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SECUNDERABAD-500 003

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 30 day of APPAL 2008 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 "Builder" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

MR. K. PRABHAKAR, SON OF MR. K. SADASIVAN, aged about 36 years, residing at 1-9-295/32/4, Flat No. 204 A, Lakshmi Apartments, Vidyanagar, Hyderabad - 500 044, 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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For ALPINE ESTATES

K. Rashakanin

Partner

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Road, seriead, through attested 8/12 for Presentation ాని అచ్చినట్లు ఒప్ప**ెన్నది** ఎడ్డమ బొటన ప్రేటు a document, vide SPA de. 169/3/2007 et 180, Upper K. Prasholan So. Sodesiven occ: Advocate

RIP. 1-9-295/37/A, Flor NO. 204 A,

Lotelmi Appe, Vidnenagar, Huderabad. A- Commontosh A. Vinnanathan 4/89 3st Tood Aroutagur tiren 8/0. Romechender oct. Business 1/0 2-3-54, HB Colony, moulds, Huderabad

#### WHEREAS:

- A. The Buyer under a Sale Deed dated 30.04.08 has purchased a semi-finished, Deluxe apartment bearing no. 319, on the third 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 space for One Car bearing no. B-55 admeasuring about 100 sft. This Sale Deed is registered as document no. 1188/08 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. 319 on the third 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. 319 on the third floor in block no. 'B', admeasuring 1175 sft. of super built up area (i.e., 940 sft. of built-up area & 235 sft. of common area) and undivided share of land to the extent of 58.75 sq. yds. A reserved parking space for for one car on the stilt floor bearing no. B-55, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 19,73,000/- (Rupees Seventeen Lakhs Seventy Three Thousand only).
- 2. The Buyer has already paid an amount of Rs. 8,64,834/- (Rupees Eight lakhs Sixty Four Thousand Eight Hundred and Thirty Four Only) and the Builder admitted and acknowledged the receipt for said consideration.
- 3. The Buyer shall pay the balance amount of Rs. 11,08,166/- (Rupees Eleven Lakhs Eight Thousand One Hundred and Sixty Six Only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	2,70,664/-	01.04.2008
	2,79,166/-	01.07.2008
111	2,79,166/-	01.10.2008
IV	2,79,170/-	01.01.2009

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For ALPINE ESTATES

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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 Vendor 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 Deluxe apartment bearing no. 319 on the third floor in block no. 'B' 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 01<sup>st</sup> January 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.

For ALPINE ESTATES

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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.

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.

For ALPINE ESTATES.

FOR ALPINE

Partner

K. Proshokani



- 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.  $\frac{30,730}{150}$  is paid by way of challan no.  $\frac{766430}{150}$ , dated  $\frac{25.04.08}{150}$ , drawn on State Bank of Hyderabad, Kushaiguda Branch, R. R. District and VAT an amount of Rs.  $\frac{19.730}{150}$  paid by the way of pay order No.  $\frac{14.030}{150}$  dated  $\frac{26.04.08}{150}$ , HDFC Bank, S. D. Road, Secunderabad.

FOR ALPINE

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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. 319 on the third floor in block no. 'B' admeasuring 1175 sft. 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-55, 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 & flat no. 320	
South By	Flat no. 318 & open to sky	
East By	Open to sky & 6' wide corridor	
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:

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For ALPINE ESTATES

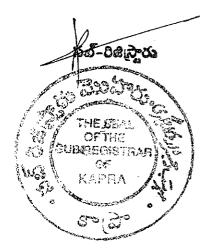
WITNESS:

1. A. aud

Partner BUILDER

BUYER.

