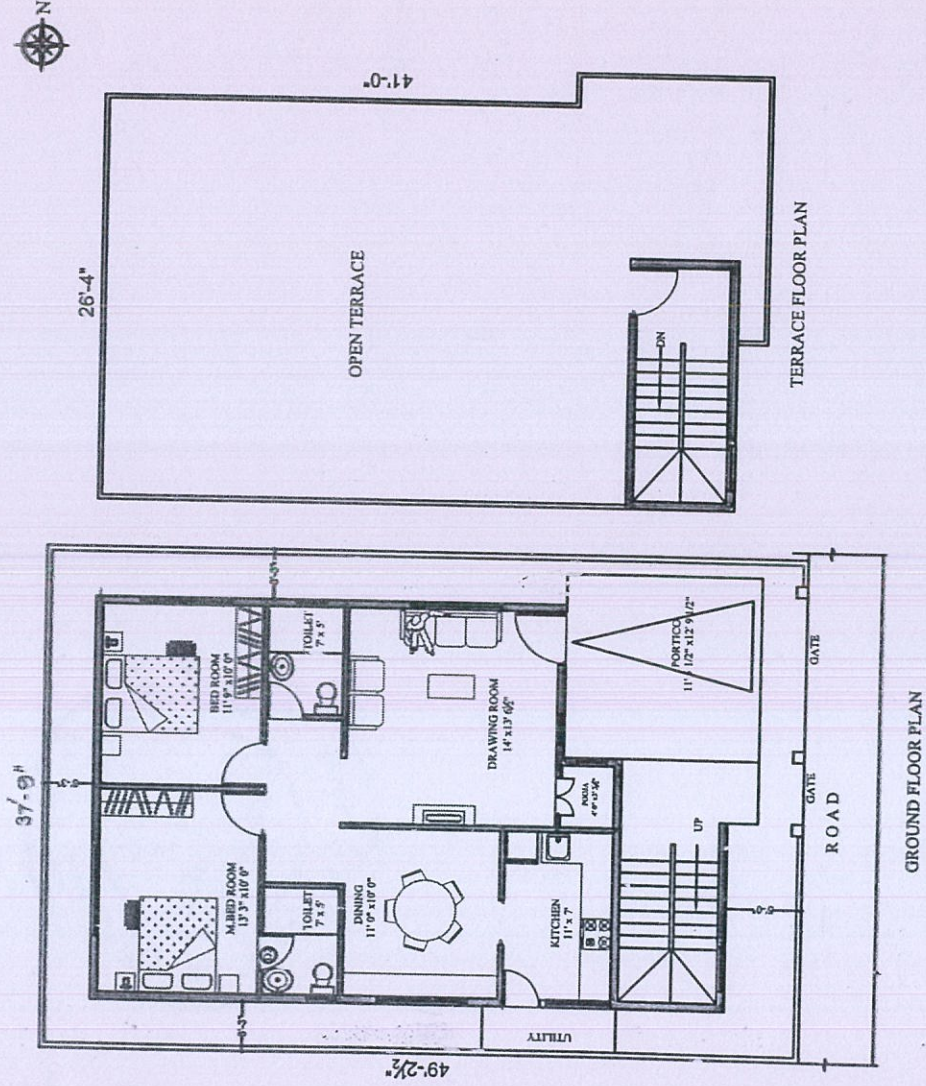


VENDOR / DEVELOPER


BUYER.

ANNEXURE-B

Plan of the Said Villa:



A. Vasudeha Reddy
VENDOR / DEVELOPER

A. Vasudeha Reddy
BUYER
M. S. S. M.

ANNEXURE - C

Specifications of Said Villa:

Item	Specifications
Structure	RCC
Walls	4"/6" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	Branded 2 x2 ft. vitrified Tiles
Door frames	Wood (non-teak)
Main door	Laminated / polished panel door
Other doors	Painted panel doors
Electrical	Copper wiring with modular switches
Windows	Powder coated Aluminium sliding windows with grills
Bathrooms	Branded ceramic tiles -- 4/7ft height
Plumbing	CPVC/PVC pipes.
Sanitary	Branded sanitary ware
CP fittings	Branded quarter turn ceramic disc type
Kitchen platform	Granite slab with 2 ft dado and SS sink

Note:

- Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
- Changes to external appearance and color shall not be permitted.
- Fixing of grills to the main door or balconies shall not be permitted.
- Change of doors or door frames shall not be permitted.
- Changes in walls, door positions or other structural changes shall not be permitted.
- Only select alterations shall be permitted at extra cost.
- RCC lofts and shelves shall not be provided.
- Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Developer and subject to change from time to time without prior notice.
- The additions and alterations that may be permitted within the Scheduled Villa shall be at the sole discretion of the Developer and the Purchaser shall not raise any objections on this count.
- 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 Developer. The Developer 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 Developer'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.

