



From,

Name of the plot owner : .....

Address and contact details :

.....

.....

Date: \_\_\_\_\_

To,

VERITA INFRA INDIA LLP

3rd Floor, Shangrila Plaza, KBR Park Road,

Banjara Hills, Hyderabad, Telangana 500034

Re: All that piece and parcel of land being Plot No. \_\_\_\_\_ of \_\_\_\_\_ admeasuring \_\_\_\_\_ square yards or thereabouts, situated at \_\_\_\_\_. ("Plot")

Dear Sir,

By and under a Deed of Conveyance dated \_\_\_\_\_, between \_\_\_\_\_ and myself / as a result of authorization granted to me by the \_\_\_\_\_ to me, I became the owner of / authorized to undertake development activities on the said Plot. I have the authority and power to develop the Plot and I hereby engage you for the purpose of development and construction on plot mentioned above.

I, (herein after referred to as the "Owner") hereby agree to engage you, VERITA INFRA INDIA LLP (herein after referred as the "Contractor") for the development and construction on the Plot belonging myself.

The Owner and Contractor are hereinafter jointly referred to as the "Parties" and individually referred as "Party".

Please find below inter alia, the terms and conditions of the engagement of yourself for construction on the Plot:

**1. Scope of work :**

The scope of work to be undertaken by the Contractor shall include the following:

- i. Plot marking and Numbering
- ii. Community Fencing
- iii. Internal gravel road
- iv. Black top for Main road
- v. Electrical Line to the main road
- vi. Park and garden
- vii. Avenue plantation

**2. Representations and Warranties:**

- a. The Owner hereby represents and affirms to the Contractor that the Owner is authorized to engage the Contractor for the development and construction on the Plot.
- b. The Owner and the Contractor acknowledge and agree that they shall have full power and authority for the development of the Plot and perform their duties under the contract, which shall constitute a valid, legal and binding obligation on them.
- c. The Owner and Contractor agree that, the execution and delivery of, and the performance of their obligations under this letter shall not result in a breach of any contract, order, judgment or decree of any court or governmental authority by which they may be bound.

**3. Payment/collection policy:**

- a. The Owner agrees that, total consideration for the development of the said plot shall be Rs ..... inclusive of applicable taxes including goods and service tax.
- b. The Owner agrees that all Cheques / Demand drafts in respect of any payment shall be drawn by the Owner in favor of the Contractor or such other name as specified by the Contractor in writing.
- c. The Owner hereby agrees that in case the Owner is not authorized to or eligible for development of the said Plot, for any reasons, the Owner shall not be entitled to refund of the amount paid to the Contractor. The Contractor shall however be at the discretion to appropriate the amount paid to it by the Owner against the development of any other plot of the Owner, in respect of which the Contractor is appointed to develop.
- d. The Owner hereby agrees to deliver all the cheques / demand drafts and make any other payments only at the authorized offices of the Contractor.
- e. The Owner agrees that the Contractor shall not be responsible for any cash payments made by the Owner without obtaining official signed receipts from the Contractor.

**4. Limitation of scope:**

- a. The Owner agrees that the Contractor shall only be responsible to perform development activities as stated hereinabove and shall not be required to undertake any other duties and responsibilities
- b. The Owner agrees that the Contractor shall not provide any services or advice to the Owner in connection with the business, financial and tax aspects pertaining to the purchase, sale or marketability of the Plot.
- c. The Owner agrees that the Contractor shall not be required to review and advise on the technical, commercial and other terms of any documents, submitted or provided to the Owner by any third party in connection with the Plot.

