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R 147319

Date: 25-03-2009 Serial No 12-365 32 342 Amenimation: 100

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For Whom:

ALPINE ESTATES

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 1st day of April 2009 at SRO, 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 interest, nominees, assignees, etc).

AND

MR. AZDAN SHAIK, SON OF MR. SHAIK SHAEMSHA, aged about 38 years, Occupation: Service, residing at 102, Shiva Residency, Saleem Nagar Colony, Malakpet, Hyderabad, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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dated 3.08.07 regions at SRO 199-1 డమ బొటన డేలు Azden Shait 6/0. Shait Shaemsha Occ. Skouice Wo. 02, Shiya Residence Scheem nager Colony, Malaklet, Hode **కోపించినది** 7 8/2 Busi Roddy R/o. 11-180/2, Rd No. 2 ૦ૡ∵ sarroornagor, Hideralad, GreenHow alony, B.M. RAJ KUMAR. 36 BR. MUKUND ROAD 9-11/2 120THA BASTHI BOLARUM BAJAR 886-BAR- 500016 2009 350 @ @ 30 30 30 30 S

WHEREAS:

- A. The Buyer under a Sale Deed dated 01.04.2009 has purchased a semi-finished, deluxe apartment bearing flat no. 502, 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 bearing no. A-81, admeasuring 100 sft.
 This Sale Deed is registered as document no. 684 09, 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 désirous 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. 502 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. 502 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. A reserved parking space for one car on the stilt floor bearing no. A-81, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 8,30,000/- (Rupees Eight Lakhs Thirty Thousand only).
- 2. The Buyer has already paid an amount of Rs. 2,77,000/-(Rupees Two Lakhs Seventy Seven Thousand Only) which was admitted and acknowledged by the Builder.
- 3. The Buyer shall pay to the Builder the balance amount of Rs. 5,53,000/-(Rupees Five Lakhs Fifty Three Thousand only) on or before within 7 days of receipt for completion notice.

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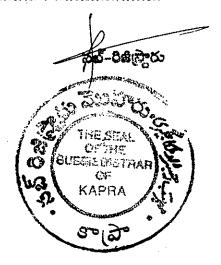
- 4. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder 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 1month 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. 502 on the fifth 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 1st July 2009 with a 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.

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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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- 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. 3,300/- is paid by way of challan no. 36784,6 dated 31.03.2009, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs.8,300/- paid by the way of pay order No. 147882 dated 31.03.2009, 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:

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 bearing flat no. 502 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) together with proportionate undivided share of land to the extent of 53.75 sq. yds., reserved parking space for one car bearing no. A-81, 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. 501
West By	Flat No. 503

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:

WITNESSES:

For Alpine Estate

For Alpine Estates

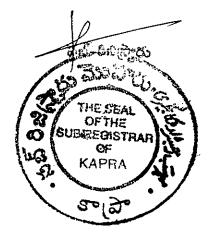
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BUILDER

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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION				
Item	Deluxe Apartment Luxury Apartment			
Structure		RCC		
Walls	4"/6	" solid cement blocks		
External painting		Exterior emulsion		
Internal painting	Smo	ooth finish with OBD		
Flooring	Vitrified tiles	Marble slabs		
Door frames		Wood (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 Superior designer ceramic tiles with 7' da 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		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 Estat

For Alpine Estates

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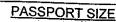
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

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NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





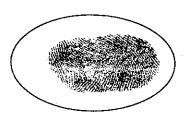
A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003. REPRESENTED BY ITS PARTNERS

- 1. SRI. RAHUL B. MEHTA S/O. LATE SRI, BHARAT U. MEHTA R/O. PLOT NO. 2-3-577, UTTAM TOWERS D. V. COLONY, MINISTER ROAD SECUNDERABAD - 500 003.
- 2. SRI. YERRAM VIJAY KUMAR S/O. SRI YERRAM SHANKARAJAH 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:

MR. AZDAN SHAIK. S/O. MR. SHAIK SHAEMSHA, R/O. 102, SHIVA RESIDENCY, SALEEM NAGAR COLONY. MALAKPET, HYDERABAD.

SIGNATURE OF WITNESSES:

