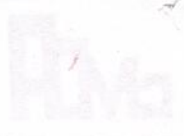


Chennai Metropolitan Development Authority
REGISTRATION OF UNAPPROVED PLOTS & LAYOUTS



REGISTRATION SLIP

REGISTRATION NO. _____
DATE _____
NAME OF THE APPLICANT _____
ADDRESS _____
VILLAGE _____
TOWN _____
REGISTRATION FEE _____
REGISTRATION CHARGE _____
REGISTRATION STAMP _____
REGISTRATION AUTHORITY _____

Sl. No.	Plot No.	Village	Type of Survey	Survey No.	Sub-Division No.	Land Classification	Extent in Sqm	Date of Registration
1	273	NEESAPAKKAM	2	2	1	Residential	273	12-04-2017

MEMORANDUM OF AGREEMENT

"THE PARTY OF THE SECOND PART OF OWNER" (Which term Subject to the Context so permits or requires shall mean and include their successors in interest, administrators and assigns)
AND Mr. _____ {PH:NO: _____} NO:4/60, _____, SITE ADDRESS: _____ .ect to the context so permits or requires shall mean and include their heirs, legal representatives, executors administrators, and assigns/ successors in interest, administrators, and assigns)

THIS MEMORANDUM OF AGREEMENT entered into at Madras on this the 00ND _____ 2017 between M/S. SRI LAKSHMI RAM ENTERPRISES represented herein
By the Proprietrix Mr.Saravanaprabhu Carrying on Their business at No.15, Lake View Street , Nesapakkam , West K K Nagar , Chennai - 600 078. Hereinafter Called.

WHEREAS the party of the first part is the owners of the construction materials; And
WHEREAS at the request of the hirer, the owner has agreed to hire the construction
Material mentioned in the schedule hereunder more fully and hereinafter called the
Schedule Property;

AND

WHEREAS the parties hereto have mutually agreed to enter into this Memorandum
Of Agreement in order to stipulate the terms and conditions of hiring in writing;

NOW THIS MEMORANDUM OF AGREEMENT WITNESSETH :

1. That the hiring charges for the schedule property shall be mentioned below

S.NO	DISCRIPTION	SIZE	PER MONTH {Broucher Rate}	QUANTITY
1	-	-	-	-
2	-	-	-	-
3	-	-	-	-
4	-	-	-	-

**WE GIVE THE DISCOUNT RATE ON THE CONDITION. YOU HAVE TO PAY EVERY MONTH
RENT AMOUNT SAME OF THE DELIVERY DATE (OR) YOU RETURN THE MATERIAL AS
USUAL THE DELIVERY DATE.WHETHER YOU HAVE NOT FOLLOW THE CONDITION YOU
MUST PAY THE BROUCHER RATE.**

2.The hiring charges mentioned above is for a period of 30 days (inclusive of date of Collection and date of return) and hiring charges are collected for a minimum period of 30 Days and for period exceeding 30 Days hiring charges will be calculated on prorata basis (subject to clause 15 of this agreement)

3. That an advance deposit of {Rs. _____}/-(Rupees _____
ONLY) forthwith to the owner by hirer.

4. The hirer shall issue Post Dated Cheques for Rs. .00 (Rupees Fill amt in words) towards hiring charges plus GST 18%; The Cheques will be made for every month covering the entire period stipulated hereunder.

5. The Hirer shall pay the value-added GST in accordance with the GST Legislation in force as of the date on which the liability to pay the same accrued.

6. That the hirer shall execute an Indemnity bond for a value of Rs. _____/-(Rupees _____
ONLY) in favor of the owner for the replacement value of the Scheduled Property, being the guarantee money for the safe return of the equipments and accessories as mentioned in the schedule hereunder Supplied on hire by the Owner To the hire.

07. In addition to the Indemnity with a Covering letter empowering the Owner to encash the same if the materials Not returned within the stipulated period.

08. That the Schedule Property hereunder mentioned are offered to the hirer for a Maximum period of 1 year. In Case of any extension required by the hirer, the Hirer shall obtain prior written permission from the owner. However the owner reserves the right to accept or reject the extension depending on the hire's prior Commitments.

