

5.V.L. No.51/84, R.No.13/2002 REGIMENTAL BAZAR, SECTRADA

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the state of October 2007 at Secunderabad 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 27 years, Occupation: Business., and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 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

1. MR. SUDESH GUPTA, SON OF MR. GYANCHAND GUPTA, aged about 32 years, 2. MRS. VINAY GUPTA, WIFE OF MR. SUDESH GUPTA, aged about 28 years, both residing at Sri Durga Nivas, 9-1-1/90, Rajiv Gandhi Nagar, Langar Houz, Hyderabad-500 008, 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

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ACOCT COOK 62 M * CO - E- KERLY TIA CONTRACT THE వేపట్టను కాగికముల సంఖ్య...... మద్య **కాప్రా** సబ్-రిజిస్త్రారు హార్యాలయనుత్తా O. ... H. Pro-blades redd ంజ్య్ షస్ చట్టము 1908 లోని సేక్షన్ కివి.ఎను అనున**రించి సముర్పించవలసిన స్ట్రామ్ త్రా**వుతు పునియు **వేలిచు**[డల**ో సహ జాఖలుచేసి** Har Bargard భాని ఉప్పగట్ల ఒక్కకాన్నది Photosport for F. P. Roddy with the same (0) 5-4-187/3 &4, and Floor, Boham mension, M. G. Road, secked, through a Hested Sta for Properties of documents, vide SPA NO. 169) IN OT at IRO upped, R.R. 0187 Suderh Gupta Sp. Gyanchond Gupta No. 9-1-1/99 son Durga Nivas, Rajir Gerdhi rager, Langor House, Underaland ప్రజాగ్రామ్లు Yinay Gupta Wo. Sudesh Gupta Plo. 9-1-190, Pri Durge Nivas, Rojin Gardhi Nagar Langar House, Hyderalad. Sto. Ramachander Las occi. I vaines R10. 101, Sir soi Patt, 81-110.4, A.S. Rea nagar, thousand S/a Ventat Reday ocer Service Prelite som H-100 1-1-201 Moster Mrs. 14 / Taxopan Macaba

WHEREAS:

- A. The Buyer under a Sale Deed dated 25.10.07 has purchased a semi-finished, deluxe apartment bearing no. 416, on the fourth floor in block no. 'B' admeasuring 1175 sft. (i.e., 940 sft. of built-up area & 235 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 Old Village, Mallapur, Uppal Mandal, R. R. District together with:
 - a. Proportionate undivided share of land to the extent of 58.75 sq. yds.
 - b. A reserved parking for One Car bearing no. B-82, admeasuring about 100 sft.

This Sale Deed is registered as document no. 189/2007, in the office of the Sub-Registrar, Kepre,, 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. 416 on the fourth 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 no. 416 on the fourth floor in block no. 'B', admeasuring 1175 sft. (i.e., 940 sft. of built-up area & 235 sft. of common area) of super built up area and undivided share of land to the extent of 85.00 sq. yds. A reserved parking space for for one car on the stilt floor bearing no. B-82, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 17,62,000/- (Rupees Seventeen Lakhs Sixty Two Thousand only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 17,62,000/ (Rupees Seventeen Lakhs Sixty Two Thousand only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	9,22,000/-	27.07.2007
II	3,15,000/-	27.08.2007
III	5,25,000/-	01.04.2009

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IV. User Charges		Rs
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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 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. 416 on the fourth 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 01st April 2009 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.
- 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.

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- 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

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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
- 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, 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. 18,620/- is paid by way of challan no. 743186, dated 94.10.9 drawn on State Bank of Hyderabad, West Markon Branch, R. R. District and VAT an amount of Rs. 17,620/- paid by the way of pay order No. 135826 dated 01.10.07, HDFC Bank, S. D. Road, Secunderabad. (VAT)

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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 West By	Village
cot 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. 416 on the fourth floor in block no. 'B' admeasuring 1175 sft. of of super built-up area (i.e., 940 sft. of built-up area & 235 sft. of common area) together with proportionate undivided share of land to the extent of 58.75 sq. yds., reserved parking space for one car bearing no. B-82, 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:

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North By	Lift & Flat No. 415
	Flat No. 417 & Open to sky
East By	Open to sky
West By	Stair case & Open to sky
	- F to sky
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WITNESSES:

