# भारतीय गैर न्यायिक

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ONE HUNDRED RUPEES

सत्यमेव जयते

# भारत INDIA INDIA NON JUDICIAL

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# AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the  $\psi$  day of July 2008 at Secunderabad by and between:

M/s. ALPINE ESTATES, a registered partnership firm having its office at 5-4-187/3&4, Il 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 27 years, Occupation: Business and Mrs. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, Occupation: Business, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

#### AND

MR. K. V. NARAYANA REDDY, SON OF MR. K. VEERABHADRA REDDY, aged about 51 years, residing at 205, Arihanth Ashoka Apartments, Street No. 4, Ashok Nagar, Hyderabad – 500 020, 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 ASTATE

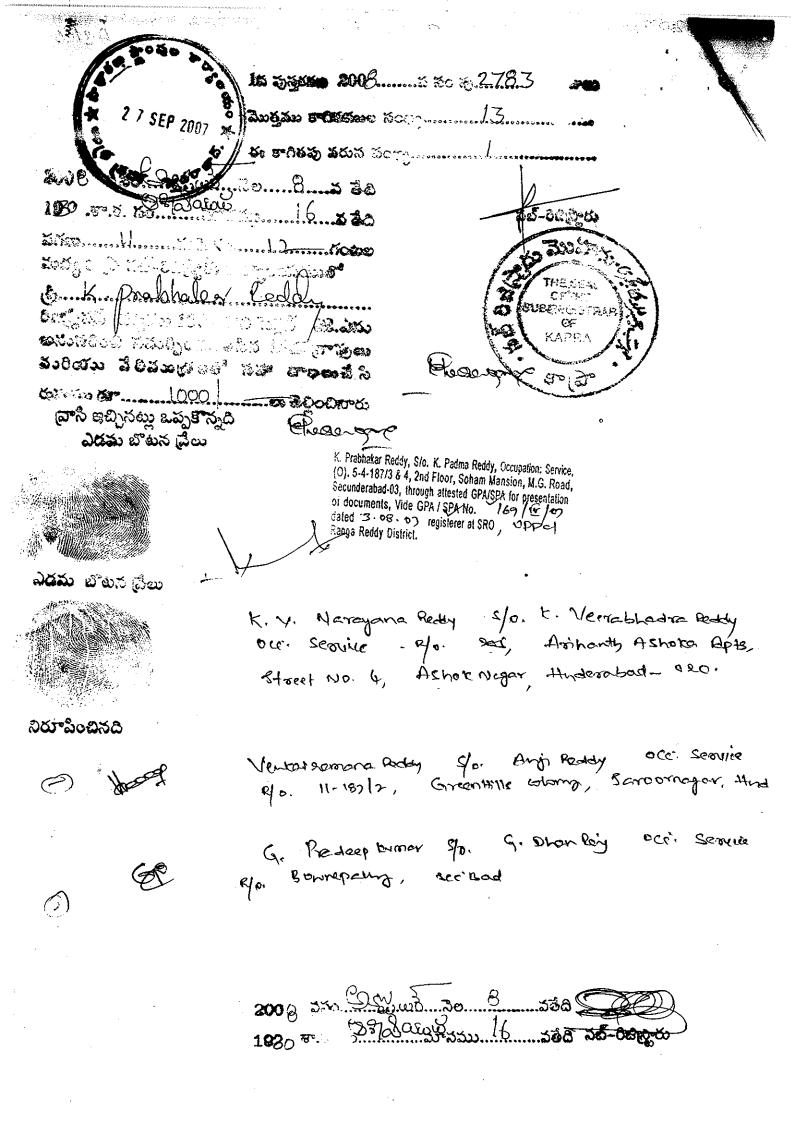
A A

For ALPINE ESTATES

Partner

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- A. The Buyer under a Sale Deed dated 4.10.08 has purchased a semi-finished, Deluxe apartment bearing no. 406, on the fourth floor in block no. 'A' admeasuring 1160 sft. (i.e., 928 sft. of built-up area & 232 sft. of common area) of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. 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 58.00 sq. yds.
  - b. A reserved parking for One Car bearing no. A-66, admeasuring 100 sft.

