

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 18th day of August 2007 at Secunderabad by and between:

M/s. ALPINE ESTATES, a registered partnership firm having its office at 5-4-187/3&4, It 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, Sfo. 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 specessors in interest, nominees, assignees, etc).

AND

MR. NIRBHAY KUMAR BHATT, SON OF LATE SRI OMKANT BHATT, aged about 34 years, residing at S4, C-Block, Brindavan Apartments, Chikoti Gardens, Begumpet, Hyderabad - 500 016, hereinafter referred to as the Buyer (which term shall mean and itsclude his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

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For ALPINE ESTATES

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70**88**) + ... - 3 3 3 3 5 5 1 CO 15 15 The same of the same దస్తావేజుల మైగార్ కాగితముత్తు THE JUN WAY సంఖ్య....!..... కాగితపు పరుసే సంఖ్య..../...... ver best mad EN NOTE TO THE BEAUTY **%ක්-රි**නි ුිරා 200 - 3 NOIL BY QU. No. 18 ... 1929 3.8.8 (A) (A) 1928 Name A) ... 188 ఉప్పల్ సవ్-8జిస్టారు అఫీసులో & K Arabhakar Re oboy 8జిగ్బేషన్ రగ్రము, 1908 లోని సెక్షన్ 32 ఎ-ను అను సరించి సమధించినలసిన పోటోగ్రాఫులు మరియు పేరమున్రల**తో సహ**దాఖలు**చేసి** Receipt No. 608585...Dt. 18/8/01/106 SBH) Habsiguda Branch, Sec'bad వాస్త్రీ ఖుచ్చినట్లు ఒప్పుకొన్నద the sugart so to book didn occ. Service ఎడ్డమ బ్రోటన(పేలు (0) 5-4-187/1644, and Floor, Soham mangion, mg. Road, secand, through attested the for Prepentation a documents, vide SPA NO. 169/ W/or at Seo, upport R.R. Dist ఎడ్డమ బ్రొటనద్రేలు Mirbhay Eumar Bhatt, So. Late Sti Omkart Bhatt occi service, Rlo. St, C-Block, Brinderan April, Chikoti Gardens, Beginnpet, Huderalad - 016. నిరూపించినది 1 Varoprara S/O. V.Pullan Rajor, occ. service. No 7-46/1/A, Hankernogen Bodyppal Dept, R.R. Dist. Slo S. Payarkas. Oce service Als. 12-11-196/2 @ Rumer wardigude feanderapal 200 La. 201 (2 Kgy) 30 2 a a a 192 3. 8. 4 (五) 在 1500000 3 168.

WHEREAS:

- A. The Buyer under a Sale Deed dated 18.06.07 has purchased a semi-finished, Deluxe apartment bearing no. 312, on the third floor in block no. 'B' admeasuring 1550 sft. (i.e., 1240 sft. of built-up area & 310 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 77.50 sq. yds.
 - b. A reserved parking for One Car bearing no. B-47admeasuring 100 sft.

This Sale Deed is registered as document no. $1000 \,\psi/\sqrt{57}$ in the office of the Sub-Registrar, Uppal, 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. 312 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 no. 312 on the third floor in block no. 'B', admeasuring 1550 sft. of super built up area (i.e., 1240 sft. of built-up area & 310 sft. of common area) and undivided share of land to the extent of 77.50 sq. yds. A reserved parking space for for one car on the stilt floor bearing no. B-47, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 22,76,500/- (Rupees Twenty Two Lakhs Seventy Six Thousand Five Hundred only).
- 2. The Buyer shall pay to the Builder the above said consideration of Rs. 22,76,500/- (Rupees Twenty Two Lakhs Seventy Six Thousand Five Hundred only) in the following manner:

Installment	Amount(Rs.)	Due date of payment	
I	11,91, 5 00/-	01.08.2007	
II	4,06,000/-	01.09.2007	
III	6,79,000/-	01.04.2009	

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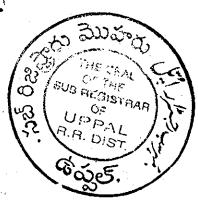
- man Ginder Section 42 of Act I of 1800 No.10005 of 200 Trate 1818107 I hereby certify that the proper deficit stamp duty of Rs 19500 Rupees Minelson Thousand has been levied in respect of this instrument From Sri K Norabhakar Raceory on the basis of the agreed Market Value consideration of Re2226000 being higher than the consideration agreed Market

SRO. Uppal 18 8 07 INDIAN STAMP ACT

Registration Endorsement

An amount of Rs. 19900 towards Stamp Duty Including Transfer duty and Rs.. (000 towards Registration Fee was paid by the party through Challan Receipt Number ... 5.08585. Dated I.B. 8. Oar Shill lab siguida Branch, Sec bad

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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 Deluxe apartment bearing no. 312 on the third floor in block no. 'B' 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 01st April 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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- 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 a'l 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.

