



No. 09/10/2009 100/-  
 State ANDHRA PRADESH

Sold To Anil Kumar

S/o. Dr. N. Srinivasa

for Whom. Modi & Modi Construction

U 501720

A. DINESH

STAMP VENDOR

S.V.L.No. 412097

Shankar Nagar, Pochampally, R. Dist  
 MATKASEPETA

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 30<sup>th</sup> day of October 2009 at Secunderabad 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 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignees, etc).

IN FAVOUR OF

Mr. Gorthi Sai Siva, son of Mr. G. Sri Rama Sastry, aged about 25 years, residing at Near Sai Baba Temple, Dammapeta, Khammam District - 507306, hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

For Alpine Estates

For Alpine Estates

*[Signature]*  
 Partner

*[Signature]*

Partner


*[Signature]*

*Partners of Alpine Estates on 30/10/09*

WHEREAS:

- A. The Vendor is the absolute owner and is possessed of all that land forming a 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, admeasuring Ac. 4-11 Gts., (hereinafter the said land is referred to as "**The SCHEDULE LAND**") having purchased the same by virtue of registered Agreement of Sale cum General Power of Attorney with Possession dated 31.03.2007 bearing document no. 4591/07, duly registered at the office of the Sub-Registrar, Uppal, R.R. District executed in favour of the Vendor by the former owners M/s. Mayflower Heights. The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement.
- B. Originally, the Schedule Land belonged to a partnership firm M/s. Mayflower Heights, having purchased the same by virtue of a registered sale deeds dated 16.09.2006 and 23.09.2006 bearing document nos. 15639/06 & 14056/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R.R. District, executed by its former owners viz., (1) Mrs. M. Geetha, W/o. Mr. N. Krishna Rao and (2) Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, both represented by their General Power of Attorney Holder Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing residential apartments consisting of 3 blocks and certain common amenities named as 'MAYFLOWER HEIGHTS'.
- D. The Vendor has obtained the necessary technical approval from HUDA and Kapra Municipality vide permission no. 14013/P4/Plg/H/2006, dated 23/03/2007.
- E. The Buyer is desirous of purchasing apartment no. 116 on the first floor in block no. 'B' in the proposed residential apartment known as MAYFLOWER HEIGHTS and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment.
- F. The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Mayflower Heights. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- G. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 31,10,000/- (Rupees Thirty One Lakhs Ten Thousand Only) and the Buyer has agreed to purchase the same.
- H. The Buyer has made a provisional booking vide booking form no. 1301 dated 06<sup>th</sup> October 2009 for the above referred apartment and has paid a booking amount of Rs. 25,000/- to the Vendor.
- I. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

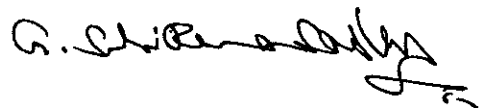
For Alpine Estates

  
Partner

For Alpine Estates



Partner



NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Deluxe Apartment together with proportionate undivided share in land and parking space, as a package, as detailed here below in the residential apartment named as Mayflower Heights, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.


Schedule of Apartment:

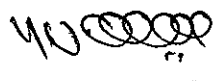
- a) Deluxe Apartment No. 116 on the first floor in block no. 'B' admeasuring 1175 sft of super built up area.
  - b) An undivided share in the Schedule Land to the extent of 58.75 Sq. Yds.
  - c) A reserved parking space for one car on the stilt floor bearing no ~~B-11~~, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 31,10,000/- (Rupees Thirty One Lakhs Ten Thousand only).
  3. That the Buyer has paid an amount of Rs. 2,25,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
  4. The Buyer agrees to pay the balance sale consideration amount of Rs. 28,85,000/- to the Vendor in installments as stated below:

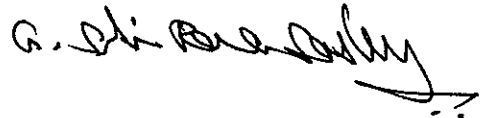
Installment	Amount	Due Date of Payment
Installment I	2,85,000/-	06.10.2009
Installment II	18,00,000/-	21.11.2009
Installment III	3,60,000/-	05.12.2009
Installment IV	2,40,000/-	Balance HL amount to be paid on completion of flooring, bathroom tiles 1 <sup>st</sup> coat of paint, doors etc.,
Installment V	2,00,000/-	06.01.2010

The installments received will be appropriated first towards the consideration for sale of undivided share in land.