This Sale Deed is registered as document no. 278908; 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 Deluxe apartment bearing no. 406 on the fourth 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 Deluxe apartment bearing no. 406 on the fourth floor in block no. 'A', admeasuring 1160 sft. of super built up area (i.e., 928 sft. of built-up area & 232 sft. of common area) and undivided share of land to the extent of 58.00 sq. yds. A reserved parking space for one car on the stilt floor bearing no. A-66, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 20,73,000/- (Rupees Twenty Lakhs Seventy Three Thousand only).
- 2. The Buyer has already paid an amount of Rs. 5,73,000/- (Rupees Five Lakhs Seventy Three Thousand Only) and the builder admitted and acknowledged the receipt for said consideration.
- 3. The Buyer shall pay to the Builder the balance amount of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	5,40,000/-	16.04.2008
II	3,60,000/-	16.05.2008
III	6,00,000/-	01.07.2009

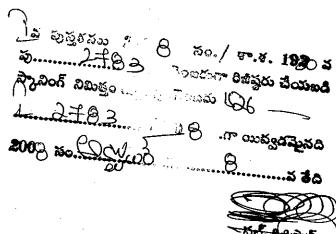
FOR ALPINE ESTATE

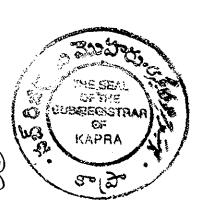
For ALPINE ESTATES

Partner

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SUS RESISTANCE	Total Rs. 21830)	. •
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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 Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. 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.
- 5. 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.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished Deluxe apartment bearing no. 406 on the fourth floor in block no. 'A' to the Builder for the purposes of completion of construction of the apartment.
- 7. 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.
- 8. 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.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 01<sup>st</sup> July 2009 with the 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.

FOR ALPINE ENTATES

Partner

For ALPINE ESTATES

Partner

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- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.

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For ALPINE ESTATES

Partner

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- 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. 21,730/- is paid by way of challan no. 266183 dated 4.10.08, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 20,730/- paid by the way of pay order No. 144162 dated 01.10.08, HDFC Bank, S. D. Road, Secunderabad.

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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. 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 semi-finished deluxe Apartment No. 406 on the fourth floor in block no. 'A' admeasuring 1160 sft. of of super built-up area (i.e., 928 sft. of built-up area & 232 sft. of common area) together with proportionate undivided share of land to the extent of 58.00 sq. yds., reserved parking space for one car bearing no. A-66, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Old Village Mallapur, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky & 6' wide corridor	
South By	Open to sky	
East By	Flat no. 405	
West By	Open To Sky	

#### WITNESSES:

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

For ALPINE ESTATE

For ALPINE ESTATES

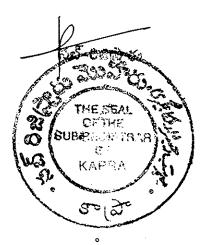
WITNESS:

1.

2.

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BÙYER.



#### SCHEDULE 'C'

	SPECIFICATIONS				
Item	Deluxe Apartment	Luxury Apartment			
Structure		RCC			
Walls	4"/6"	solid cement blocks			
External painting		xterior emulsion			
Internal painting	Smoo	oth finish with OBD			
Flooring	Vitrified tiles	Marble slabs			
Door frames	V	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 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 tiles dado, SS sink.	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:

For ALPINE ESTATES

For ALPINE ESTATE

WITNESS:

2.