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#### SCHEDULE 'C'

SPECIFICATIONS				
Item	Deluxe Apartment	Luxury Apartment		
Structure		RCC		
Walls	4"/6" solid cement blocks			
External painting	E	Exterior emulsion		
Internal painting	Smoo	oth finish with OBD		
Flooring	Vitrified tiles	Marble slabs		
Door frames	V	Vood (non-teak)		
Doors & hardware	Panel door	Panel doors with branded hardware		
Electrical	Copper wir	ing with modular switches		
Windows	Aluminum s	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		31 & PVC pipes		
Lofts	Lofts in e	ach 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 ESTATA

Partner

For ALPINE ESTATES

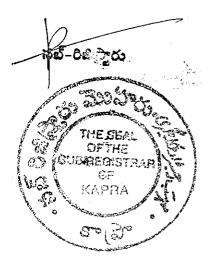
BUILDER

WITNESS:

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in Survey N	<b>0S.</b> 1/1, :	2/1/1 & 191		SITUATED A
	MAL	LAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST
BUILDER:	M/S.	ALPINE ESTATES RE	PRESENTED BY ITS PARTNER	
	1. SR	RI RAHUL B. MEHTA, S	S/O. LATE MR. BHARAT U. MEH	TA
	2. SR	N YERRAM VIJAY KUN	MAR, S/O. SREYERRAM SHANKA	ARAIAH
BUYER:	MR. H	K. PRABHAKAR, SON	OF MR. K. SADASIVAN	
REFERENCE: AREA:	58.75	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
				•
	Flat No.	Open to sky & 6' wid	ì	PINE ESTATES
VITNESSES:	Flat No. 318 & Open to sky		& Flat No. 320 e corridor	LPINE ESTATES  Partner SIG. OF THE BUILDER

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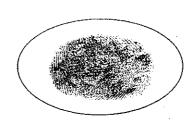
### **CHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.**

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 If 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

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

MINISTER ROAD

SECUNDERABAD - 500 003.

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:**

MR, K. PRABHAKAR S/O. MR. K. SADASIVAN R/O. 1-9-295/32/4 FLAT NO. 204 A LAKSHMI APARTMENTS **VIDYANAGAR** HYDERABAD - 500 044.

SIGNATURE OF WITNESSESOT ALPINE ESTATES

" Partrar

SIGNATURE OF EXECUTANTS

K. Preshokan

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

C.S.No./Year: 001234/2008 of SRO: 1526(KAPRA)

30/04/2008 12:10:33

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
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2	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATE REP BY RAHUL B.MEHTA OFF:5-4-187/3/4,II FLOOR,M.G.ROAD	
3	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATE REP BYYERRAM VIJAY KUMAR OFF:5-4- 187/3/4,II FLOOR,M.G.ROAD	
	Y HARLY		(EX) K.PRABHAKAR(SPA HOLDER)	Pasagon

Witness Signatures O Cibo Operator Signature

Subregistrar Signature

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Family Members Details

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		Wife	08/02/84	22
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13.09 1993



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Card No F.P Shop No

5,55

Name of Head of

Household

: '-fehta, Eghni

රෙල්/අලු කිය:

1773

Fether/ Husband name : Bham:

වු**්රම්ධ/Date of Birth** : 04/12/1989

anarai√Age

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: Own Storiess

word 30 Mouse No. : 2-3-517,401 STTAM TOWERS

Sc /Street

: METSTER ROAD

Colony Ward

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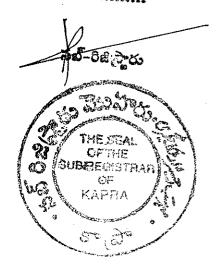


DRIVING LICENCE OLDAP01-193822903

PRABHAKAR HEDDY K PADAR REDDY 2-3-64/19724 JAISHAL GARDEN AHBERRET HYDERARAD

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case this card is losufquind, kindly inform/return to issuing authority :

of Commissioner of Income-tax, akar Bhavan,

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स्थाई लेखा संख्या /PL:RMANENT ACCOUNT NUMBER



AGMPK6878J माम /NAME

PRABHAKAR KARANAM

पिता का नाम /FATHER'S NAME SADA SIVAM KARANAM

अन्य तिथि /DATE OF BIRTH

02-05-1971

रस्ताक्षर ∕SIGNATURE

मुख्य आयकर आयुक्त, अन्त्र प्रदेश

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