ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

R 147570

Pate: 31-03-2009 Serial No: 7,734 Denomination: 100

Purchased By:

VANKATESH

S/O G.A. RAO

SUB Registrar

Ex.Officio Stamp Vendor

For Whom:

ALPINE ESTATES

ECRAD

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 27th 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. D. K. JAIN, SON OF MR. LATE SRI R. S. JAIN, aged about 61 years, Occupation: Business, residing at Centricast Liners India Ltd., Plot No. 25, Road No. 10, IDA, Nacharam, Hyderabad - 500 076, 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 Extate

For Alpine Estates

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WHEREAS:

- A. The Buyer under a Sale Deed dated 27.04.2009 has purchased a semi-finished, Deluxe apartment bearing no. 302, on the third floor in block no. 'B' admeasuring 1625 sft. (i.e., 1300 sft. of built-up area & 325 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 81.25 sq. yds.

b. A reserved parking space for two cars on the stilt floor bearing nos. B-75 & B-75A, admeasuring about 200 sft., respectively.

This Sale Deed is registered as document no.

Sylog 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. 302 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 Deluxe apartment bearing flat no. 302 on the third floor in block no. 'B', admeasuring 1625 sft. of super built up area (i.e., 1300 sft. of built-up area & 325 sft. of common area) and undivided share of land to the extent of 81.25 sq. yds., and a reserved parking space for two cars on the stilt floor bearing nos.B-75 & B-75A admeasuring about 200 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a amount of Rs. 22,85,000/- (Rupees Twenty Two Lakhs Eighty Five Thousand only).
- 2. The Buyer has already paid to the Builder the above said amount of Rs. 22,85,000/(Rupees Twenty Two Lakhs Eighty Five Thousand only), which is admitted and acknowledged the receipt.

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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 Deluxe apartment bearing no. 302 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 15th May 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. 23,850/- is paid by way of challan no. 2-967, dated 7-4.07, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 22,850/- paid by the way of pay order No. 49363 dated 2-4.09, 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 deluxe apartment bearing flat no. 302 on the third floor in block no. 'B' admeasuring 1625 sft. of of super built-up area (i.e., 1300 sft. of built-up area & 325 sft. of common area) together with proportionate undivided share of land to the extent of 81.25 sq. yds., and a reserved parking space for two cars on the stilt floor bearing nos. B-75 & B-75A admeasuring about 200 sft. respectively 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. 301	
West By	Flat no. 303	

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:

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For Alpine Eskates

For Alpine Estates

WITNESS:

B. Collamon

BUILPD:E.R.r

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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	E	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	Superior designer ceramic tiles with 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:

For Alpine Exterer

For Alpine Estates

WITNESS:

1. B. Paylermon

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Partner BUILDER

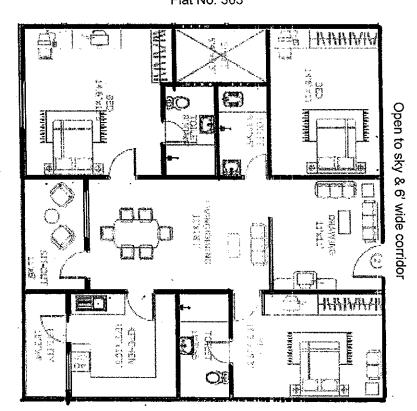
BUYER

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REGISTRATION PLAN SHOWING FLAT NO. 302 IN BLOCK NO. 'B" ON THIRD FLOOR BEARING PERMISES NO. 3-3-27/1, IN PROJECT KNOWN AS "MAYFLOWER HEIGHTS" IN SURVEY NOS. SITUATED AT 1/1, 2/1/1 & 191 MANDAL, R.R. DIST. **UPPAL** MALLAPUR VILLAGE, **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:** MR. D. K. JAIN SON OF MR. LATE SRI R. S. JAIN REFERENCE: SCALE: EXCL: AREA: 81.25 SQ. YDS. OR SQ. MTRS. Total Built-up Area = 1625 sft.

Flat No. 303



Flat No. 301

For Alpino Extate

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WITNESSES:

Open to Sky

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Out of U/S of Land = Ac. 4-11 Gts.

Partner SIG. OF THE BUILDER

SIG. OF THE BUYER

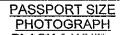
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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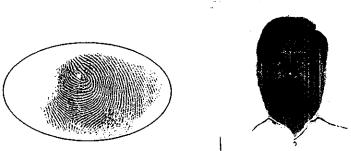
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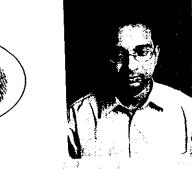
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- 1. SRI. RAHUL B. MEHTA S/O. LATE SRI. BHARAT U. MEHTA R/O. PLOT NO. 2-3-577, UTTAM TOWERS D. V. COLONY, MINISTER ROAD SECUNDERABAD - 500 003.
- 2. SRI. YERRAM VIJAY KUMAR S/O. SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT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



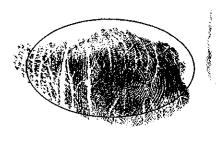
SPA FOR PRESENTING DOCUMENTS VIDE DOC.NO. 169/IV/2007:Dt.03.08.2007

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. D. K. JAIN, S/O. MR. LATE SRI R. S. JAIN, R/O. CENTRICAST LINERS INDIA LTD.. PLOT NO. 25, ROAD NO. 10. IDA, NACHARAM, HYDERABAD - 500 076.





SIGNATURE OF WITNESSES:

b. Por transact. 2.

