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# AIDNI किश्वा INDIA NON JUDICIAL

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K. SATISH KUMAR SVL.No.13/2000 R.No.16/2009 5-2-30, Premavathenet (V). Rejendranagar (M), R.R. Dist.

## AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 21st day of June 2010 at RO, Kapra, Ranga Reddy District 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 "Builder" (Which expression where the context so permits shall mean and include its successors in ilterest, nominees, assignees, etc).

#### <u>AND</u>

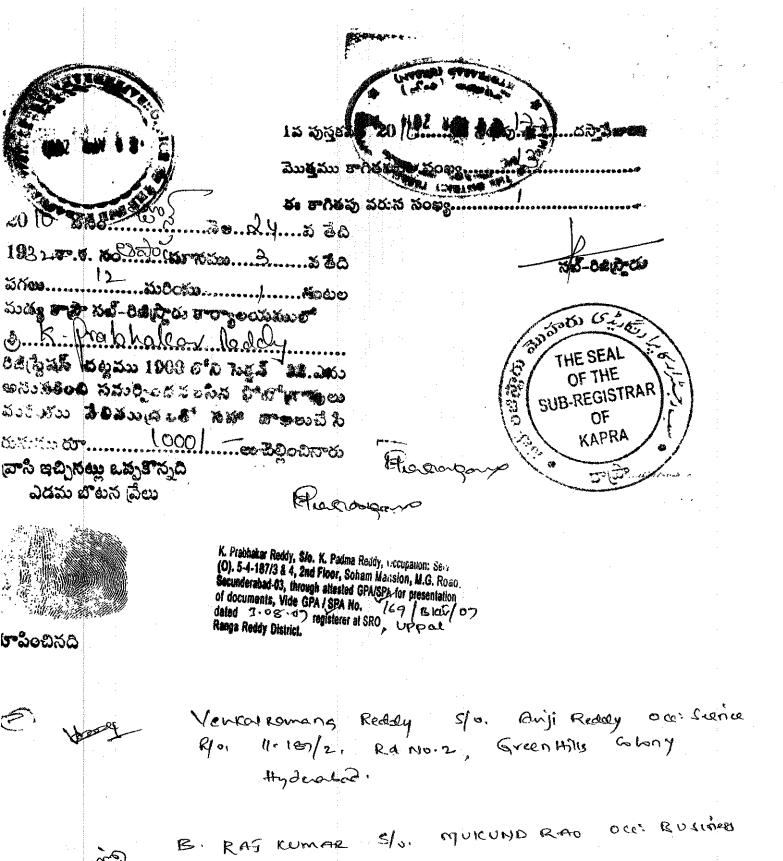
MR. GOPINATH KOTLA, SON OF LATE PANDARINATH KOTLA, aged about 44 years Occupation: Service, residing at 1-9-129/16/1/B/2, Ramnagar, Hyderabad - 500 048, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Alpine Bstate

For Alpine

Partner

Page 1



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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 21.06.2010 has purchased a semi-finished, deluxe apartment bearing no. 504, on the fifth floor in block no. 'A' admeasuring 1075 sft. (i.e., 860 sft. of built-up area & 215 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 53.75 sq. yds.
  - b. A reserved parking for one car on the stilt floor bearing no. A-83 admeasuring 100 sft

This Sale Deed is registered as document no. 1770/10, 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 flat no. 504 on the fifth 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 flat no. 504 on the fifth floor in block no. 'A', admeasuring 1075 sft. of super built up area (i.e., 860 sft. of built-up area & 215 sft. of common area) and undivided share of land to the extent of 53.75 sq. yds. and a reserved parking space for one car on the stilt floor bearing no. A-83, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for an amount Rs. 15,09,000/- (Rupees Fifteen Lakhs and Nine Thousand Only).
- 2. The Buyer already paid the above said amount of Rs. 15,09,000/-(Rupees Fifteen Lakhs and Nine Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.

For Alpine Keta

For Alpine Estates

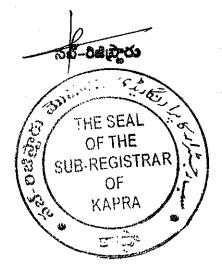
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- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments 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 Builder as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the semi-finished Deluxe apartment bearing flat no. 504 on the fifth floor in block no. 'A' to the Builder for the purposes of completion of construction of the apartment.
- 6. 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.
- 7. 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.
- 8. The Builder shall complete the construction of the Apartment and handover possession of the same by 01<sup>st</sup> August 2010 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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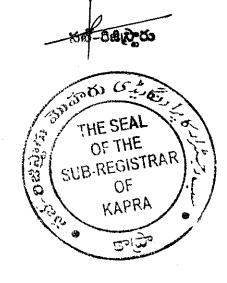
- 9. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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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- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Stamp duty and Registration amount of Rs. 16,090/- is paid by way of challan no. 95498, dated 24.6.10, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs.15,090/- paid by the way of pay order No. 156592, dated 23.6.10, HDFC Bank, S. D. Road, Secunderabad.