5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates, subject to clause 6 given below.
6. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 21 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 4 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.

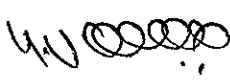
For Alpine Estates  
  
Partner

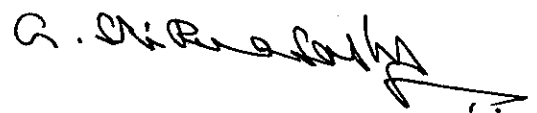
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Partner



7. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date. That in case of delay in payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing to avail a housing loan and the Buyer fails to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be nil provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation the cancellation charges shall be Rs. 25,000/-. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 50,000/-.
8. The non-payment of any installments and/or any amounts due by the Buyer to the Vendor as stipulated under this agreement, shall entitle the Vendor to cancel the agreement 'suo-moto', unilaterally without any recourse to the Buyer and the Vendor need not give any prior notice or intimation to the Buyer of such action of cancellation of the Agreement.
9. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.
10. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The Vendor 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 Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
11. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
12. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
13. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.

For Alpine Estates  
  
Partner

For Alpine Estates  
  
Partner



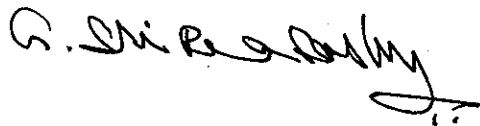
14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
15. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
16. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
17. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.
18. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.
19. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
20. That the residential apartment shall always be called 'Mayflower Heights' and the name thereof shall not be changed.
21. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 6<sup>th</sup> January 2010, with a further grace period of 6 months.
22. That in event of any delay in the completion of the construction of the scheduled apartment and delivery of possession of the said tenement by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., the Vendor shall not be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.

For Alpine Estates

  
Partner

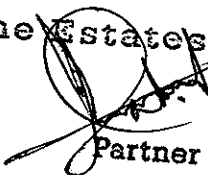
For Alpine Estates


  
Partner

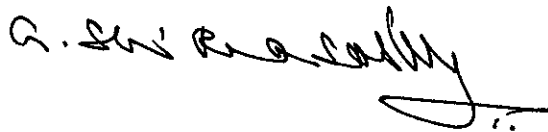




29. That the Buyer shall become a member of the Mayflower Heights Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc. The Buyer shall pay a sum of Rs. 10,000/- & Rs. 15,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.
30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
31. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

For Alpine Estates  
  
Partner

For Alpine Estates  
  
Partner



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

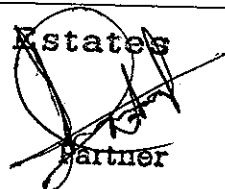
All that portion forming Apartment No. 116 on the first floor in block no. 'B' admeasuring 1175 sft. of super built-up area (i.e., 940 sft. of built-up area & 235 sft. of common area) together with proportionate undivided share of land to the extent of 58.75 sq. yds. and reserved parking space for one car bearing no. B-11, 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 Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Lift & Flat No. 115
South By	Flat No. 117 & Open to sky
East By	Open to sky
West By	Stair Case, Open to sky & 6' wide corridor

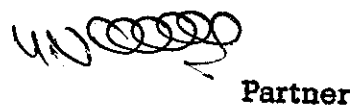
WITNESSES:

- 1.
- 2.

