DOCT. No. 1085/10-

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SVL.No.13/2000 R.No.16/2009 5-2-30, Premavathipet (V), Rajendranagar (M), R.R. Sist.

K. SATISH KUMAR

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 7th day of April 2010 at SRO, Kapra, Ranga Reddy District by and between:

M/s. ALPINE ESTATES, a registered 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 / duly authorized representatives Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 29 years, Occupation: Business and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 45 years, Occupation: Business., hereinafter called the "Builder" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

MRS. V.K. SADHANA RAJ, WIFE OF MR. V. S. KISHAN RAJ, aged about 39 years, Occupation: Business residing at 12-5-27/2 A & B, Sri Durga Rajeev Residency, Flat No. 202, Vijayapuri Colony, Tarnaka, Secunderabad - 500 017, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Alpine Extates

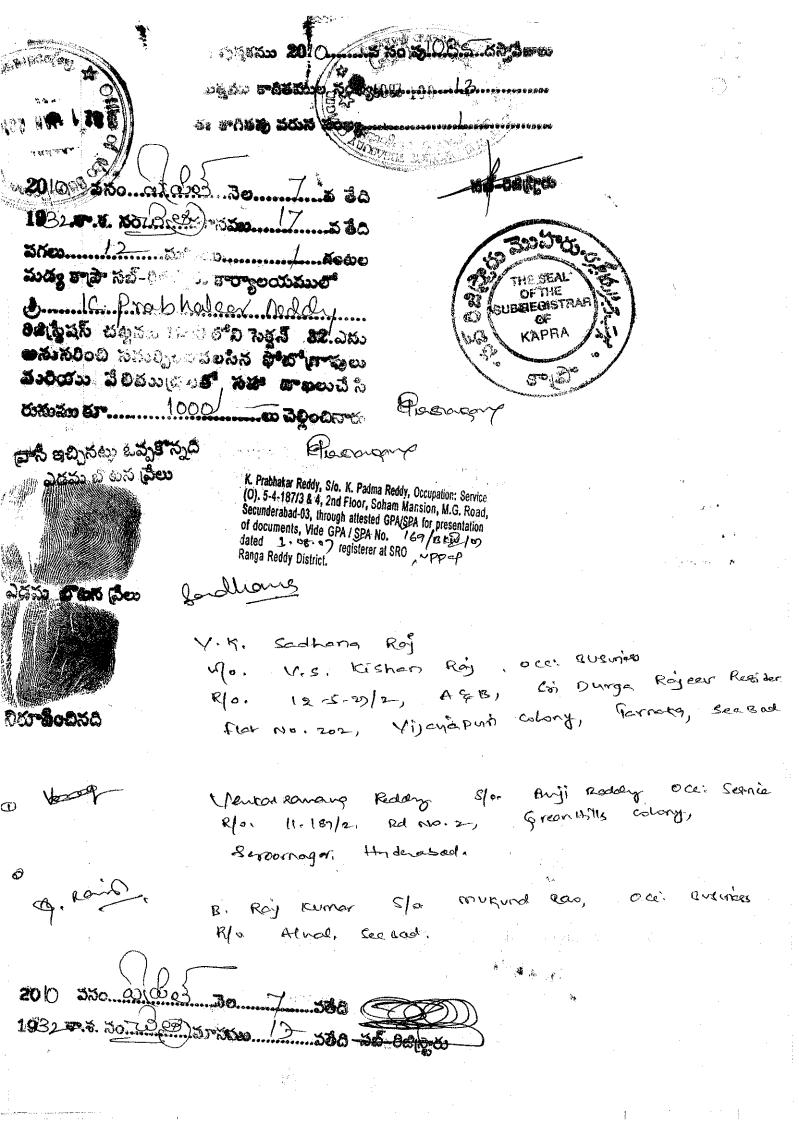
For Alpine Estates

Page 1 of 7

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Partner



#### WHEREAS:

- A. The Buyer under a Sale Deed dated 07.04.2010 has purchased a deluxe apartment bearing flat no. 525 on the fifth floor in block no. 'B' admeasuring 1250 sft. of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District together with:
  - a. Proportionate undivided share of land to the extent of 62.50 sq. yds.
  - b. A reserved parking for one car on the stilt floor bearing no. A-2 admeasuring 100 sft This Sale Deed is registered as document no. 1084/10 in the office of the Sub-Registrar, Kapra, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
- B. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- C. The Buyer as stated above had already purchased the deluxe apartment bearing flat no. 525 on the fifth floor in block no. 'B' and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

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

- 1. The Builder shall complete the construction for the Buyer a deluxe apartment bearing flat no.525 on the fifth floor in block no. 'B' admeasuring 1250 sft. of super built up area and undivided share of land to the extent of 62.50 sq. yds., and a reserved parking space for one car on the stilt floor bearing no. A-2, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a amount of Rs. 16,13,000/- (Rupees Sixteen Lakhs Thirteen Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 16,13,000/- (Rupees Sixteen Lakhs Thirteen Thousand Only) which was admitted and acknowledged by the Builder.