BUILDER

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FLAT NO. 406 IN BLOCK NO. 'A' ON FOURTH FLOOR ATION PLAN SHOWING BEARING PERMISES NO. 3-3-27/1, IN PROJECT KNOWN AS "MAYFLOWER HEIGHTS" SITUATED AT SURVEY NOS. 1/1, 2/1/1 & 191 MANDAL, R.R. DIST. **UPPAL** MALLAPUR VILLAGE, M/S. ALPINE ESTATES REPRESENTED BY ITS PARTNERS ILDER: 1. SRI RAHUL B. MEHTA, S/O. LATE MR. BHARAT U. MEHTA 2. SMT. K. SRIDEVI, W/O. SHRI. K.V.S. REDDY MR. K. V. NARAYANA REDDY, SON OF MR. K. VEERABHADRA REDDY JYER: **EXCL:** INCL: SCALE:

SQ. MTRS.

stal Built-up Area = 1160 sft. ut of U/S of Land = Ac. 4-11 Gts.

58.00

**EFERENCE:** 

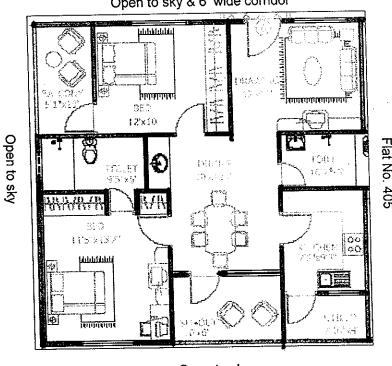
REA:

Open to sky & 6' wide corridor

SQ. YDS. OR

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Open to sky

For ALPINE ESTATES

For ALPINE ESTATES

Partner

SIG. OF THE BUILDER

SIG. OF THE BUYER

**NITNESSES:** 

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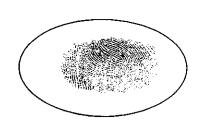
# HOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH BLACK & WHITE** 

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





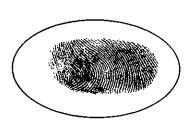
#### **BUILDER:**

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 SON OF LATE SRI. BHARAT U. MEHTA R/O. PLOT NO. 2-3-577 UTTAM TOWERS, D. V. COLONY MINISTER ROAD SECUNDERABAD - 500 003.





2. MRS. K. SRIDEVI W/O. MR. K.V.S. REDDY R/O. FLAT NO. 502, VASAVI HOMES UMA NAGAR, 1ST LANE **BEGUMPET** HYDERABAD.





### 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 III FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.





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#### **BUYER:**

MR. K. V. NARAYANA REDDY S/O. MR. K. VEERABHADRA REDDY R/O. 205, ARIHANTH ASHOKA APARTMENTS STREET NO. 4, ASHOK NAGAR HYDERABAD - 500 020.

SIGNATURE OF WITNESSES:

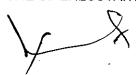
2.



For ALPINE ESTATES



SIGNATURE OF EXECUTANTS



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

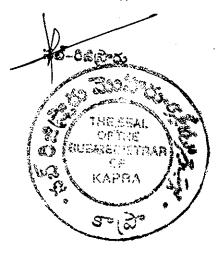
C.S.No./Year: 2849/2008 of SRO: 1526(KAPRA)

08/10/2008 12:16:51

SINo	Thumb Impression	Photo	Name and Address of the Party	PartySignatur e
1		BPO WAR HAD SHEET 2008 2849	(CL) K.V.NARAYANA REDDY F.NO.205,ARIHANTH ASHOKA APTS,ASHOK NAGAR,HYD.	
2	Manual Enclosure	Manual Enclosure	(EX) M/S MAY FLOWER HEIGHTS REP BY RAHUL B MEHTA OFF:5-4-187/3/4,II FLOOR,SOHAM MANSIONM.G.ROAD,SECB AD	
3	Manual Enclosure	Manual Enclosure	(EX) M/S MAY FLOWER HEIGHTS REP BY K.SRIDEVI OFF:5-4-187/3/4,I FLOOR,SOHAM MANSIONM.G.ROAD,SECB AD	
4	PRESS	PARALLY RESIDENTING P	(EX) K.PRABHAKRA REDDY(SPA FOR PRESENTING DOCS) OFF:5 4-187/3/4,II FLOOR,SOHAM MANSIONM.G.ROAD,SECE	CXC DW