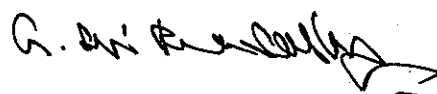
**For Alpine Estates**

  
Partner

**For Alpine Estates**

  
Partner

VENDOR



BUYER

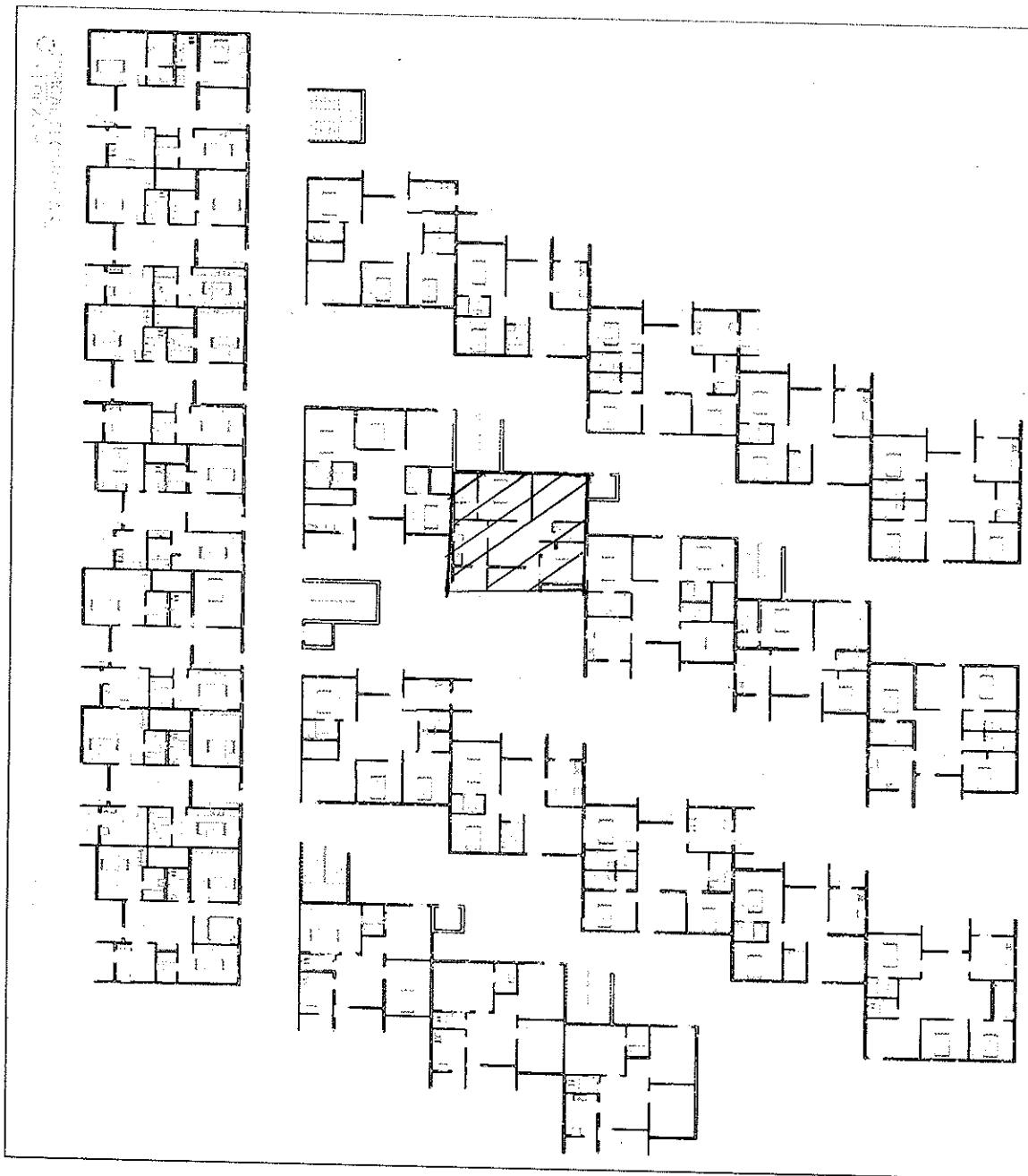


Plan showing Apartment No. 116 on the first floor in block 'B' of 'May Flower Heights' at Premises No. 3-3-27/1, Mallapur, Near Nacharam, Hyderabad - 500 076.