09. That subject to the normal wear and tear during the usage, the materials mentioned in the Schedule hereunder Should be returned in good working conditions, The Hirer shall be liable to compensate the owner in deformation or damage is caused to the equipments and accessories by the defective usage/storage or handling by the hirer

10. That the Construction material hired shall be used by the hirer at their worksite Situated at the same shall not be Shifted from the Said place except after obtaining written consent from the owner for Shifting the materials to other places.

11. That the Construction materials mentioned in the Schedule hereunder shall be collected by the hirer from the owner's godown at No.15 Lake View Street Nesapakkam West K. K. Nagar. At the cost of the hirer and that after the period of hire, the hirer shall return the Said materials to the owner's godown at the cost of the hirer.

12. That in the event of default in Payment of hire charges, the owner will have full Right to collect back and take over possession of the schedule Property from the work site of the hirer or from any other place/s where the said equipments, accessories and construction materials are lying without prior permission from the hirer.

13. That the advance deposit paid will not be adjusted against the monthly rents payable And that in the event of hirer committing default in payment of hire charges as agreed, interest at the rate of 24% per annum will be charged on the defaulted amounts from the date the amount become due till the date of realization.

14. That the advance deposit will be returned to the hirer by the owner only after receiving the construction materials mentioned in the schedule hereunder in good and working condition at the godown of the owner.

15. That the party of the second part shall the necessary insurance required to be taken for schedule property covering from the date of moving the material from the owner till such time the same are returned to the Owner.

16. At least 30 days in advance ,the hirer shall intimate the owner in writing about the Schedule of returning the Building Materials, In the absence of such a notice, hiring Charges will be collected for an addition period of 30 days from the date return.

17. That all disputes between the parties hereto including claims and Interpretation to this Memorandum of Agreement shall be subject to the jurisdiction of Chennai, the place of execution of this Memorandum of Agreement.

18. The equipment and accessories have to be inspected by the Hirer at our godown Before collection. Hirer should also ensure proper use of the equipment at Worksite. No claim can be made by the Hirer on owner either directly or indirectly Towards damages or losses due to any failure or any other cause whatsoever manner Arising out of using the equipment given on hire.

19. You have to furnish an undertaking from your Project promoters that the materials taken on hiring basis will not be under nay circumstances attached/ confication Incase of any disputes, M/s Sri Lakshmi Ram Enterprises will have the absolute Rights without any restrictions / reservation to collect back the materials from the Work site. The cost of collection will be debited to your account.

20. It is agreed that between parties to this contract that if any dispute arises between either during the time when the contract is in force or after its termination by efflux of time or by act of parties to the provision of Arbitration and Conciliation Act 1996 and to a Sole Arbitrator to be appointed by the Owner All disputes arising out of this contract will be subject to the territorial jurisdiction Of Chennai City.

SCHEDULE

S.NO	NAME OF THE MATERIAL	SIZE	QUANTITY
1	-	-	-
2	-	-	-
3	-	-	-
4	-	-	-

WITH SEAL ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN

WITNESSES:-

OWNER

- 1.
- 2.

HIRER

INDEMNITY BOND

1. This Deed of Indemnity executed at CHENNAI on this day of _____ By _____ Represented by carrying on their business at hereinafter called the Hirer (which expression subject to the context shall require or permits shall mean and include their heirs, legal representatives, executors, administrators and assigns/ Successors in interest, administrators and assigns)

TO AND IN FAVOUR OF

2. **M/S. SRILAKHMIRAM ENTERPRISES** Carrying on their business at No.15, Lake View Street, Nasapakkam Chennai-600 078. represented by the Proprietor Mr. Saravanaprabu Called the "Owner" (which term Subject to the context shall mean and include their successors-in-interest Administrators assigns)

TO AND IN FAVOUR OF

3. Whereas the Hirer and Owner have entered in to memorandum of agreement dated _____ hiring for the centering material mentioned in the schedule hereto, hereinafter also referred to as schedule property.
4. WHEREAS it was agreed to by the hirer in the said Memorandum of Agreement that the hirer will execute a Deed of Indemnifying the owner for the value of the construction material.

