



# ఆంధ్రోప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

R 147740

Date : 02-04-2009 | Serial No :

Purchased By :

A. VENKATESH S/O G.A. RAO

§ECBAD

For Whom :

ALEING ESTATES

Denomination: 100

Sub Registrar Ex.Officio Stamp Vendor G.S.O., CGIG Office, Hyd

## AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 29<sup>th</sup> day of April 2009 at SRO, Kapra, Ranga Reddy 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 "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

AND

Mr. R. JAYA SANKAR, SON OF Mr. N. RAMA MURTHY, aged about 39 years, Occupation: Service, residing at F-2, Jainwin Gate Garden, Seethammal Colony, Alwarpet, Chennai - 600018, 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 Estates

Partner

For Alpine Estates

Partner

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Page 1

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## WHEREAS:

- A. The Buyer under a Sale Deed dated 29.04.2009 has purchased a semi-finished, deluxe apartment bearing no. 103, on the first floor in block no. 'B' admeasuring 1625 sft. (i.e., 1300 sft. of built-up area & 325 sft. of common area) 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 Two Cars on the stilt floor bearing no. B-59 & B-59A, admeasuring 200 sft.

- 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. 103 on the first 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. 103 on the first floor in block no. 'B', admeasuring 1625 sft. of super built up area (i.e., 1300 sft. of built-up area & 325 sft. of common area) and undivided share of land to the extent of 81.25 sq. yds. A reserved parking space for two cars on the stilt floor bearing no. B-59 & B-59A, admeasuring about 200 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 34,23,000/- (Rupees Thirty Four Lakhs Twenty Three Thousand only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 34,23,000/- (Rupees Thirty Four Lakhs Twenty Three Thousand only) on or before 15<sup>th</sup> May 2009.

For Alpine Estates

Partner

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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 1month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor 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 flat no. 103 on the first floor in block no. 'B' 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 14<sup>th</sup> April 2009 with a 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 Estates

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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.

For Alpine Estates

For Alpine Estates

Partner

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- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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, and Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
- 22. 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.

23. Stamp duty and Registration amount of Rs. 35,230/- is paid by way of challan no. Rs-967028 dated 29.04.2009, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 34,230/- paid by the way of pay order No. 148385, dated 27.04.2009, HDFC Bank, S. D. Road, Secunderabad.

For Alpine Estates

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For Alpine Estates

Partner

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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
₩est 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 bearing flat no. 103 on the first floor in block no. 'B' 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., reserved parking space for two cars on the stilt floor bearing nos. B-59 & B-59A, admeasuring about 200 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 Old Village Mallapur, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	6' wide corridor & Open to sky
South By	Open to sky
East By	Flat No. 102
West By	Flat No. 104

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:

1. Regional

For Alpine Estates

Partner

For Alpine Estates

BUYER.

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	SCHEDULE OF SPECIF COMPLETION OF COMPLETION		
Item	Deluxe Apartment	Luxury Apartment	
Structure	RCC		
Walls	4:'/6''	solid cement blocks	
External painting	Ex	Exterior emulsion	
Internal painting	Smoo	th finish with OBD	
Flooring	Vitrified tiles	Marble slabs	
Door frames	V	Vood (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 w dado with bathtub in one bathro		
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	Lefts 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:

WITNESESS:

For Alpine Estates

For Alpine Estates

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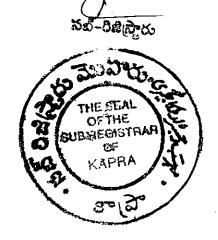
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REGISTRATION PLAN SHOWING FLAT NO. 103 IN BLOCK NO. 'B' ON FIRST FLOOR BEARING PERMISES NO. 3-3-27/1. IN PROJECT KNOWN AS "MAYFLOWER HEIGHTS" SITUATED AT IN SURVEY NOS. 1/1, 2/1/1 & 191 MANDAL, R.R. DIST. **UPPAL** MALLAPUR VILLAGE, M/S. ALPINE ESTATES, REPRESENTED BY ITS PARTNERS **BUILDER:** 1. SRI RAHUL B. MEHTA, S/O. LATE MR. BHARAT U. MEHTA 2. SRI. YERRAM VIJAY KUMAR S/O. SRI. Y. SHANKARAIAH MR. R. JAYA SANKAR, SON OF MR. N. RAMA MURTHY BUYER: **EXCL:** REFERENCE: INCL: SCALE: SQ. MTRS. SQ. YDS. OR AREA: 81.25 Total Built-up Area = 1625 sft. Out of U/S of Land = Ac. 4-11 Gts. Flat No. 104 felt life bildete 6' wide corridor & Open to sky Open to sky 38 For Alpine Estates Flat No. 102 For Alpine Estate: **WITNESSES:** SIG. OF THE BUILDER Partner SIGN. OF THE BUYER