Vendor: M/s. Alpine Estates  
Buyer: Mr. Gorthi Sai Siva  
Flat area: 1175 Sft.  
Undivided share of land: 58.75 Sq.Yds.

**Boundaries :**

North by: Lift & Flat No. 115  
South by: Flat No. 117 & Open to sky  
East by: Open to sky  
West by: Stair Case, Open to sky & 6' wide corridor



WITNESSES:

- 1.
- 2.

For Alpine Estates

Partner

For Alpine Estates

Partner  
VENDOR

BUYER



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

AH 064120

S.No. 1006 2104 no. 10 Rs. 100  
 Sold To Anil  
P.N. Reddy  
 S/o. D/o. Alpine Estates  
 For Whom Alpine Estates

**A. RAGHUNATH**  
 S.V.L.No.15/88, R.No.2/2008  
 Shed No.2-12-85,  
 Marredpally, Secunderabad.

**AGREEMENT FOR CONSTRUCTION**

This Agreement for Construction is made and executed on this the 5<sup>th</sup> day of May 2010 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).

**IN FAVOUR OF**

MR. GORTHI SAI SIVA, SON OF MR. G. SRI RAMA SASTRY, aged about 25 years, Occupation: Service, residing at Near Sai Baba Temple, Dammipeta, Khammam District - 507 306, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

B-116.const.agr.  
**For Alpine Estates For Alpine Estates**

Page 1 of 7

*[Signature]*  
 Partner

*[Signature]*  
 Partner  
 G. Sri Rama Sastry

**WHEREAS:**

- A. The Buyer under a Sale Deed dated 03.08.2009 has purchased a semi-finished, deluxe apartment bearing flat no. 116 on the first floor in block no. 'B' admeasuring 1175 sft. 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:
- Proportionate undivided share of land to the extent of 58.75 sq. yds.
  - A reserved parking for one car on the stilt floor bearing no. B-11 admeasuring 100 sft.
- This Sale Deed is registered as document no. \_\_\_\_\_ 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 flat no. 116 on the first 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.

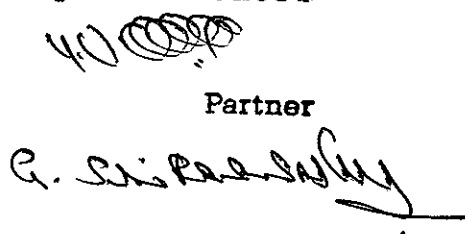
**NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:**

- The Builder shall complete the construction for the Buyer a semi-finished, deluxe apartment bearing flat no.116 on the first floor in block no. 'B' admeasuring 1175 sft. of super built up area and undivided share of land to the extent of 58.75 sq. yds., and a reserved parking space for one car on the stilt floor bearing no. B-11, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a amount of Rs. 9,10,000/- (Rupees Nine Lakhs Ten Thousand Only).
- The Buyer already paid an amount of Rs. 5,65,000/-(Rupees Five Lakhs Sixty Five Thousand Only) before entering this agreement which is acknowledges by the builder.

For Alpine Estates

  
Partner

For Alpine Estates

  
Partner

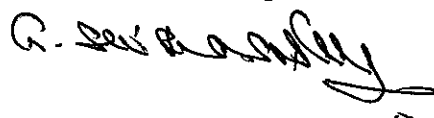
3. The Buyer shall pay the balance amount of Rs. 3,45,000/-(Rupees Three Lakhs Forty Five Thousand Only) on or before 6<sup>th</sup> January 2010:
4. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause below, the entire balance outstanding 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 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 flat no. 116 on the first 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 25<sup>th</sup> May 2010 with a further 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.