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- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. 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 Builder 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 Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 5. The Buyer has handed over the vacant and peaceful possession of the deluxe apartment bearing flat no. 525 on the fifth floor in block no. 'B' to the Builder for the purposes of completion of construction of the apartment.
- 6. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 7. The Builder 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 Builder.
- 8. The Builder shall complete the construction of the Apartment and handover possession of the same by 10<sup>th</sup> May 2010 with a further period of 6 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment 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 on account of any other reasons which are beyond the control of the Builder 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.

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- 9. The Builder upon completion of construction of the Apartment 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 Apartment 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 Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 10. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
- 11. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 12. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 13. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder 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 Mayflower Heights project.
- 14. 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 Mayflower Heights project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder 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 Builder. 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.
- 15. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.

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- 16. Any delay or indulgence on the part of the Builder 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 Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
- 17. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Stamp duty and Registration amount of Rs. 17,130/-is paid by way of challan no.535093, dated 07.04.2010, drawn on State Bank of Hyderabad, Habsiguda Branch, R. R. District and VAT an amount of Rs. 16,130/- paid by the way of pay order No. 152551 dated 18.11.2009, drawn on HDFC Bank, S. D. Road, Secunderabad.

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#### SCHEDULE 'A'

#### SCHEDULE OF LAND

ALL THAT PIECE OF LAND admeasuring Ac. 4-11 Gts., forming part of Sy. Nos. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, are bounded as under:

North By	Sy. No. 2/1/2 (road)
South By	Village
East By	Village
West By	Sy. No. 2/1/1(part), Sy. No. 189, Sy. No. 190 & Sy. No. 191(part)

#### SCHEDULE 'B' SCHEDULE 'B'

#### SCHEDULE OF APARTMENT

All that portion forming deluxe apartment bearing flat no. 525 on the fifth floor in block no. 'B' admeasuring 1250 sft. of super built up area together with proportionate undivided share of land to the extent of 62.50 sq. yds., and a reserved parking space for one car on the stilt floor bearing no. A-2, admeasuring about 100 sft. in the residential apartment named as "Mayflower Heights", forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Lift, Open to Sky & Flat No. 524	
South By	6' wide corridor & Open to Sky	
East By	Open to Sky	
West By	6' wide corridor, Open to Sky & Staircase	

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:

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WITNESS:

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	SCHEDULE OF SPECIAL COMPLETION OF CO	
Item	Deluxe Apartment	Luxury Apartment
Structure		RCC
Walls	4"/6"	solid cement blocks
External painting	Е	xterior emulsion
Internal painting	Smoo	oth finish with OBD
Flooring	Vitrified tiles	Marble slabs
Door frames	V	Vood (non-teak)
Doors & hardware	Panel door	rs with branded hardware
Electrical	Copper wir	ing with modular switches
Windows		sliding windows with grills
Bathroom	Designer ceramic tiles with 7' dado	Superior designer ceramic tiles with 7' dado with bathtub in one bathroom.
Sanitary	Branded sanitary ware	Branded sanitary ware with counter top basins.
C P fittings	Branded CP Fittings	Superior Branded CP Fittings
Kitchen platform	Granite slab, 2 ft ceramic	Granite slab, 2 ft granite tiles dado, SS
	tiles dado, SS sink.	sink with drain board.
Plumbing		GI & PVC pipes
Lofts	Lofts in e	each bedroom & kitchen

#### Note:

- 1. Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
- 2. Change of colour or fixing of grills & gates to the main door / balcony shall not be permitted.
- 3. Changes in walls, door positions or other structural changes shall not be permitted.
- 4. Only select alterations shall be permitted at extra cost.
- 5. Specifications / plans subject to change without prior notice.

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:

For Alpine Estates

**WITNESS:** 

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**REGISTRATION PLAN SHOWING** FLAT NO. 525 IN BLOCK NO. 'B ON FIFTH FLOOR BEARING PERMISES NO. 3-3-27/1, IN PROJECT KNOWN AS "MAYFLOWER HEIGHTS" IN SURVEY NOS. 1/1, 2/1/1 & 191 SITUATED AT MANDAL, B.R. DIST. MALLAPUR VILLAGE, **UPPAL** BUILDER: M/S. ALPINE ESTATES, REPRESENTED BY ITS PARTNERS 1. SRI RAHUL B. MEHTA, SON OF LATE MR. BHARAT U. MEHTA 2. SRI YERRAM VIJAY KUMAR, SON OF SRI YERRAM SHANKARAIAH **BUYER:** MRS. V. K. SADHANA RAJ, WIFE OF MR. V. S. KISHAN RAJ REFERENCE: SCALE: INCL: **EXCL:** AREA: 62.50 SQ. YDS. OR SQ. MTRS. Total Built-up Area = 1250 sft. Out of U/S of Land = Ac. 4-11 Gts. Lift, Open to Sky & Flat No. 524 TRAMING 850 MUNUS IdR'xlob 6' wide corridor, Open to Sky & Staircase Open to Sky SIT-OUT QXII' LIVING/LIMBE 137 18338 13100 x11 jakalah bah NOTET OTLITY