**5. Limitation of liability:**

- a. The Owner agrees that the Contractor shall not be responsible for any loss/ damage to Owner resulting from act of god, act of nature, government legislation, statutory, government or judicial orders or any other unforeseen circumstances that are beyond the control of the Contractor.
- b. The Owner agrees that Contractor shall not be liable to the Owner for any indirect, incidental, consequential, special, exemplary other damages, including but not limited to loss of profits, loss of data, business interruption and the like, suffered by the other or any third party under or in pursuance of the terms hereof, how so ever arising, whether under contract, tort or otherwise, even if advised about the possibility of the same.
- c. The Parties further acknowledge and agree that every decision taken by a party pursuant to the transactions contemplated hereunder represents an assumption of risk and that the party shall not underwrite or assume the other party's risk in any manner and shall not under any circumstance and in any guarantee any specific or assumed return on the Plot.
- d. The Parties agrees that a Party shall not take any responsibility or liability for promises or commitments made to any third party by the other Party.

**6. Indemnity:**

- a. In addition to all other rights which may be available to the Owner and Contractor, each, shall indemnify, defend and hold harmless the other upon demand at any time and from time to time, against any and all Losses arising out of or in connection with any misrepresentation or breach of any provisions of the terms and conditions mutually agreed upon.
- b. The indemnification rights of the Owner or Contractor are independent of, and in addition to, such other rights and remedies that the Parties may have under the terms and conditions agreed upon or at Law or in equity or otherwise, none of which rights or remedies shall be affected or diminished thereby.

**7. Confidentiality:**

The Contractor and the Owner acknowledges and agrees that the Parties shall maintain the confidentiality of the terms and conditions agreed upon, provided, that any of them may deliver or disclose such terms to any Governmental Authority having jurisdiction over them to the extent required by applicable Law, provided, further that Owner or Contractor is required to disclose such terms, the Owner or Contractor shall provide to the other, with prompt written notice thereof so that the other Party may seek a protective order, confidential treatment or other appropriate remedy, and in any event shall furnish only that portion of the information which is reasonably necessary for the purpose at hand and shall exercise reasonable efforts to obtain reliable assurance that confidential treatment will be accorded such information to the extent reasonably requested by the other.

**8. Legal Relationships:**

- a. The Owner or Contractor acknowledges and agrees that Parties shall not undertake any obligation or incur any liability (including a financial obligation or liability) on behalf of the other Party, or legally bind the other Party, without such consent of the other Party.
- b. The Owner and the Contractor agrees that under no circumstances shall this letter create or imply a legal partnership, agency, joint venture or imply any trust between the Owner and the Contractor.

**9. Severability:**

The Owner and the Contractor hereby agrees that, if any terms and conditions agreed upon is or becomes invalid, illegal or unenforceable under the laws of any jurisdiction, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in this letter but without invalidating any of the remaining terms and conditions under this letter which shall not in any way be affected or impaired. The Owner and Contractor shall then use all reasonable endeavours to replace the invalid or unenforceable provisions with a valid and enforceable and mutually satisfactory substitute provision, achieving as nearly as possible the intended commercial effect of the invalid, illegal or unenforceable provision.

**10. Waiver and Remedies:**

The Owner and the Contractor agrees that no failure or delay by the Owner or Contractor in exercising any right or remedy provided by law under or pursuant to the business relationship shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

**11. Dispute resolution and governing Law:**

- a. The Owner and the Contractor agrees that the terms of this engagement shall be governed by and constituted in accordance with the laws of India and the parties submit to the exclusive jurisdiction of the Courts of Hyderabad
- b. The Owner and the Contractor agrees that if any difference or Disputes between the Owner and Contractor that are not resolved by mutual negotiation within a period of one (1) month, after they have arisen, shall be referred to arbitration by a sole arbitrator to be mutually appointed by the parties. The arbitration shall be governed by The Arbitration and Conciliation Act 1996, the venue of the arbitration shall be Hyderabad, India and the language of arbitration shall be English. The award by the arbitrator shall be final and binding on the parties.

I hereby accept and acknowledge the above terms and conditions and request you acknowledge and return duplicate copy of this letter as a token of your acceptance.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

We confirm and accept the abovementioned terms and conditions,

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Signature of the Plot Owner

[Signature of the Contractor]