A. Vasudeh Reddy
VENDOR / DEVELOPER

M. S. Reddy
BUYER

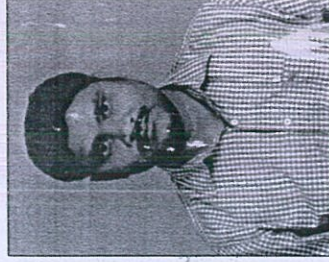
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

<u>SL.NO.</u>	<u>FINGER PRINT IN BLACK (LEFT THUMB)</u>	<u>PASSPORT SIZE PHOTOGRAPH BLACK & WHITE</u>	<u>NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER</u>
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VENDOR:

SMT. ANIREDDY VASUDHA REDDY
W/O. LATE VEERA REDDY
R/O. FLAT NO. A-402
ADITYA HILLTOP, ROAD NO. 82
JUBILEE HILLS
FILMNAGAR SUB-PORT
HYDERABAD - 500 096



BUYER:

MR. MUDIMALA SRINIVASA REDDY
S/O. MR. MUDIMALA NARSI REDDY
R/O. MANAGER (EMD), KUDGI STPP
NTPC LIMITED, V&P KUDGI
TALUK BASAVAN BAGEWADI, DISTRICT
VIJAYAPUR, KARNATAKA - 508 355

SIGNATURE OF WITNESSES:

- 1.
- 2.

SIGNATURE OF THE VENDOR

SIGNATURE OF THE BUYER

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF

REGISTRATION ACT, 1908.

SL NO	FINGER PRINT IN BLACK LEFT THUMB	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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WITNESS:

1. MR. K. PRASHANT REDDY
S/o MR. K. PADMA REDDY
R/o. 5-4-187/3 & 4
M.G. ROAD
SEC 8 AD.



2. MD. AHMAD HUSSAIN
S/o MD. A. HUSSAIN
R/o. 21-65
Dyalaupura
Miryalaguda.

SIGNATURE OF WITNESSES:

1. Prashant

2. M. K. S.

SIG. OF THE VENDOR

A. Vasudeh Reddy
SIGNATURE OF THE BUYER

M. S. Reddy



భారత ప్రభుత్వం

GOVERNMENT OF INDIA

పాలక సంస్థ

Prabreddy Vasudhita Reddy



భూమి నివాస సంవత్సరం
Year of Birth: 1982

పురుష / Female



1982 7868



భారత సర్కార్

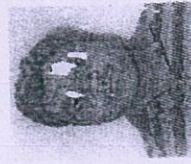
GOVERNMENT OF INDIA

శ్రీనివాస రెడ్డి ముడిమాలా

Srinivasa Reddy Mudimalla

జన్మ సంవత్సరం Year of Birth : 1982

పురుష / Male



1982 0176

आधार — आम आदमी का अधिकार

INDIAN UNION DRIVING LICENCE
TELANGANA STATE

54791995
PRABHAKAR REDDY K
K PADMA REDDY
23-64/10/24
JAISWALI GARDEN
AMBERPET
HYDERABAD-500013

Signature
Issued: 18/12/2014
RTA-HYD

Portrait of Prabhakkar Reddy K

భారత ప్రభుత్వం
Government of India

భూమి నివాస సంవత్సరం
Year of Birth: 1982

పురుష / Male

Portrait of Prabreddy Vasudhita Reddy

1982 7868

భారత ప్రభుత్వం
Government of India

భూమి నివాస సంవత్సరం
Year of Birth: 1982

పురుష / Male

Portrait of Prabreddy Vasudhita Reddy

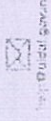
1982 7868

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GOVERNMENT OF INDIA

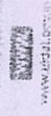
Address: VNO Aghwadi
Veeru Reddy, House/Edg./
Apt.: 19-2, Street/Road/
Lane: REDDY COLONY,
Landmark: RAGHAVA
THEATRE Area/Locality/
Sector: MIRYALAGUDA,
Village/Town/City:

భూమి నివాస సంవత్సరం
Year of Birth: 1982

పురుష / Male



1982 1137



భూమి నివాస సంవత్సరం
Year of Birth: 1982

పురుష / Male

A. Vasudhita Reddy

1982 1137

Prabreddy Vasudhita Reddy

1982 1137

VID: 9103 0063 1359 2117