6' wide corridor & Open to Sky

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For Alpine Estates

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Partner

**SIGNATURE OF THE BUILDER** 

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SIGNATURE OF THE BUYER

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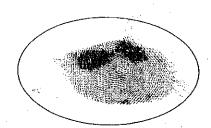


# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

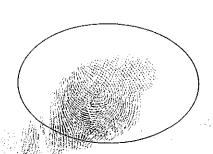
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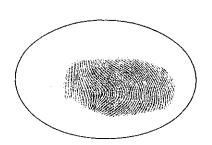
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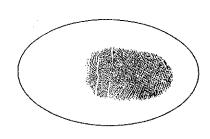














#### **BUILDER:**

M/S. ALPINE ESATES
A REGISTERED 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:

- 1 MR. RAHUL B. MEHTA
  S/O. LATE SRI. BHARAT U. MEHTA
  R/O. PLOT NO. 2-3-577, UTTAM TOWERS
  D. V. COLONY, MINISTER ROAD
  SECUNDERABAD 500 003.
- 2. MR. YERRAM VIJAY KUMAR SON OF SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD.

## SPA FOR PRESENTING DOCUMENTS VIDE DOC. NO. 169/IV/2007, Dt. 03.08.07

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4, II FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD – 500 003.

#### BUYER:

MRS. V. K. SADHANA RAJ W/O. MR. V. S. KISHAN RAJ R/O. 12-5-27/2 A & B, SRI DURGA RAJEEV RESIDENCY, FLAT NO. 202, VIJAYAPURI COLONY, TARNAKA, SECUNDERABAD - 500 017.

For Alpine Kstate

Partner

For miping Estates

Partner

SIGNATURE OF EXECUTANTS

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SIGNATURE OF BUYER

SIGNATURE OF WITNESSES:

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### Photographs and FingerPrints As per Section 32A of Registration Act 1908

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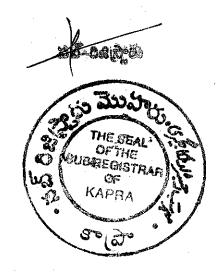
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	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY RAHUL B.MEHTA 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD.	
3	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIJAY KUMAR 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD.	
4	PARISHER	O? (AZAMA AXXX KEDSB) (Sp.0-1140) HOLDER	(EX) K.PRABHAKAR REDDY (SPA HOLDER) 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD.	Program

Witness Op Signatures Sig

Operator Signature



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Family Members Details

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BHARAT SCOUTE .

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Class Of Vehicle

Hon-Fransbort

Transport

LMV.MCWG

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HOUSEHOLD CARD

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F.P Shop No

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Name of Head of

Household

: Mohta Rahul

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; \$700

Father/ Husband name : Bharai

றுத்தத்தி)Date of Birth : 04/12/1980

action y Age

: 26

வுத் /Occupation

: Own Business

#00.30 House No. :2-3-577,491,UTTAM TOWERS

5a /Street Colony

: MINISTER ROAD D A COFOAA

Ward

Circle

भारतः सरकार

Circle VIII

agr /District

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(Rs.) + 100,000

No. (1): 45339/([houble]) ine (1) : Naveatna Enterprises, IOC

No. (2) :/

te (2)

GOVT. OF INDIA

आयकर विभाग

INCOME TAX DEPARTMENT

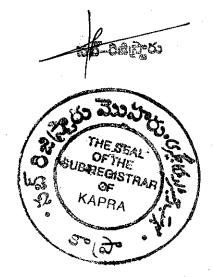
PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

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V K SADHANA RAJ PADMANASHAM BRAMAPUR

\_30/40/1969

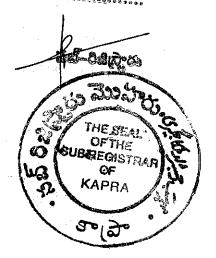
Retranent Account Number

AKVPR9873P



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డు	Em Andre		300000000000000000000000000000000000000
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#### WITNESSES NO. 1







Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature:

Valid upto: 30 April 2009 Issuing Authority :

Blood Group : O +ve

Address: 5-4-187/3&4, IInd Floor;

M.G Road, Secunderabad-500003. Ph:040-66635551, 040-27544058 www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

in case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- 3. The loss of the card must be reported to the Admin.Div.Immediately

#### WITNESSES NO. 2

### आयकर विभाग भारत सरकार INCOME TAX DEPARTMENT GOVE OF INDIA B M RAJ KUMAR MUKUND RAO 03/01/1978 Permanent Account Number AIOPR9833L

इस मार्थ के खो जाने पर / खाया हुआ कार्ड मिलने पर कृपन स्थित करें / सीटारें : ्रातकर पेंग तेवा क्रमाई, एन एस डी एल तीसरी मंजिल, टुंड १८४, ए दिंग, रुपाला मिल्सा कम्पाउंड एसः ही, मार्गः, जीवार धरेल, मुम्बई - 400 013

If this curd is lost 7 someone's lost card is fund, please inform creturn to

income Tax PAN Services Unit NSDL 5rd Floor, Trade World, A Wing Kamala Mills Compound S. B. Marg, Lower Parel, Mumbai - 400 013

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, email: thinfe@usdl.co,in

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