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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:

		i
North By	Sy. No. 2/1/2 (road)	
South By	Village	$\dashv$
East By	Village Village	$\dashv$
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 deluxe apartment bearing flat no. 504 on the fifth floor in block no. 'A' admeasuring 1075 sft. of of super built-up area (i.e., 860 sft. of built-up area & 215 sft. of common area) together with proportionate undivided share of land to the extent of 53.75 sq. yds., reserved parking space for one car bearing no. A-83, 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 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. 503
West By	Flat no. 505

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:

WITNESS:

For Alpine Kstat

For Alpine Estates
BUILDER

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Partner

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#### SCHEDULE 'C'

SPECIFICATIONS				
Item	Deluxe Apartment	Luxury Apartment		
Structure		RCC		
Walls	4"/6"	solid cement blocks		
External painting	E>	terior emulsion		
Internal painting	Smoo	th finish with OBD		
Flooring	Vitrified tiles	Marble slabs		
Door frames		/ood (non-teak)		
Doors & hardware	Panel door	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 v 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 Fitting			
Kitchen platform	Granite slab, 2 ft ceramic Granite slab, 2 ft granite tiles dado, tiles dado, SS sink. 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 Kstatek

For Alpine

BUILDE Rartner

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BUYER.

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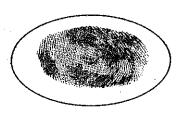
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		NO. 3-3-27/1, IN PRO	JECT KNOWN AS "N	MAYFLOWER HEIGHTS"
N SURVEY NOS.	1/1, 2/1/1 & 191			SITUATED AT
17 October 1 110 O.	MALLAPUR VILLAGE,	UPPA	L	MANDAL, R.R. DIST.
BUILDER:	M/S. ALPINE ESTATE		ITS PARTNERS	
	1. SRI RAHUL B. MEH	TA, S/O. LATE MR. B	HARAT U. MEHTA	
	2. SRI YERRAM VIJAY	Y KUMAR, S/O. SRI YI	ERRAM SHANKARAI	IAH
BUYER:	MR. GOPINATH KOTL	A, SON OF LATE PAI	NDARINATH KOTLA	
REFERENCE: AREA: 50	SCALE: 3.75 SQ. YDS. OF		CL: MTRS.	EXCL:
Total Built-up Area Out of U/S of Land	a = 1075 sft.  = Ac. 4-11 Gts.			N A
•	Open to S	Sky & 6' wide corridor		<b>♦</b>
Flat No. 505				Flat No. 503
WITNESSES:		Open to Sky For	Alpine Esta	For Alpine Es
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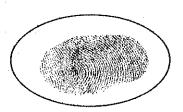
## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

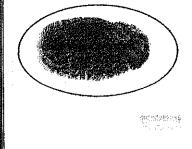
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SIGNATURE OF WITNESSES:

1.









NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

#### VENDOR:

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 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 SÓHAM MANSION, M. G. ROAD SECUNDERABAD - 500 003.

#### BUYER:

MR. GOPINATH KOTLA S/O LATE SRI PANDARINATH KOTLA R/O. 1-9-129/16/1/B/2 RAMNAGAR HYDERABAD -500048.

For Alpine Estates

hrtnersignature of executants

I stand herewith my photograph and finger prints in the form prescribed, through my representative, Mr. K. Prabhakar Reddy, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, R.R Dist.

