

Purchased By :

G. VENKATESH SYO G.A. RAO

SECBAD

• For Whom : ALPINE ESTATES SECRAD DOMOREMACION : 100

Ex.Officio Stamp Vendor S.S.O., Cald Office, Hyd

### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 31 day of March 2009 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 28 years, Occupation: Business and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 44 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

Dr. HARVINDER SINGH SAINI, SON OF Mr. PIARA SINGH, aged about 44 years, Occupation: Principal, residing at H. No: 12-13-677/43, Street No. 1, Lane 1, Keemati Colony, Tarnaka, Secunderabad, 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

For Alpine Estates

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Partner

Page 1



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K. Prabhatar Reddy, Sio. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad-03, through attested GPAISPA for presentation of documents, Vide GPA/SPA No. 169 (2) 02 dated 3-08-7 registerer at SRO VPP Ranga Reddy District.

Q-11/2 KOTHA Bath Bolaner BAJOS SEL-BAD- SOOOK

DAJEKT : A. Laxoni Kants s/o. A. Sadvaring
Oce: Service - R/o 12-1-1-9/13, lalapet
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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 31.03.09 has purchased a semi-finished, Luxury apartment bearing no. 301, on the third floor in block no. 'B' admeasuring 1450 sft. (i.e., 1160 sft. of built-up area & 290 sft. of common area) of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. Nos. 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 72.50sq. yds.
  - b. A reserved parking for One Car bearing no. B-41, admeasuring 100 sft.

This Sale Deed is registered as document no. 709/05, 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. 301 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 Luxury apartment bearing flat no. 301 on the third floor in block no. 'B', admeasuring 1450 sft. of super built up area (i.e., 1160 sft. of built-up area & 290 sft. of common area) and undivided share of land to the extent of 72.50 sq. yds. A reserved parking space for one car on the stilt floor bearing no. B-41, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 20,10,000/- (Rupees Twenty Lakhs and Ten Thousand only).
- 2. The Buyer has already paid an amount of Rs. 20,10,000/- (Rupees Twenty Lakhs and Ten Thousand only) which was admitted and acknowledged by the Builder.

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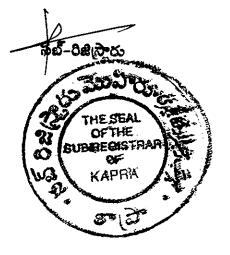
- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause above. The buyer 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 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 Luxury apartment bearing no. 301 on the third floor in block no. 'B' 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 15<sup>th</sup> April 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.

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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. 21,100/- is paid by way of challan no. 767881, dated 6.4.69, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 20 100/- paid by the way of pay order No. 147 884 dated 31.3. 09, 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 luxury apartment bearing flat no. 301 on the third floor in block no. 'B' admeasuring 1450 sft. of super built-up area (i.e., 1160 sft. of built-up area & 290 sft. of common area) together with proportionate undivided share of land to the extent of 72.50 sq. yds., reserved parking space for one car bearing no. B-41, 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	6' wide corridor & Open to sky	
South By	Open to sky	
East By	Open to sky	
West By	Flat No. 302	

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

WITNESESS:

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Partner

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SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION				
[tem	Deluxe Apartment Luxury Apartment			
Structure		RCC		
Walls	4"/6"	solid cement blocks		
External painting	Ех	terior emulsion		
Internal painting	Smoo	th finish with OBD		
Flooring	Vitrified tiles	Marble slabs		
Door frames	W	/ood (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' dado dado with bathtub in one bathroom.			
Sanitary	Branded sanitary ware Branded sanitary ware with counter to basins.			
C P fittings	Branded CP Fittings Superior Branded CP Fittings			
Kitchen platform	Granite slab, 2 ft ceramic dado, tiles dado, SS sink.  Granite slab, 2 ft granite tiles dado, 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:

WITNESESS:

