

ಆಂಧ್ರಕ್ಷದೆ है आन्ध्र प्रदेश ANDHRA PRADESH

P 366269

Purchased By:

T. MAKESH

S/O.T.V. RAO

HYD

For Whom:

ALPINE ESTATES

AGREEMENT FOR CONSTRUCTION

Denomination: 100

Denomina

This Agreement for Construction is made and executed on this the 5 day of November 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 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).

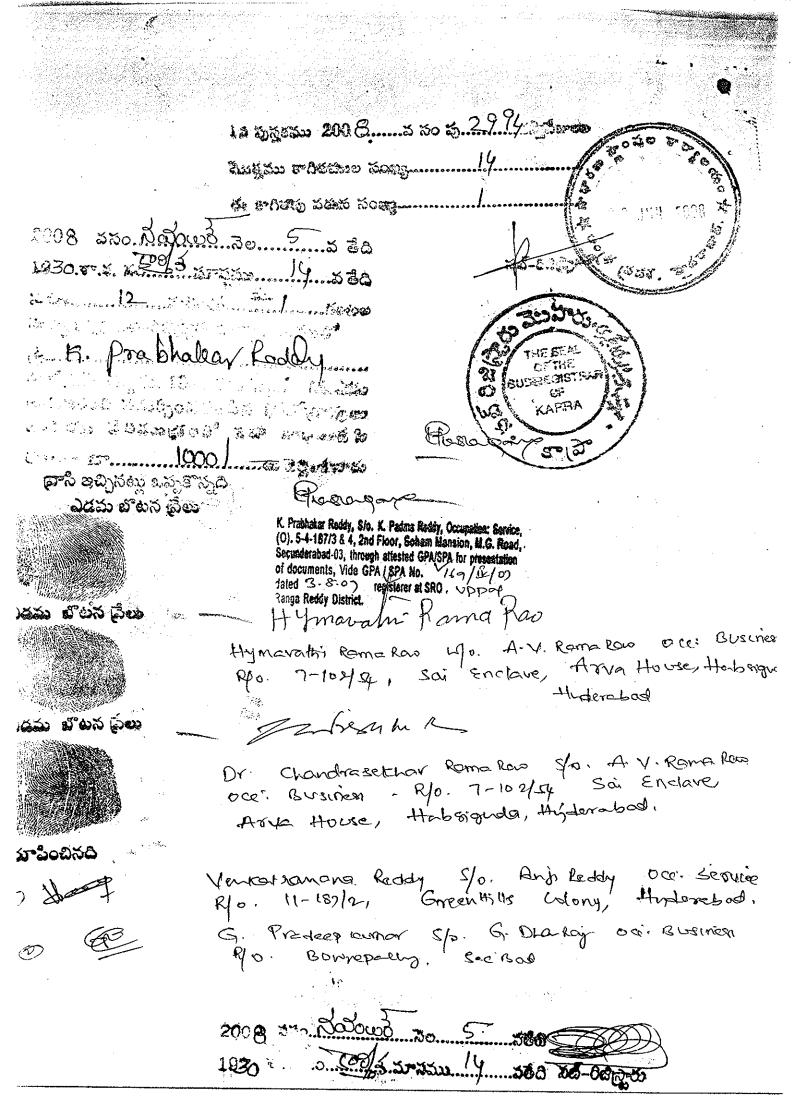
**AND** 

1. MR. HYMAVATHI RAMA RAO, WIFE OF MR. A. V. RAMA RAO, aged about 66 years,

FOR ALPINE ESTATES FOR A

FOR ALPINE ESTATES

Por Hymaneath Pana Page 1



### WHEREAS:

- A. The Buyer under a Sale Deed dated 65.11.08 has purchased a semi-finished, Deluxe apartment bearing no. 216, on the second floor in block no. 'A' admeasuring 1425 sft. (i.e., 1140 sft. of built-up area & 285 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 71.25 sq. yds.
  - b. A reserved parking for One Car bearing no. A-38 admeasuring 100 sft. This Sale Deed is registered as document no. 2993/08 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. 216 on the second 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. 216 on the second floor in block no. 'A', admeasuring 1425 sft. of super built up area (i.e., 1140 sft. of built-up area & 285 sft. of common area) and undivided share of land to the extent of 71.25 sq. yds. A reserved parking space for one car on the stilt floor bearing no. 38, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 24,23,000/- (Rupees Twenty, Four Lakhs Twenty Three Thousand only).
- 2. The Buyer has already paid amount of Rs. 2,55,000/- (Rupees Two Lakhs Fifty Five Thousand Only) before entering to this agreement and the Builder admit and acknowledge the receipt for the above said amount.
- 3. The Buyer shall pay to the Builder the balance consideration of Rs. 21,68,000/-(Rupees Twenty One Lakhs Sixty Eight Thousand Only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	10,48,000/-	20.03.2008
II	4,20,000/-	20.04.2008
III	7,00,000/-	01.07.2009

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Partner

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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. 216 on the second floor in block no. 'A' 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> July 2009 with a further 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 ESTAT

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For ALPINE ESTATES

Partner

Hymavate Rama Rao

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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.