For Alpine Estat

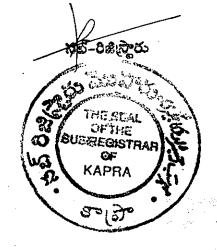
For Alpine Estates

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SIGNATURE OF EXECUTANTS

SIGNATURE OF BUYER

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REGISTRATION	PLAN SHOWING FLAT NO. 50	02 IN BLOCK NO. 'A" ON FIFTH F	LOOR
		3-27/1, IN PROJECT KNOWN AS	"MAYFLOWER HEIGHTS"
IN SURVEY NOS.	1/1, 2/1/1 & 191		SITUATED AT
	MALLAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST.
BUILDER:	M/S. ALPINE ESTATES REPF	RESENTED BY ITS PARTNERS	
	1. SRI RAHUL B. MEHTA, S/C	D. LATE MR. BHARAT U. MEHTA	
	2. SRI YERRAM VIJAY KUMA	R, S/O. SRI YERRAM SHANKARA	NAH
BUYER:	MR. AZDAN SHAIK, SON OF I	MR. SHAIK SHAEMSHA	
REFERENCE: AREA: 5	SCALE: 3.75 SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Area Out of U/S of Land	a = 1075 sft. = Ac. 4-11 Gts.	·	N
	Open to sky & 6' wide c	orridor	\triangle
at No. 503	HANNANAN DINING 10'22'7' HANNANAN DINING 10'22'7' HANNAN DINANANAN BED 13'5'X13'7' HANNANAN DINING 10'22'7' 10'26'	Flat No. 501 Flat No. 501	
	Open to Sky F	For Alpine Extates Fo	or Alpine Estates
<u>WITNESSES:</u>		Partner	Partner
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2. Roj Keen.			OR

SIG. OF THE BUYER

IN UNION DRIVING LICENCE

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Family Members Details

•	Name		Date of Birth	Age	
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D.P.L. No.114 BHARAT SCOUTE . ..

आयंकर विभाग INCOME TAX DEPARTMENT



भारत सरकार GOVT OF INDIA

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13-09-1993



HOUSEHOLD_CARD

Card No F.P Shop No : PAPIG7881501086 : 815

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Name of Head of

: Mehtz, Rahul

Household සරුවී/අජු කියා

• 4755

Father/ Husband name : Bharat

තුමුන්**ර්ථ්ව**ate of Birth : 04/12/1989

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: Oyu Business

=00.30.House No.

: 2-3-577,401,UTTAM TOWERS

5a /Street Colony

: MENISTER ROAD DV COLONY

Ward.

Circle

Circle VIII

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: ತ್ರಾರ್ಷವಾಗಿ Hyderabes

(Rs.) + 100,000

No. (1): 45339/(Double.)

me (1) : Navratna Enterprises IOC

No. (2) : /

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PER

PERMANENT ACCOUNT NUMBER

APEPS5731B



TH MAME

AZDAN SHAIK

पिता का नाम FATHER'S NAME SHAHIMSHA SHAIK

जन्मः तिथि /DATE ा साराम

19-06-1971

हरताकार /SIGNATURE

02

Talanda Danamieno

300 Mani angar mulaiya

आयकर भवन, दाबा गार्डेन्स, विशाखपटणम् – 530 020 tn case this card is lost/found,

In case this card is lost/found, kindly inform/return to the issuing authority: Chief Commissioner of Income-tax. Aayakar Bhavan, Daba Gardens,

इस कार्ड के खो / मिल जाने पर कृप्या जारी करने

वाले प्राधिकारी को सूचित / वापस कर दें

मुख्य आयकर आयुक्क,

इस कारक हो। होमेंस जाने पर कृप्या जारी करने चाल प्राधिकारी को सूचित / वापस कर दें ुगुरुव आयकर आयुत्क; आयकरभवन,-टावा गांडेहरा विशासपट्टणम् - 530 020

1వ పుస్తకము 2009......వ సం పు.దీ.దిఏ...దస్తావేఖులు

ఈ కాగితపు వరుస సంఖ్య......

b) case this card is lost/found, kindly inform/return to the issuing authority :

Chief Commissioner of Income-tax,

Aayakar Bhavan,

Daba Gardens,

OF THE SUBMEDISTRA OF KAPRA

WITNESSES NO. 1

Customer Relations Division





Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature: Me

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

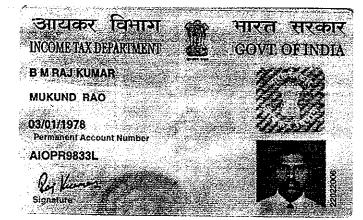
. www.modiproperties.com

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

WITNESSES NO. 2



इस कार्ड के खो जाने पर / खोया हुआ कार्ड पितने पर कृपरा सुवित को / लीटावें : आयकर मैंन सेया इकाई, एन एस ठी एल तीतरी मंजित, ट्रेंड बर्ल्ड, ए देन, क्याता नित्स कम्पाइंड एस. बी. मार्ग, लोअर प्ररेश, मुम्बई - 406 8.18.

If this card is lost / someone's lost card is found. please inform / return to : Income Tax PAN Services Unit, NSDL 3rd Floor, Trade World, A Wing, Kamala Mills Compound, S. B. Marg, Lower Parel, Mombai - 400 013.

Tel: 91-22-2499 4650 Fax: 91-22-2495 0664 cmail: tininfo@nsdl co.in

1వ పుస్తకము	2009	నం పు6.8. <u>1దస్</u> రావేఱు	ಖ
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