

### **WHEREAS:**

- A. The Buyer under a Sale Deed dated 12.10.2009 has purchased a semi-finished, luxury apartment bearing no. 217 on the second floor in block no. 'A' admeasuring 1625 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 81.25 sq. yds.
  - b. A reserved parking for one car on the stilt floor bearing no. A-39 admeasuring 100 sft.

This Sale Deed is registered as document no. 2919/09 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 semi-finished luxury apartment bearing flat no. 217 on the second floor in block no. 'A' 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 semi-finished luxury apartment bearing flat no. 217 on the second floor in block no. 'A' admeasuring 1625 sft. of super built up area and undivided share of land to the extent of 81.25 sq. yds, and a reserved parking space for one car on the stilt floor bearing no. A-39, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 33,00,000/- (Rupees Thirty Three Lakhs only).
- 2. The Buyer already paid an amount of Rs. 26,25,000/-(Rupees Twenty Six Lakhs Twenty Five Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
- 3. The Buyer shall pay the balance amount of Rs. 6,75,000/-(Rupees Six Lakhs Seventy Five Thousand Only) on or before 1.5th October 2009.

For Alpine Estate

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For Alpine Estates

Partner

Partner

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- 4. 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.
- 5. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- 6. 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.
- 7. The Buyer has handed over the vacant and peaceful possession of the semi-finished Luxury apartment bearing no. 217 on the second floor in block no. 'A' to the Builder for the purposes of completion of construction of the apartment.
- 8. 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.
- 9. 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.
- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 15th November 2009 with a further grace 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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Partner

Page 3 of 7

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- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.

17. 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.

For Alpine Estates

For Alpine Estates

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- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Stamp duty and Registration amount of Rs. 34,000/- is paid by way of challan no. 536306, dated 12.10.2009, drawn on State Bank of Hyderabad, Kushaiguda Branch, R. R. District and an amount of Rs.33,000/- paid by the way of pay order No. 151711 dated 10.10.2009, HDFC Bank, S. D. Road, Secunderabad.

For Alpine Estates

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For Alpine Estates

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## SCHEDULE 'A'

## SCHEDULE OF LAND

ALL THAT PIECE OF LAND admeasuring Ac. 4-11 Gts., forming part of Sy. No. 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 OF APARTMENT

All that portion forming luxury apartment bearing flat no. 217 on the second floor in block no. 'A' admeasuring 1625 sft. of super built-up area (i.e., 1300 sft. of built-up area & 325 sft. of common area) together with proportionate undivided share of land to the extent of 81.25 sq. yds. and reserved parking space for one car in the stilt floor bearing no. A-39, 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	Flat No. 218
South By	6' wide corridor & Open to sky
East By	Open to sky
West By	Open to sky & 6' wide corridor

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:

WITNESS:

For Alpine Wstates

For Alpine Estates

BUILDER

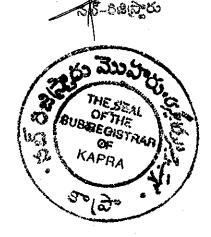
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## SCHEDULE 'C'

SPECIFICATIONS					
Item	Deluxe Apartment	Luxury Apartment			
Structure		RCC			
Walis	4"/6"	solid cement blocks			
External painting		exterior emulsion			
Internal painting	Smoo	oth finish with OBD			
Flooring	Vitrified tiles	Marble slabs			
Door frames		Wood (non-teak)			
Doors & hardware	Panel doors with branded hardware				
Electrical	Copper wiring with modular switches				
Windows	Aluminum sliding windows with grills				
Bathroom	Designer ceramic tiles with Superior designer ceramic tiles with				
Sanitary	Branded sanitary ware Branded sanitary ware basins.				
C P fittings					
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.	Superior Branded CP Fittings Granite slab, 2 ft granite tiles dado, SS sink with drain board.			
Plumbing	GI & PVC pipes				
Lofts	Lofts in 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:

WITNESS:

For Alpine Kstates

For Alpine Estates

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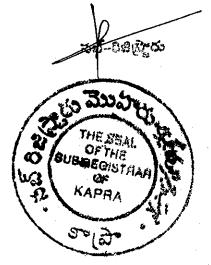
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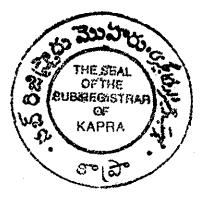
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REGISTRATION	PLAN SHOWING	FLAT NO. 217 IN	BLOCK NO. 'A' (	N SECOND	FLOOP
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		VIJAY KUMAR S/C			
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## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE** 

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



## **BUILDER:**





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.