For A.pine Excate

For Alpino Estatos

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Partner SIGNATURE OF EXECUTANTS

SIGNATURE OF BUYER

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

C.S.No./Year: 000923/2009 of SRO: 1526(KAPRA)

27/04/2009 15:19:22

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
1			(CL) D.K.JAIN P.NO.25,IDA,NACHARAM,HYD.	Row Jain
2	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY RAHUL B.MEHTA 5-4-187/3 & 4 III LOOR, 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	**************************************	PRESES IN THE PRESEST IN T	(EX) K.PRABHAKAR REDDY(SPA FOR PRESENTING DOCT) 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	Weder of

Witness Operator Signature

Subregistrar.

1వ పుస్తకము 200 క్లిక	సం పు.టి.2డస్తావేజులు
మొత్తము కాగితముల సంఖ్య	13
	17
ఈ కాగితపు వరుస్సంఖ్య	

තන්-රිසිකුංරා





DLRAP01044992006 HANKARAIAH Y FAN BAZARY



19.02-2009

751

ลงที่



Family Members Details

Sar Name		Date of Birth	Age
i isha		08/03/84	22

D.P.L. No.11 BHARAT SCOUTE a A

आयकर विभाग

INCOMETAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

Rec.

110653195706

Class Of Vehicle

llon (ransport Transport

LMV:MCWG

18,12,2014

Radge No.

Reference No. Original LA.

202931983 RTA SECUNDRABAD

17.12.1954

208 Blood Gr.

Unte of 1st Issue

10-09-1993



HOUSEHOLD_CARD.
: PAPIG7881501086:
: 815

Card No F.P Shop No

ಯು

• మౌమాలా వచ్చార

Name of Head of

Household

1 Mehta, Rabul

বল্টোক্র ইচক

- क्ट्र

Father/ Husband name : Bharat

තුමුන්ම්ර්/Date of Birth : 04/12/1989

#coring/Age

: 26

ವುತ್ತಿ /Occupation

: Own Rusiness

508.30./House No.

: 245-547,499,5JTTAM TOWERS

Sa /Street Colony

PRESTER ROAD * DIVICOLONY

 W_{ard}

Ward- Z

Circle

भारत सरकार

GOVT OFINDIA

Circle VIII

්දෙ /District

Sparane / Hyderahed

(Bs.) 100,000

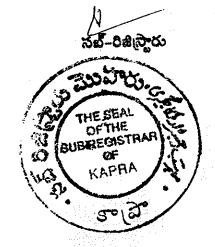
No. (1): 453394 Double)

me (1) : Navratna Enterprises IOC

No. (2) : /

te (2)

<u>. ప పుస్తకము 200 ్తి</u> వ	సం పు
.ప పుస్తకము 2005వ మొక్తము కాగితముల సంఖ్య	13
ఈ కాగితపు వరున సంఖ్య	



स्थाई लेखा संख्यां /PERMANENT ACCOUNT NUMBER





ACPPJ8053R

THE MAME

DINESH KUMAR JAIN

पितां का नाम iFATHER'S NAME RAM SWAROOP JAIN

जन्म तिथि IDATE OF BIRTH

02-01-1947

हरताक्षर /SIGNATURE

Brok for

मुख्य आवक्त मानुक, आस प्रदेश

Cinef Commissioner of Income-tax, Andrea Practes



इस कार्ड के खो / गिल जाने पर कृष्या जारी करने वाले प्राधिकारी को सूचित / वापस कर दें मुख्य आयंकर आयुक्त, आयंकर भवन, बशीर बाग, हैस्राबाद - 500 004.

In case this card is lost/found,kindly inform/return to the issuing authority: Chief Commissioner of Income-tax, Aayakar Bhavan, Basheerbagh, Hyderabad - 500 004.

1వ పుస్తకము 2009	ప సం ప్రద్ది
మొత్తము కా గితముల సం	ప సం ప్రద్ది
ණ පాෆිෂ්పు <mark>వ</mark>రున సంఖ	§
	C
	ත ේ – විනිල්



WITNESSES NO. 1





Name: Ch.Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature:

Valid upto: 30 April 2009

Issuing Authority:

Blood Group: O+ve

Address:

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

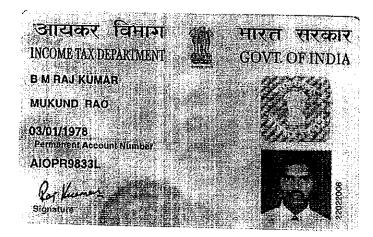
M.G Road, Secunderabad-500003.

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 white on duty.
- 2. This card has to be surrendered white 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 / खोगा हुआ कार्ड पिताने पर रूपया सुद्रित करें / लीटांग जानकर पेरा रोगा सुकार्ड, सन एक डी. एत तीसरों मंजित, ट्रेड बरुड, ए दिन, कर्नाट निस्स कम्मानंड पर, बी. मार्ग, लोकर परेल, मुकार्ड : 400-013.

(I this courd is lost / someona's lost cord is found fleate inform / return to: Inchme Tax PAN Services Unit NSDL 3rd Floor, Trade World, A Wing, Kannola Mills Compound, S. B. Morg, Lower Parel, Mambal & 400 013

Tel: 91-22-2499-4650/ Fax: 91-22-2498-0664, email: thinfo@nsdk.co.io

1వ స్పస్తకము 800 న్ల్లోవ సం	o & GULTITARE
ా ఈ కాగితపు వరుస సంఖ్య	

నట-రిజిస్టారు