For Alpine Estates

For Alpine Estates

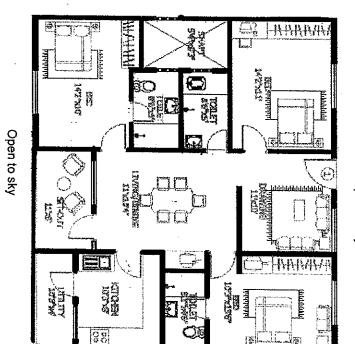
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REGISTRATION	PLAN SH	OWING FLAT NO. 30	1 IN BLOCK NO. 'B' ON	THIRD FLOOR
	BEA	RING PERMISES NO. 3-3	-27/1, IN PROJECT KNO	WN AS "MAYFLOWER HEIGHTS"
IN SURVEY NOS	. 1/1,	2/1/1 & 191		SITUATED AT
	MAL	LAPUR VILLAGE,	UPPAL	MANDAL, R.R. DIST.
BUILDER:	M/S.	ALPINE ESTATES, REPR	RESENTED BY ITS PART	NERS
	1. SF	RI RAHUL B. MEHTA, S/O	. LATE MR. BHARAT U. N	ЛЕНТА
	2. SF	RI. YERRAM VIJAY KUMA	AR S/O. SRI. Y. SHANKAR	RAIAH
BUYER:	Dr. F	IARVINDER SINGH SAINI	, SON OF Mr. PIARA SIN	GH
REFERENCE: AREA:	72.50	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up Are Out of U/S of Lan				
		Flat No. 302		<b>♦</b> N



Open to sky

6' wide corridor & Open to sky

For Alpine Estates

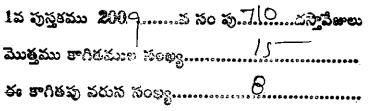
WITNESSES:

Partner

For Alpine Astate

Partner SIG. OF THE BUILDER

SIGN. OF THE BUYER





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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)















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. 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 SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD.

SPA FOR PRESENTING DOCUMENTS VIDE DOC. NO. 169/VBKIV/2007 Dt: 03/08/2007:

SRI. K. PRABHAKAR REDDY S/O. SRI. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.

#### **BUYER:**

Dr. HARVINDER SINGH SAINI S/O. Mr. PIARA SINGH R/O. H. NO: 12-13-677/43 STREET NO. 1, LANE 1 KEEMATI COLONY TARNAKA SECUNDERABAD.

#### REPRESENTATIVE:

MR. RAVI KISHORE SINGH S/O. MR. RAJ KISHORE SINGH R/O. PLOT NO. 229 PHASE - 1 SAKET - KAPRA HYDERABAD.

SIGNATURE OF WITNESSES:

For Alpine Estates

For Alpine Estates

SIGNATURE OF EXECUTANTS OF

I stand herewith my/our photograph and finger prints in the form prescribed, through my representative, Mr. Ravi Kishore Singh, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances Rapra, Ranga Reddy District

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

C.S.No./Year: 000776/2009 of SRO: 1526(KAPRA)

06/04/2009 16:17:33

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
4.00	Manual Enclosure	Manual Enclosure	(CL) HARVINDER SINGH SAINI 12-13-677/43,ST.NO.1 KEEMATI COLONYTARANAKA,SECBAD.	
2	CLAMA	EW-KENOLEA	(CL) RAVI KISHORE(REP TO CLAIMANT) P.NO.229,SAKETKAPRA,HYD.	Adl
3	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY RAHUL B.MEHTA 5-4-187/3&4IInd FLRSHOHAM MANSION,M.G.ROAD,SECBAD.	
4	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIAJAY KUMAR 5- 4-187/3&4IInd FLRSHOHAM MANSION,M.G.ROAD,SECBAD.	
5		PRESENTE OF THE PRESENTE OF TH	(EX) K.PRABHAKAR REDDY(SPA FOR PRESENTING DOCS) 5-4-187/3&4IInd FLRSHOHAM MANSION,M.G.ROAD,SECBAD.	Prograngery

Witness Signatures Signatures

Subregistrar Signature

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DLRAP01044992006 YUAYA RUBATY HANKARAIAH 27-29 ||| PAN BATAR

SECHNÖRRAB

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Family Members Details

No	Name		Date of	Ī.
		***************************************	Birth	Age
	15/12	Wife	08/02/84	22
		<u>}</u>	1 .	