For Alpine Estates

  
Partner

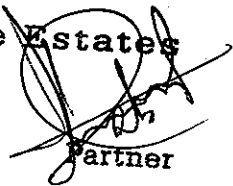
For Alpine Estates

  
Partner



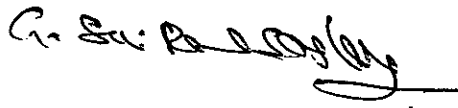
10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she 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.

For Alpine Estates

  
Partner


For Alpine Estates

  
Partner



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.
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. 12,100/- is paid by way of challan no. \_\_\_\_\_, dated \_\_\_\_\_, drawn on State Bank of Hyderabad, Habsiguda Branch, R. R. District and an amount of Rs.11,100/- paid by the way of pay order No. \_\_\_\_\_ dated \_\_\_\_\_, HDFC Bank, S. D. Road, Secunderabad.

For Alpine Estates

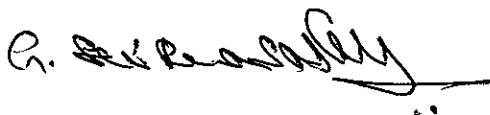


Partner

For Alpine Estates



Partner



SCHEDULE 'A'

SCHEDULE OF LAND

ALL THAT PIECE OF LAND admeasuring Ac. 4-11 Gts., forming part of Sy. Nos. 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. 116 on the first floor, in block no. 'B', admeasuring 1175 sft. of super built up area together with proportionate undivided share of land to the extent of 58.75 sq. yds., reserved parking space for one car bearing no. B-31, 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 Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:


North By	Lift, Open to Sky & Flat No. 215
South By	Flat No. 217 & Open to Sky
East By	Open to Sky
West By	Staircase, Open to Sky & 6' wide corridor


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:

WITNESS:

1.

2.

For Alpine Estates  
  
Partner

For Alpine Estates  
  
BUILDER Partner

  
BUYER

**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	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	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:

WITNESS:

1.

2.

B-116.const.agr.

For Alpine Estates

Partner

For Alpine Estates

BUILDER Partner

G. S. R. [Signature]

BUYER.



**REGISTRATION PLAN SHOWING**

FLAT NO. 116 IN BLOCK NO. 'B' ON FIRST FLOOR

BEARING PERMISES NO. 3-3-27/1, IN PROJECT KNOWN AS "MAYFLOWER HEIGHTS"

**IN SURVEY NOS.**

1/1, 2/1/1 &amp; 191

**SITUATED AT**

MALLAPUR VILLAGE,

UPPAL

**MANDAL, R.R. DIST.****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. Y. SHANKARAI AH

**BUYER:**

MR. GORTHI SAI SIVA, SON OF MR. G. SRI RAMA SASTRY

**REFERENCE:****AREA:**

58.75

**SCALE:**

SQ. YDS. OR

**INCL:**

SQ. MTRS.

**EXCL:**

Total Built-up Area = 1175 Sft.