WITNESS:

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:

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For ALPINE ESTATES

Partner

BUILDER

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SCHEDULE 'C'

Item	Deluxe Apartment			
Structure	Apartment	Luxury Apartment		
Walls		RCC		
External painting	4"/6"	'solid cement blocks		
	_	Exterior emulsion		
Internal painting				
Flooring	Vitrified tiles	oth finish with OBD		
Door frames		Marble slabs		
Doors & hardware		Wood (non-teak)		
Electrical	Panel doo	rs with branded hardware		
Windows	Copper wir	Copper wiring with modular switches		
Bathroom	Aluminim o	Sliding winds		
oaumoom	Designer ceramic tiles with	Superior design		
omit.	7' dado			
anitary	Branded sanitary ware	dado with bathtub in one bathroom.		
I D. Corr		Branded sanitary ware with counter top		
P fittings	Branded CP Fittings	basins.		
itchen platform	Granite slab, 2 ft ceramic	Superior Branded CP Fittings		
	tiles dado, SS sink.	Granite slab, 2 ft granite tiles dado, SS		
lumbing		sink with drain board		
ofts	GI & PVC pipes 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
- 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:

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For ALPINE ESTATES

Partner

WITNESS:

BUILDER

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REGISTRATION PLAN		416 IN BLOCK NO. 'B' ON FO	OURTH FLOOP
BI	EARING PERMISES NO. 3	-3-27/1. IN PROJECT KNOW	/N AS "MAYFLOWER HEIGHTS"
IN SURVEY NOS. 1/	1, 2/1/1 & 191		
M	ALLAPUR VILLAGE,	UPPAL	SITUATED A
BUILDER: M/	S. ALPINE ESTATES REP	RESENTED BY ITS PARTNE	MANDAL, R.R. DIS
1. 9	SRI RAHUL B. MEHTA, S/0	O. LATE MR. BHARAT U. ME	RS
2. 8	SRI YERRAM VIJAY KUMA	AR, S/O. SRI YERRAM SHAN	HTA
BUYER: 1. A	MR. SUDESH GUPTA, SON	OF MR. GYANCHAND GUP	KARAIAH
		OF MR. SUDESH GUPTA	
REFERENCE: AREA: 58.75	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Flat No. 417 & Open to sky	Open to sky	Lift & Flat No. 415	SA N
NESSES: Role Resol	For AL	PINE ESTATES	For Alpine Estates

SIG. OF THE BUYER

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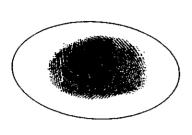
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

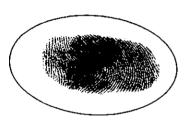
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER









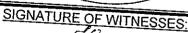
















M/S. ALPINE ESATES A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003. REPRESENTED BY ITS PARTNERS

- 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. 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 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:

- 1. MR. SUDESH GUPTA S/O. MR. GYANCHAND GUPTA R/O. SRI DURGA NIVAS, 9-1-1/90 RAJIV GANDHI NAGAR LANGAR HOUZ HYDERABAD- 500 008.
- 2. MRS. VINAY GUPTA W/O. MR. SUDESH GUPTA R/O. SRI DURGA NIVAS, 9-1-1/90 RAJIV GANDHI NAGAR LANGAR HOUZ HYDERABAD- 500 008.

FOI ALPINE ESTATES

SIGNATURE OF EXECUTANTS Partner









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Family Men	bers Details		
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HOUSEHOLD CARD Card No PAPI67831501086 F.F.Shop No 300 ेंबलह ले सिख्ये ल Household I Moore Payers මතුම්/මුලු මිය: . .--. Father/ Husband name : Bhart

තුදියම්බ/Date of Birth ; 04/12 1980

÷αναγAge ್ರುಕ್ತಿ /Occupation : On- Sapages

and Balthouse No. 125577 197777 NV Equation Sa /Street : MENTER POND Colone 2 CV Con com Ward

Circle Em /District Circle year

रेडाक्षणकार विष्णुसन्तर्भन्त् (Rs.) - 160 ges

No. (1) : 45339 (Double) me (i) : Karrina Entre 7505 f.K.

No. (2) -7 12 (2)





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ఈ కాగితవు వదున పంఖ్య	10

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