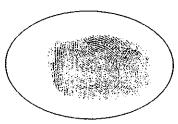
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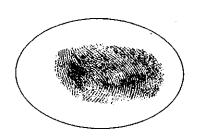
## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

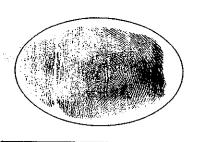
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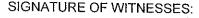
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For Alpine

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

If FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003. REPRESENTED BY ITS PARTNERS

- 1. SRI. 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 DOC. NO. 169/2007 Dt: 03/08/2007:

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

## BUYER:

rtner

MR. R. JAYA SANKAR S/O.MR N. RAMA MURTHY R/O.F-2 JAINWIN GATE GARDEN SEETHAMMAL COLONY **ALWARPET** CHENNAI - 600018

For Alpine Estate.

Partner

SIGNATURE OF EXECUTANTS

SIGNATURE(S) OF BUYER(S)



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

C.S.No./Year: 000942/2009 of SRO: 1526(KAPRA)

29/04/2009 13:48:30

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
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2	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	PASSES OF THE PA	PRESENTING TO	(EX) K.PRABHAKAR REDDY(SPA FOR PRESENTING DOCT) 5-4-187/3 & 4 IIFLOOR, SOHAM ANSION,M.G.ROAD, SECBAD	Aueros

Witness Signatures

Operator Signature

Subregistrar Signature

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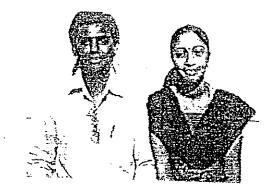
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DRIVING LICENCE DLRAP01044992006 THATAGORANAH PARAMETERS

SECUMORIZAR

57. 4-3-4-19 10.02-2005 มาการใช้ ละไปกับ สาก 550นหารทอดลเ



Family Members Details

Same Name	Relation	Date of		
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	Wife	08/02/84	22	

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आयंकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

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Class Of Vehicle

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16.17.2914

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202931983

RTA SECUNDRABAD

DOB Blood Gr.

17.12.1964

Dale of 1st Issue

13,09,1993



OUSEHOLD\_CARD.

Card No

: PAP167881501086

F.F Shon, No

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Name of Head of Household

: Mohta, Rahuf

ෙල්/අජු ත්ර:

: 4700

Father Husband name : Bharai

තුරුවේර/Date of Birth ; G4/12/1989

ခံတာကာမှ Age

: 26

ర్పక్తి /Occupation

: Own Surrouss

aod.≯n./House No.

: 2-3-577,401,UTTAM TOWERS

5a /Street

: YELDSTER ROAD

Colony

FD V COLONY

Ward

Circle

भारत सरकार

GOVT. OF INDIA

Circle VIII

ਰਵੂ /District

‡ हु= अल्ब्लाच्या र Hyderabe ई

(Rs.) • 100,000

No. (1): 45339/(Double)

me (1) : Navratna Enterprises PDC

No. (2) : / te (2) :

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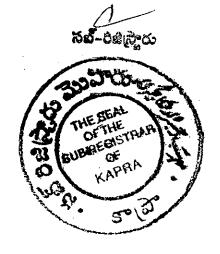
R JAYASANKAR NAPARAJAN RAMA MOORTHY 04/06/1969 Permanent Account Number AJCPR1827P





In case this card is lost / found; kindly inform / return to ::
"Income Tax PAN Services Unit, UTITSL
Plot No. 3, Sector 11, CBD Belapur,
Navi Mumbal - 400 614. 

ే స్వాతము 300 Sన నం పు	.B.I.J.j.) www.
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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

Blood Group : O +ve

Address: 5-4-187/3&4, IInd Floor, M.G Road, Secundérabad-500003. Ph:040-66335551, 040-27544058

www.modiproperties.com

Resi.Add.: # 11-137/2, 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 INCOME TAX DEPARTMENT

B M RAJ KUMAR

MUKUND RAO

03/01/1978

Permanent Account Number

AIOPR9833L



भारत सरकार GOVT. OF INDIA





इस कार्ड के खें) जाने पर/ खोयाँ हुआ कार्ड मिलने पर कृपया सुवित करें / लीटार्ये आउण्ड पैन सेवा धुमाई, एनं एस डी एल तीतरी नंजिल, ट्रेंड बरुर्ड, ए विंग, बेंगला मिल्स कम्पाएंड एस. बी. मार्ग, लोंअर 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, 3rd Floor, Trade World, A Wing, Kamala Mills Compound, S. B. Mürg, Lower Parel, Mumbai - 400 013.

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

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