ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

Serial No :

366261

Purchased By : T. NAKESH S/O\_T.V. RAO Colorage's as all it. The Mark Course Grown Region Sub Region Registed respectively. Carlo Office, Hyd

for Whom : ALPINE ESTATES

Dato : 03-19-2008

AGREEMENT FOR CONSTRUCTION

Edition record comes

this Agreement for Construction is made and executed on this the 18th day of October 2008 at Secunderabad by and between:

M/s. ALPINE ESTATES, 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/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

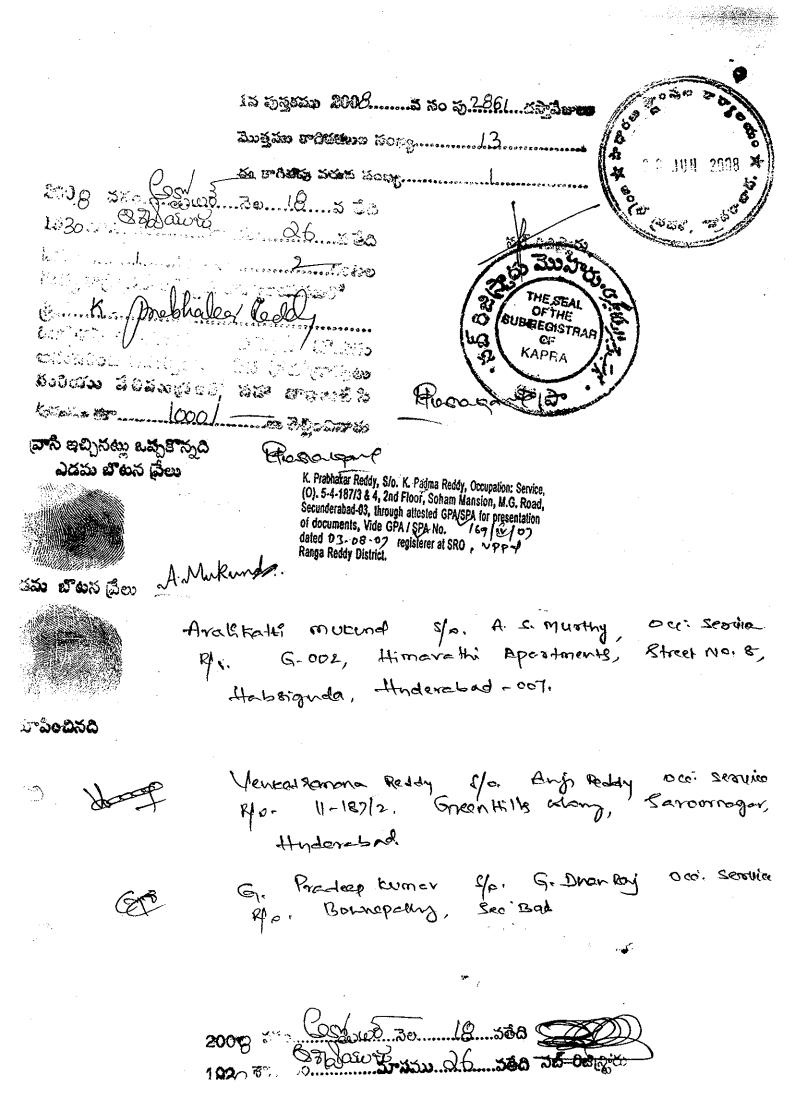
MR. ARALIKATTI MUKUND, SON OF MR. A. S. MURTHY, aged about 32 years, nesiding at G-002, Himavathi Apartments, Street No. 8, Habsiguda, Hyderabad - 500 007, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc). A. Mukurde.

FOR ALPINE ESTATES

FOR ALPINE ESTATES

Denomination:

Page 1



## WHEREAS:

- A. The Buyer under a Sale Deed dated 16.10.08 has purchased a semi-finished, Luxury apartment bearing no. 404, on the fourth 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 bearing no. A-64 admeasuring 100 sft.

    This Sale Deed is registered as document no. 286/08 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 Luxury apartment bearing no. 404 on the fourth 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 Luxury apartment bearing no. 404 on the fourth 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. A reserved parking space for one car on the stilt floor bearing no. A-64, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand only) in the following manner:

Installment	Amount(Rs.)	Due date of payment	
I	13,00,000/-	04.11.2008	
II	3,90,000/-	04.12.2008	
III	6,50,000/-	01.07.2009	

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Partne:

A. Makardy.

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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 1 month 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 Luxury apartment bearing no. 404 on the fourth floor in block no. 'A' 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 01<sup>st</sup> July 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.