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BHARAT SCOUTS & A

आयंकर विभाग

INCOMETAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974 Permanent Account Number AWSPP8104E

भारत सरकार GOVI: OF INDIA



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Class Of Vehicle

Validity.

Non-Fransport

LMV.MCWG

16-12-2014

**BOX**3

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Badge No.

Reference Ho. Original LA.

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13-09-1993



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Card No F.P Shop No

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Same of Head of Household

1: 4. 10

: Mahta, Rahgi

दर्शक्षियं क्रिया

- ಛಾರಕ

Father/ Husband name: Bharat

තුමුකම්ය)/Date of Birth : 04/12/1989

ನಯನ್ನು/Age

: 26

ទីវូម្នី /Occupation

: Own Business

FOR FOLHOUSE No.

: 2-3-577,401,57TTAM TOWERS

Sa /Street Colony

: MEMISTER ROAD \*DVCOLONY

Ward

Circle

Circle VIII

| ∉⊊= /District

: Farma / Hyderakei

(Rs.) ; 100,000

No. (1) : 45339/(Double)

me (1) : Navratna Enterprises 300 No. (2) :/

te (2)

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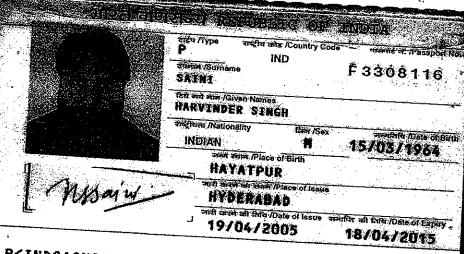
इस बात से सरोकार हो, यह प्रार्थना एवं अपेका की जाती है कि दे साकक की बिना रोक-टोक, अंग्वादी से अमे-जाने दें, और उसे हर तरह की ऐसी सहायता और सुखा प्रतान को विसकी उसे आक्ष्यकता हो। षारत गणराज्य के राष्ट्रपति के नाम पर, उन सब से जिनका

THESE ARE TO REQUEST AND REQUIRE IN THE NAME OF THE PRESIDENT OF THE REPUBLIC OF INDIA ALL THOSE WHOM IT MAY CONCERN TO ALLOW THE BEARER TO PASS FREELY WITHOUT LET OR HINDRANDE, AND TO AFFORD HIM OR HER, EVERY ASSISTANCE AND PROTECTION OF WHICH HE OR SHE MAY STAND IN NEED.

मात गंगराज्य के राष्ट्रपति के जादेश से दिया गया BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA



पासपोटं/आधिकारी



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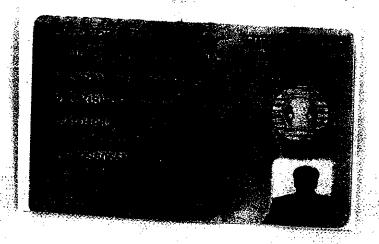
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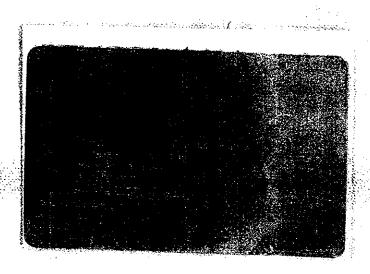
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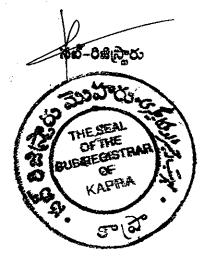
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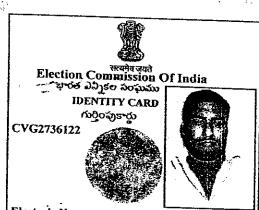
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Elector's Name : A LAXMI KANTH

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Father's Name :

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### WITNESSES NO. 2

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B M RAJ KUMAR
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03/01/1978
Permanent Account Number
AIOPR9833L

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