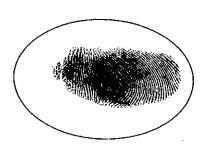
REPRESENTED BY ITS PARTNERS 1. MR. RAHUL B. MEHTA S/O. LATE SRI. BHARAT U. MEHTA R/O. PLOT NO. 2-3-577, UTTAM TOWERS D. V. COLONY, MINISTER ROAD

SECUNDERABAD - 500 003.





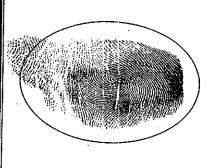
2. SRI. YERRAM VIJAY KUMAR S/O. SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD





SPA FOR PRESENTING DOCUMENTS VIDE DOCUMENT NO. 169/IV/2007:

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. K. TEJASRI W/O. MR. K. SOMA SEKHAR R/O. 1-2-68, PLOT NO. 6/A KAKATIYA NAGAR HABSIGUDA HYDERABAD - 500 007

SIGNATURE OF WITNESSES:

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For Alpine Estates

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SIGNATURE OF EXECUTANTS

SIGNATURE OF BUYER

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

C.S.No./Year: 3102/2009 of SRO: 1526(KAPRA)

12/10/2009 11:46:59

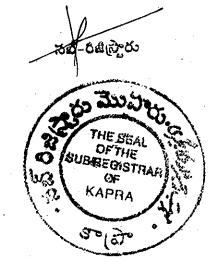
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			EX) K.PRABHAKAR REDDY 5-4-187/3 & 4 IFLOOR, SOHAM MANSION,M.G.ROAD, ECBAD.	Pagaga	

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Witness Signatures Operator Signature

Subregistnar Signature

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D.P.L. No.114 BHARAT SCOUTS & A

आयकर विभाज

INCOME TAX DEPARTMENT

PRABHAKAR REDDY K PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

Hotelo de

भारत सरकार GÖVT ÖFINDIA



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Class Of Vehicle

Vallday

Hodenen i-Bolt ransport

**CMV.RCYYG** 

13-09-1993

18,17,2014

Hazardous Validity Badge No. Pelerence No. Original LA DOB

292931983 RTA SECUNDRABAD

Blood Gr. Oate of 1st issue 17-12-1984



HOUSEHOLD\_CARD : PAP167881501086

Card No F.P Shop No ేందు

Name of Head of

: Mehta, Rahul

Household සංල්ක්ත් කියා

· \$155

Father Husband name : Bhara:

තුවුනම්බ/Date of Birth : 04/12/1989

ನಿಯನ್ನು/Age

: 26

್ರಾತ್ತಿ /Occupation

: Own Business

aod.Bo./House No. 23-3-577,49 EUTTAN TOWERS Sa /Street

CAOS SELSIVEY:

Cotons

: DVCCLOSY

Ward Circle

ਵਦੂ /District

Circle VIII : Forms / Hyderates

(Rs.) : 190,000

No. (1) : 45339/(Double)

me (I) ; Navratna Enterprises ICX No. (2) ;/

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Signature

135tred on. 24-07-2008

TIME TO POST

ATA-SECUNDERASAD



M3608667/08 Chiss Of Vehicle

Validity

23-07-2028

Non-Transport

Transport
Hazardous Validity
Badge No.

Reference No. Original LA.

DOB Blood Gr.

Date of 1st Issue

VM.1

DLFAP010288812008 RTA SECUNDRABAD, 15-04-1979

24-07-2008



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## WITNESSES NO. 1





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature :

Valid upto: 30 April 2009

Issuing Authority : אין אין אין

Blood Group: O +ve

Address:

5-4-187/3&4, IInd Floor,

M.G Road, Secunderabad-500003. Ph:040-66335551, 040-27544058

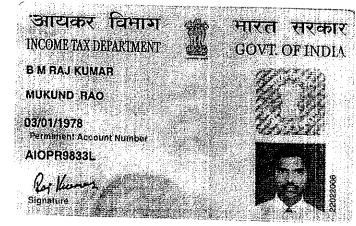
www.modiproperties.com

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Sarcor 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
- The loss of the card must be reported to the Admin.Div.Immediately

## **WITNESSES NO. 2**



इस कार्ड के को जाने पर है खोगा हुआ कार्ड मिलने पर कुमर्थ सुवित करें ? बोटार्ड जावानर पेंग सेवा प्रकाई, रंग एक वी पंत तीसरी मंजिल, देखे तहतें, ये विंग, कमाना विल्स कम्पाउंड एस. वी. मार्ग, लीभर परेल, मुन्धई ने 400 8133

Of this cord is lost / someone's lost cord is found please inform / return to: loconie Tax PAN Services Unit, NSDI, 3rd 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: miinfo@nsill.co.in

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