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Partner Hymavahir Rama Rus

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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. 36,230/- is paid by way of challan no. 35512 dated 5.11-08 drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 24,230/- paid by the way of pay order No. 144872 dated 4-11-08, HDFC Bank, S. D. Road, Secunderabad.

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Partner

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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. 216 on the second floor in block no. 'A' admeasuring 1425 sft. of of super built-up area (i.e., 1140 sft. of built-up area & 285 sft. of common area) together with proportionate undivided share of land to the extent of 71.25 sq. yds., reserved parking space for one car bearing no. A-38, 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. 215`		
South By	6' wide corridor		
East By	Open to Sky		c
West By	6' wide corridor & Open to Sky,		

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 ESTAT

FOR ALPINE ESTATES

BUILDER

BUYER.

WITNESSES:

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### SCHEDULE 'C'

SPECIFICATIONS		
Item 🗸	Deluxe Apartment	Luxury Apartment
Structure	•	RCC
Walls	4"/6"	solid cement blocks
External painting	. E	xterior emulsion
Internal painting	ç Smoo	oth 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 7' dado	
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

WITNESS:

1.

2.

For ALPINE ESTATES

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BUILDER Partner

Hymavati Ruma Ru

BUYER.

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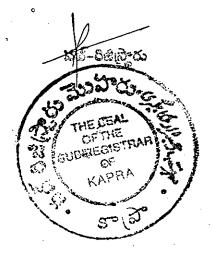
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REGISTRATION PL	AN SHOWING FLAT NO. 216 IN BLOCK NO. 'A' ON SECOND FLOOR BEARING PERMISES NO. 3-3-27/1, IN PROJECT KNOWN AS "MAYFLO	
		SITUATED AT
IN SURVEY NOS.	1/1, 2/ <del>1/</del> 1 & 191	MANDAL, R.R. DIST
	MALLAPUR VILLAGE, UPPAL 'UPPAL '	MMANAL, H.H. DIO
BUILDER:	M/S. ALPINE ESTATES REPRESENTED BY ITS PARTNERS	
	1. SRI RAHUL B. MEHTA, S/O. LATE MR. BHARAT U. MEHTA	
	2. SRI YERRAM VIJAY KUMAR, S/O. SRI YERRAM SHANKARAIAH	
BUYER:	1. MRS. HYMAVATHI RAMA RAO, WIFE OF MR. A. V. RAMA RAO	
	2. DR. CHANDRASEKHAR RAMA RAO, SON OF MR. A. V. RAMA RAO	
REFERENCE: AREA: 71	SCALE: INCL: 25 SQ. YDS. OR SQ. MTRS.	EXCL:
	Open to sky & Flat No. 215  Open to Sky & 6' wide corridor	
	6' wide corridor	
WITNESSES:	For ALPINE ESTATES FO	or Alpine esta

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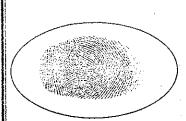
## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)



1 6 7 1 1 1 1 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

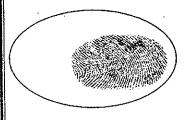
- 1. MR. RAHUL B. MEHTA SON OF LATE SRI. BHARAT U. MEHTA R/O. PLOT NO. 2-3-577 UTTAM TOWERS, D. V. COLONY MINISTER ROAD SECUNDERABAD - 500 003.
- 2. MR. YERRAM VIJAY KUMAR SON OF SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD.





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

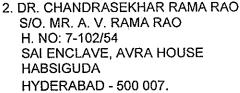


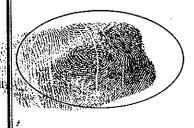


### **BUYER:**

1. MRS. HYMAVATHI RAMA RAO W/O, MR. A. V. RAMA RAO R/O, H. NO: 7-102/54 SAI ENCLAVE, AVRA HOUSE **HABSIGUDA** HYDERABAD - 500 007.







SIGNATURE OF WITNESSES:

1.

FOR ALPINE ASTATES SIGNATURE OF EXECUTANTS

FUL ALPINE ESTATES

SIGNATURE(S) OF BUYER(S)

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ర్య కాగుచ్చు వరణి సంఖ్యాయితా	^



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

C.S.No./Year: 3091/2008 of SRO: 1526(KAPRA)

- 05/11/2008 13:16:46

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
1		"HIMATHIBALIKA 2008 30011-	(CL) HYMAVATHI RAMA RAO 7-102/54, SAI ENCLAVEHABSIGUDA, HYD	Haranghi Lan
2			(CL) DR. CHANDRASEKHAR RAMA RAO 7-102/54, SAI ENCLAVEHABSIGUDA, HYD	Maria
3	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	
4	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	
5			(EX) K. PRABHAKAR REDDY 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,ZM.G.ROAD, SECBAD	Proposer



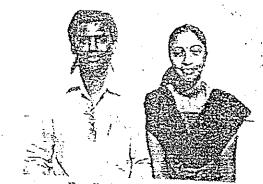






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Ξ. 19.02-200s แกลกรักษ์ คนั้นการ สาราชชอบหาวยลงคุณ



Family Members Detail	Family	Members	Details
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D.P.L. No.114 BHARAT SCOUTE .

आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number

AWSPP8104E

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Date of 1st Issue

13.00 1903



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Card No F.F Shop No

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Same of Head of

: Mahta Rahul

Household రండి/భగ్ర కేందు

45.55

Father Husband name : Bharai

ক্রপুর উঠি/Date of Birth : 64/12/1980

ವರ್ಯನ್ನು Age

: 36

వృత్తి /Occupation .

: Own Business

ಇಂದಿ ನೆಂ.House No.

: 2-3-577,491,UTTAM TOWERS

Sa /Street Colony

: MERSTER ROAD

Ward

D A COFOAA

Circle

भारत सरकार

GOVT. OF INDIA

ਕਿਤਾ /District

: Farma / Hyderaba;

(Rs.) + 100,000

No. (1): 45339" (Double)

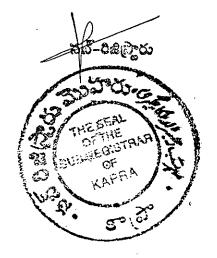
me (1) : Navratna Enterprises FVC

No. (2) :1

10 (2)

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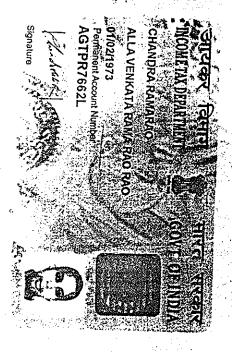




Plot No. 3, Sector 11, CBD Belapur, Navi Mumbai - 400 614

1వ పుస్తకము 2008న స	
మొక్తము కాగిశరణంల కొంత్యా	**********
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మొక్తము కాగితణుల పఠశ్యా!!
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### WITNESSES NO.





Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature :

Ville-

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address:

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

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

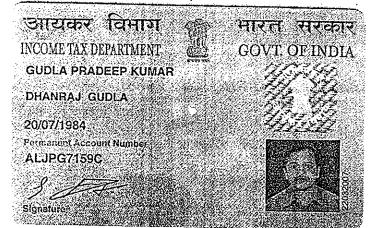
www.modiproperties.com ee

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 o
- 3. The loss of the card must be reported to the Admin, Div.Immediately

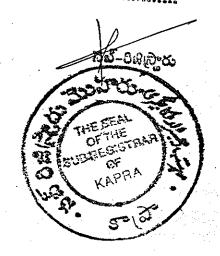
### WITNESSES NO. 2



इस कार्ड के खोने । माने पर कृपया सूबित छारें । जीटाएं : आयकर पेन सेवा दकाई, एन एस डी एन पहली मेरियल, टाईम्स टॉक्ट, कमला मिन्स कम्पाउंड, एस. ची. मार्ग, लोअर 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 Parel, Mumbai - 400 013.

Tel: 91:22-2499 4650, Fax: 91:22-2495 0664, e-mail: thinfo@nedico.in



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H, No. 3-4-784 & 785, Fiat No. 103-B, Legend Tourist Corner Apartments, Rachiguda, Hvderabad - 500 027. Ph. : (O) 040-30721448 Mobile : 98480 43262 Email : BCJJA RAJESHWAR REDDY @yahoo.co.in

Kajeshwar Reddy Asocate

person, since the limitations prescribed under N.I.Act are already elapsed. and the drawer of the cheque is ultimately is the beneficiary and happiest cheque, neither your client has got any benefit nor my client has got any benefit client would have paid the entire money to your client. By withholding the the cheque and by collecting the money from the drawer of the cheque, my cheque is returned to my client he would have proceeded against the drawer of amount. The said action of your bank is contrary to the legal procedure. If the your client is withholding the bounced cheque and demanding to repay the account holder to initiate action against drawer of the bank. But in this case, that, they should return the cheuge to the account holder to facilitate the endorsement of "Insufficient Funnds", the better course of action by any bank is repayment of money by installments. When the cheque is returned with an withdrawn entire amount from his account and he could have not agree the client is highly objectionable. It my client has any bad intention he would have cournct of your client bank by sending anti-social elements and threatening my fraud and cheated your client and my client liable for criminal prosecution. The client enriched are absolutely talse. It is absolutery talse that my client played.

That my client being a law abiding citizen came to your bank along with his community people to deposit an amount of 8s.2,00,000, in your bank. The said amount was arranged by the community people of my client considering the