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- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.

23. Stamp duty and Registration amount of Rs. 20995/- is paid by way of challan no. 609585, dated 18-08-0), drawn on State Bank of Hyderabad, Habsiguda Branch, R. R. District and VAT an amount of Rs. 22.765/- paid by the way of pay order No. 134909 dated 18-08-0) HDFC Bank, S. D. Road, Secunderabad.

For Alpine Estates

For Alpine Estates

Partner

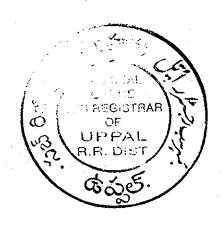
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SCHEDULE 'A'

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	ᅱ
East By	Village	ᅱ
West By	Sy. No. 2/1/1(part), Sy. No. 189, Sy. No. 190 & Sy. No. 191(part)	ᅱ

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished Luxury Apartment No. 312 on the third floor in block no. 'B' admeasuring 1550 sft. of of super built-up area (i.e., 1240 sft. of built-up area & 310 sft. of common area) together with proportionate undivided share of land to the extent of 77.50 sq. yds., reserved parking space for one car bearing no. B-47, 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	
South By	Flat No. 311 & Open to sky	
East By	6' wide corridor & Open to sky	
West By	Open to sky	

WITNESSES:

IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

FOR ALPINE ESTATES

WITNESS:

FOR ALPINE ESTATES

Partner

BUILDER

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	SPECIFICATIONS				
Item	Deluxe Apartment	Luxury Apartment			
Structure	RCC				
Walls	4"/6" solid cement blocks				
External painting	Exterior emulsion				
Internal painting	Smooth 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 7' dado				
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 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

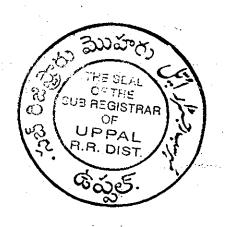
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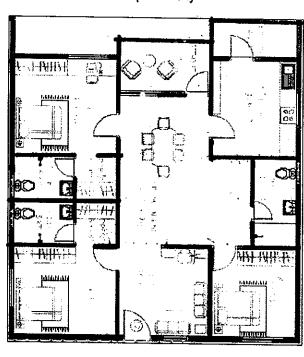
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Partner

BUILDER



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	BEA	RING PERMISES NO. 3-3	-27/1, IN PROJECT KNOWN AS	"MAYFLOWER HEIGHTS"
IN SURVEY N	OS. 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 PARTNERS	
	1. SF	RI RAHUL B. MEHTA, S/O	LATE MR. BHARAT U. MEHTA	
-	2. SF	RI YERRAM VIJAY KUMA	R, S/O. SRI YERRAM SHANKARA	NAH
BUYER:	MR. i	NIRBHAY KUMAR BHATT	T, SON OF LATE SRI OMKANT BI	HATT
REFERENCE: AREA:	77.50	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EXCL:
Total Built-up / Out of U/S of L	Area = 1550 and = Ac. 4	sft. -11 Gts.	•	
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6' wide corridor & Open to sky

For ALPINE ESTATES

Partner

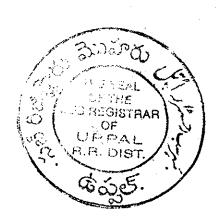
SIG. OF THE BUILDER

WITNESSES:

Flat No. 311 & Open to sky

FOI ALPINE ESTATES

Open to sky



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

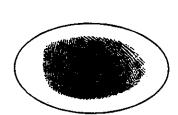
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NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

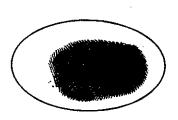
BUILDER:





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, II FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD – 500 003.





BUYER:

MR. NIRBHAY KUMAR BHATT S/O. LATE SRI OMKANT BHATT R/O. S4, C-BLOCK BRINDAVAN APARTMENTS CHIKOTI GARDENS BEGUMPET HYDERABAD - 500 016.

SIGNATURE OF WITNESSES:

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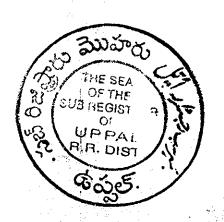
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SIGNATURE OF EXECUTANTS

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DLDAP61 - 93922005 РВАВНА**КАЯ ЯЕ**ОВУ 7 3 64718724 HEGRAA JONETHI HADE BURET.

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