Witness Operator
Signatures Signature

Subregistrar Signature is the solution and the









AIYPK2089F

नाम NAME SRIDEVI KALICHETI

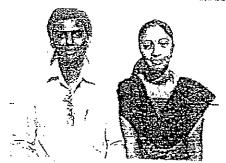
पिता का नाम iFATHER'S NAME VENKATA RAMI REDDY NARALA

जन्म दिथि /DATE OF BIRTH

19-04-1977

हस्ताक्षर /SIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh



Family Members Details

		_	
Nome	DC:21:00	Date of Birth	Age
1 15	Wife.	98.057.84	12

BHARAT SCOUTS

HOUSEHOLD\_CARD

F.P Shop No

: PAP167881501086 : 815

Name of Head of

I Mohta, Rahul

Household বণ্ঠ/ইব্ৰ ক্ৰিক

Father Husband name ; Bhain:

තුජීරම්ර/Daie of Birth : 04/12/1980

ammy/Age

: 26

039 /Occupation

Oun Reserves

#92.30.4House No. : 1-3-517.49 LETTAM TOWERS

-26 /Street

: MERSTER BOAD

Colony

Ward

D Z COFOZA

Circle

ವರ್ಷ /District

1 gramma / Hydrohri

(Rs.) : 100,000

No. (1) : 45539475mble ) me (I) - ¿ Navestera Enterprises F/X

No. (2) 🚅 16 (2)

आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E





भारत सरकार





For ALPINE ESTATES





ST. De 100 to

# स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER





AHVPK9494N

नाम /NAME



पिता का नाम /FATHER'S NAME VEERABHADRA REDDY KAMARAPPAGARI

प्रन्म तिथि /DATE OF BIRTH

09-05-1957

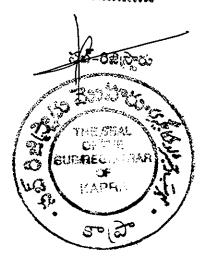
हस्ताक्षर ISIGNATURE

Chief Commissioner of Income-tax, Andhra Pradesh

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने वाले प्राधिकारी को सुधित / वापस कर दें मुख्य आयकर आयुक्त, \_ आयकर भवन, बशीर बाग, हदराबाद - 500 004.

In case this card is lost/found, kindly inform/return to the issuing authority: Chief Commissioner of Income-tax, Aayakar Bhavan, Basbeerbagh, Hyderabad - 500 004.

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మొత్తము రాద	King Kong	***************************************	*****
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# WITNESSES NO. 1

### **Customer Relations Division**





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature:

Valid upto : 30 April 2009

Issuing Authority: ラガビ学

Blood Group : O +ve

Address:

5-4-187/3&4, Ilnd 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, 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
- The loss of the card must be reported to the Admin.Div.Immediately

# WITNESSES NO. 2

शास्त्रकर विभाग भारत सरकार
INCOMETAX DEPARTMENT GOVT OF INDIA
GUDLA PRADEEP KUMAR
DHANRAJ GUDLA
20/07/1984
Permanent Account Number
ALUPG 7/159C

हस कार्ड के खोने वाले पर कृषया सुवित करें ; लीटाएं ; भायकर पेन रोजा इकाई, एन एस डी एस पहली नीजल, टाईन्स टॉकर, कमला मिल्स कम्पाएंड, एस. थी. मार्ग, लोडार परेल, मुम्बई - 400 013.

If this card is lost /someone's lost card is found, please inform /return to.

Income Tax PAN Services Unit, NSDL
1st Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg, Lower Purel, Mumbai - 400 013.

Tel: 91-22-2499 4650, Fax. 91-32-2495 0664. e-mail: tininfo@nsdl.co.in