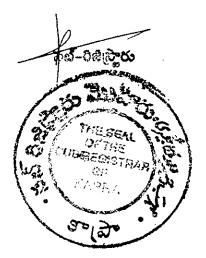
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FOR ALPINE ESTATES

Partner

A. Mukunde

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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. A Mikund

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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 luxury Apartment No. 404 on the fourth 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-64, 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 & 6' wide corridor	,
South By	. Open to sky	
East By	Flat no. 403	
West By	Flat no. 405	

### 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:

FOR ALPINE ESTATES

Rartner

FOI ALPINE ESTATE

WITNESS:

1 James

BUILDER

2.

BUYER.

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# SCHEDULE 'C'

SPECIFICATIONS					
Item	Deluxe Apartment	Luxury Apartment			
Structure		RCC			
Walls	4"/6"	4"76" solid cement blocks			
External painting	Е	xterior emulsion			
Internal painting	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 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		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:

FOI ALPINE ESTATE

FOU ALPINE

BUILDER

1.

2.

WITNESS:

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BUYER.

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WITNESSES:

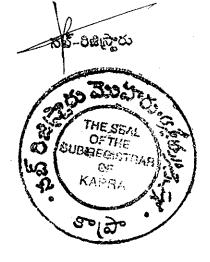
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**Partner** 

SIG. OF THE BUILDER

A. Mukudi SIG. OF THE BUYER

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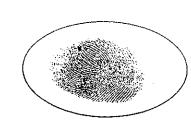
# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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 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:

MR. ARALIKATTI MUKUND S/O MR. A. S. MURTHY R/O.G-002, HIMAVATHI APARTMENTS STREET NO. 8 **HABSIGUDA** HYDERABAD - 500 007.

SIGNATURE OF WITNESSES:

FOR ALPINE ESTATES

POI ALPINE ESTATES

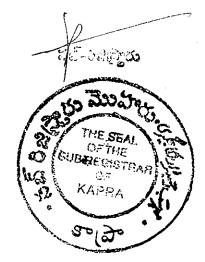
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Partner

SIGNATURE OF EXECUTANTS

A. Mukund SIGNATURE(S) OF BUYER(S)

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

C.S.No./Year: 2956/2008 of SRO: 1526(KAPRA)

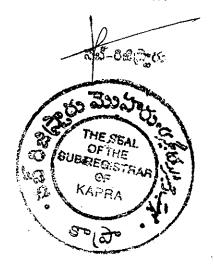
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2	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY RAHUL B. MEHTA 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	
3	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIJAY KUMAR 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	•
4		PRESENTARY PROPERTY OF THE PRO	(EX) K.PRABHAKAR REDDY(SPA FOR PRESENTING DOCS) 5-4- 187/3 & 4 IIFLOOR, SOHAM MANSION,ZM.G.ROAD, SECBAD	Romanon

Witness Operator
Signatures Signature

Subregistrar Signature

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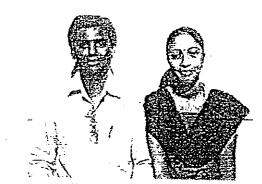


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SECUNDA ABAD -ding author

Alvaeza.



Family Members Details

Name Name	Relation	Date of Birth	Age
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పుండకం/ కేశ్రమ

BHARAT SCOUTE . .

आयकर विभाग INCOME TAX DEPARTMENT

PRABLAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

AWSPP8104E

भारत सरकार GOVT. OF INDIA



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Name of Head of

: Mehta, Rahul

Household **ෙල්./නුදු ම**්රා

1.25

Father/ Husband name : Bhara:

තුවුනම්**ර**/Date of Birth : 64/12/1989

sammy Age

: 26

ವುತ್ತಿ /Occupation

Own Business

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58 /Street Colony

; MESISTER ROAD D V COLONY

Ward.

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Circle

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Circle VIII : Bransini "Hydersbri

(Rs.) : 160,000

No. (1) : 453394(Elaphia )

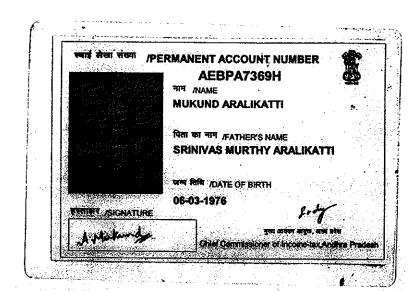
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A. Mukunds.

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## WITNESSES NO. 1





Name: Ch.Venkata Ramana Reddy Designation: Customer Relations Executive

Signature: 1/2--Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address: 5-4-187/38-4. IInd 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:9393381666, 9246165561

In case of Emergency Cal-

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while eaving the organization
- 3. The loss of the card must be reported to the Admin.Div.Immediately

## **WITNESSES NO. 2**

आयकर विभाग

INCOME TAX DEPARTMENT

**GUDLA PRADEEP KUMAR** 

DHANRAJ GUDLA

20/07/1984

Permanent Account Number

ALJPG7159C

भारत सरकार GOVT. OF INDIA



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