Husangar

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

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

C.S.No./Year: 1823/2010 of SRO: 1526(KAPRA)

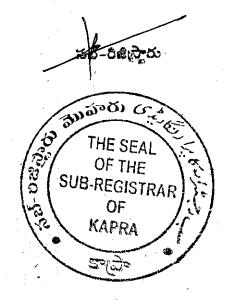
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SINo.	Thumb		Name and Address	
	Impression	Photo	of the Party	Party Signature
1	Manual Enclosure	Manual Enclosure	• (CL) GOPINATH KOTLA 1-9-129/16/1/B/2, RAMNAGAR,HYD.	
2	HOLDER HOLDER	24/96/016/1/4/25/13/25/15/13/25/15/13/25/15/13/25/15/13/25/15/15/15/15/15/15/15/15/15/15/15/15/15	(CL) K.PRABHAKAR REDDY (SPA HOLDER) 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION, M.G.ROAD, SECBAD. RER · TO . PURCHOSER)	Quesosop
101 (101 (101 (101 (101 (101 (101 (101	Manual Enclosure	'Manual Enclosuré '	(EX) M/S ALPINE ESTATES REP BY RAHUL B.MEHTA 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION, M.G.ROAD, SECBAD.	
		Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIJAY KUMAR 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION, M.G.ROAD, SECBAD.	
2 April 1		Regulation of Assessment I	EX) K.PRABHAKAR REDDY SPA HOLDER) 5-4-187/3 & 4 IFLOOR, SOHAM MANSION, M.G.ROAD, SECBAD.	President

Witness Operator
Signatures Signature



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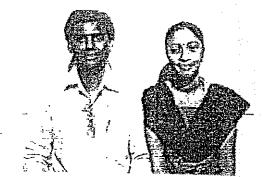




DLRAP01944992006 TARANA AYALIN Y EAN HARIAKE

SECUMORIZABAN

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Family Members Details

5.50	Name	1 34P1XXXAA	Date of Birth	Age
	] thg	Wife	08/02/84	Z2

D.P.L. No.114 BHARAT SCOUTE .

आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanant Account Numb AWSPP8104E

80053195/05

Class Of Vehicle

Hon-Transport

LMV.HOWG

1F.17-2015

Transport Hazardous Vandry

Badge No. Reference No.

DOB

Original LA.

201931993 PTA SECUNDRABAD

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Blood Gr. Date of 1st lesue

13.09.1993



OUSEHOLD\_CARD

Card No F.F Shop No

పేదం

Name of Head of

: Mohta, Rahut

Household

අරේඛු/ණයි ණයා

Father/ Husband nome : Bharat

ស្វាស្វីតទីត/Date of Birth : 04/12/1989

assirinyAge

: 26

వుత్తి /Occupation

; Own Business

and In House No.

: 2-3-5TT,491/JETAM TOWERS

వీది /Street Colony

: MUTSTER ROAD ; UV COLONY

Ward

Circle

भारत सहकार

GOVT. OF INDIA

Circle VIII

ਕੇਵ੍ਹਾ /District

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(Bs.) + 100,000

No. (1) : 453394 Double )

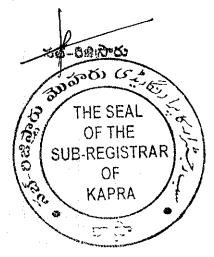
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KOTLA

GOPINATH

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HYDERABAD (AP.)

Light Site South & Court of

NEW YORK

27051979 26 CCT2019

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A Parath

IN INDIA: 1-9-129/16/1/B/Q RAMNAGAR, HYDERABAD A.P. IN USA: 2620 OCEAN PARKWAY, BROOKLYN NY 11235

718-368-9499

KOTLA, PANDARINATH

K. VARALAXMI

SIRISHA PERUMANDLA

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Customer Relations Division





Name : Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature: May -

Valid upto: 30 April 2009

Issuing Authority:

Blood Group: O +ve

Address:

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

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

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9093381666, 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

आयकर विमाग

INCOME TAX DEPARTMENT

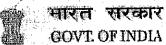
B M RAJ KUMAR

MUKUND RAO

03/01/1978

-Perminent Account Number

AIOPR9833L







इस कीरों के जो जाने पर / खोगा हुआ कार्ड मिलने पर क्ष काव क था भाग पर , प्यान प्रणा करना करना क्ष्मिया सुनित कर्र / होटाई : आयकर पैंग सेना इंगाई, एन एस डी एल शीसरी मंजिल, ट्रेड वरुई, ए विंग, क्षमाना निल्स कम्पाउँड एस बी, नार्ग, जीअर प्रेंत, कुन्बई - 800,018.

ff this card is lost/somann's lost card is four please inform/return to i Intenne Tax PAN Services Unit, NSDL, 3rd Plack, Teade World, A Wing, Kamala Mills Compound, S. B. Marg, Lower Parel, Membal, 400 013.

Tel: 91-22-2499 4650 Fax: 91-22-2495 9664 email: tininfo@asdl.co.ja

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మొత్తము కాగితముల సంఖ్య	
రం కాగికపు వరున సంధ్య	