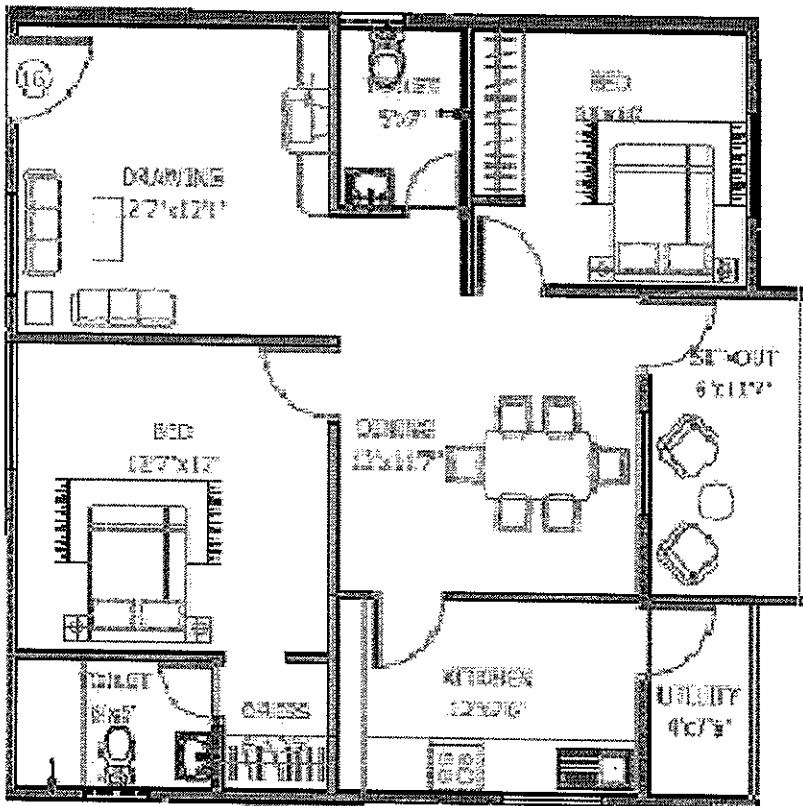
Out of U/S of Land = Ac. 4-11 Gts.

N



Lift, Flat No. 115 &amp; Open to Sky

6' wide corridor, Staircase &amp; Open to Sky



Open to Sky

Flat No. 117 &amp; Open to Sky

For Alpine Estates

*[Signature]*  
Partner

For Alpine Estates

*[Signature]*

Partner

SIG. OF THE BUILDER

*[Signature]*

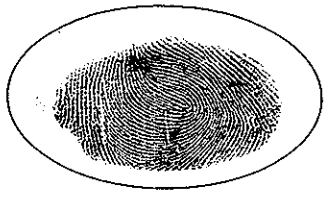
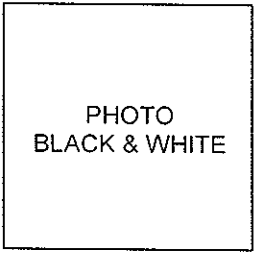

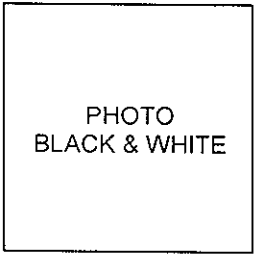
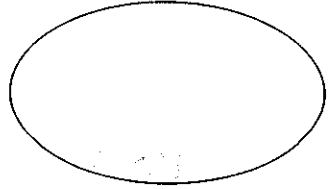
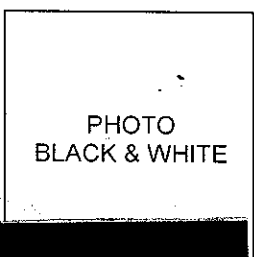
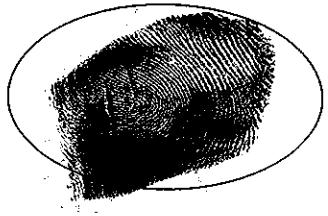

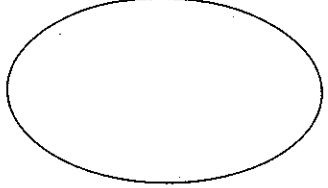
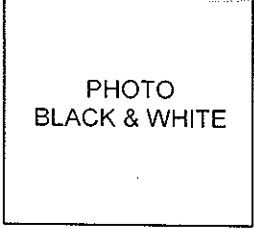
SIGN. OF THE BUYER

**WITNESSES:**

1.

2.