NOW THIS DEED OF INDEMNITY WITNESSETH

That in consideration of the owner handing over the hirer the Centering material as per the memorandum of agreement dated _____ The hirer indemnifies and shall keep the owner indemnified keeping the owner harmless for the full value of the Centering material viz., schedule property which is agreed at Rs. _____ (_____) **ONLY** and also for all such losses, actions, costs, consequences, charges Expenses, claims and demands which arise out of the said Memorandum of agreement entered into between the parties on this day.

The Hirer hereby declare that the owners shall be entitled to forthwith claim and recover from the Hirer the aforesaid sum Rs. _____ (_____) **ONLY** Hirer fails to return the construction material in good and working condition except normal wear and Tear on the stipulated date.

The hirer further declares that the Indemnity shall also be entitled to recover the Agreed hire charges and also repair charges for the materials damaged by the hirer by defective usage .

The hirer further declares that the Indemnity shall be operative against them independently and notwithstanding the other terms and condition which have been agreed to by the hirer separately in this regard.

In witness whereof the Hirer and Owner have signed and executed this deed of Indemnity at Chennai on the day month and year first above written in the presence of

WITNESSES

- 1)
- 2)

OWNER**HIRER**

GENERAL CONDITIONS FOR HIRING CENTRING MATERIALS

01. **PLACING OF ORDERS:** All the order for Hire will be confirmed in writing on Letterheads by authorized representative.
02. **ACCEPTANCE OF ORDER:** We reserve the right to accept or reject any order for hire.
03. **DELIVERY:** Delivery time quoted is subject to materials being available For hire and also force-majeure. We are not responsible for any claim or Damage arising out of delay due to circumstances beyond our control.
04. **INDEMNITY BOND:** During the continuance of the hire period, the hirer shall Make good to us all loss or damage to the material from whatsoever cause the Same may arise ,fair , wear and tear accepted and shall also fully and completely indemnity us by signing indemnity bond in respect of all claims by any Person whatsoever for injury to person or property caused by or in connection With or arising out of the use of plant in respect of all costs and charges in Connction therewith whether arising under statute of Common .
05. **OWNERSHIP:** All materials supplied on hire are our property of the owner and in default of hire payment being promptly made,we shall be at liberty to terminate that hiring At any time giving seven days notice in writing thereupon to take possession as we it for any material on hire. During the period of hire, the materials taken by you on hire will always be used by you and will not be either loaned or given for use and to any other party. You will also not create any charges on these materials . in the event of any breach on your part, we will terminate the contract immediately and we will have the right to take away the materials given on hire.
06. **PROPER USE OF MATERIALS:** The ultimate responsibility for the proper and Efficient working of the equipment and for complying statutory regulations remains with the customer. However, assistance and advice will be given by us in helping to overcome problem that may arise during the use of the equipments on site.
07. **PAYMENT ON HIRE:** Hire charges plus GST of 18% to be paid by post dated cheques in advance.
08. **INSURANCE:** The material will be insured against theft, damage, pilferage Riots etc. and the insurance premium will be borne by you.
- 09 **HIRING PERIOD:** Hiring period will commence from the date of material Leaves our godown and will continue to the day it reaches our godown and will both days inclusive.
- 10 **FREIGHT AND RENEWALS:** Freight & loading/unloading charges both From Back to the godown as well as you site will be born by you.
11. **REPAIRS AND RENEWALS:** Repairs and renewals becoming necessary in Ordinary usage will be affected with the least possible delay but no responsibility can be accepted for consequence of any failure in action, not for the contingent liability if any.
12. **SITE ACCESS:** Company has the right of access to any site at which hire Equipment is being used at the all times and in connection wit the hire Transaction.
13. **RETURN OF EQUIPMENT:** hire period will only cease when the equipment is Returned to our godown by the hirer. All the materials must be returned in good condition.
14. **DAMAGE CHARGES :** You will be absolutely liable for the retail Value of wll damage and loss of use to our materials as follows.

NO	ITEM	SIZE	AMOUNT
1	-	-	@0
2	-	-	@0
3	-	-	@0
4	-	-	@0