**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
		 PHOTO BLACK & WHITE	<p><b>BUILDER:</b></p> <p><b>M/S. ALPINE ESATES</b> A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 &amp; 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD – 500 003. REPRESENTED BY ITS PARTNERS</p> <p>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.</p> <p>2. SRI. YERRAM VIJAY KUMAR S/O. SRI YERRAM SHANKARAI AH R/O. PLOT NO. 14 &amp; 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD.</p> <p><u>SPA FOR PRESENTING DOCUMENTS</u> <u>VIDE DOC. NO. 1/2007 Dt: 11/01/2007.</u></p> <p>SRI. K. PRABHAKAR REDDY S/O. SRI. K. PADMA REDDY (O). 5-4-187/3 &amp; 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.</p> <p><b>BUYER:</b></p> <p>MR. GORTHI SAI SIVA, S/O. MR. G. SRI RAMA SASTRY, R/O. NEAR SAI BABA TEMPLE, DAMMAPETA, KHAMMAM DISTRICT - 507306.</p> <p><b>REPRESENTATIVE:</b></p> <p>MR. G. SRI RAMA SASTRY, S/O. MR. G. SUBBA RAYUDU R/O. NEAR SAI BABA TEMPLE, DAMMAPETA, KHAMMAM DISTRICT - 507306.</p>
		 PHOTO BLACK & WHITE	
		 PHOTO BLACK & WHITE	
			
		 PHOTO BLACK & WHITE	

SIGNATURE OF WITNESSES:

- 1.
- 2.

~~For Alpine Estates~~      ~~For Alpine Estates~~  
        
 Partner      Partner  
 SIGNATURE OF EXECUTANTS

I stand herewith my photograph and finger prints in the form prescribed, through my representative, Mr. G. Sri Rama Sastry, as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga Reddy District.

  
SIGNATURE OF THE REPRESENTATIVE

  
SIGNATURE OF BUYER

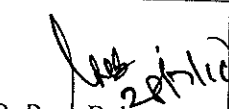
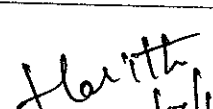
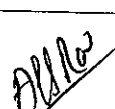
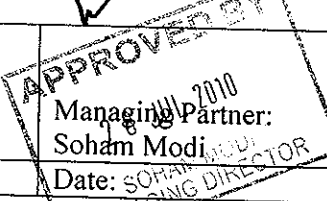
**Authorization form for handing over the possession of Flat in 'Mayflower Heights'**

Flat No.	B. 116.
Name of Buyer	GORINI. SAISIVA.

A.	Total sale consideration.	3110000 :
B.	Less: Discount for early payments.	58750 : (on time discount)
C.	Add: Reg. Charges	55100 :
D.	Add: VAT & Service Tax.	136840 : (311000 + 105740)
E.	Add: Extra Specs Charges (revised)	-
F.	Add: Misc. Charges	6002 :
G.	Less: Amount paid	3267610 :
H.	Balance amount Due	1582 : 1642 / -
I.	Interest Amount	159100 / -
J.	Refund if any	
Remarks: - Service tax @ 3.4% calculated on sale consideration i.e: Rs. 105740/- is kept as F.V in bank. - Corpus fund Rs. 10000/- to be collected - M. charges + M. fee Rs. 7100/- to be collected		
K.	Interest Amount to be charged	

Check List		Yes / No
1.	Buyer has been informed that Maintenance Charges are due from date of completion & not occupation.	
2.	Buyer has signed the Association Membership Form.	
3.	No Due Certificate signed	
4.	6 PDC for Maintenance Charges collected	
5.	Corpus fund ( amount Rs. _____ ) collected	

Authorized by:

 G. B. Ram Babu	 Accounts: Samba Siva Rao	 Samba Siva Rao	 <p>APPROVED BY Managing Partner: Soham Modi Date: 28/7/10 MANAGING DIRECTOR</p>
Date: 28/7/10	Date: 28/7/10	Date: 28/7/10	

Rs. 50/- on time discount Subject M.D. S's approval Rs. 50 x 1175 = 58,750/-

# ALPINE ESTATES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

## LETTER OF POSSESSION

Date: 28.07.2010

To,

Mr. Gorthi Sai Siva  
Near Sai Baba Temple,  
Dammameta,  
Khammam District - 507306

Sub: Letter of Possession for Flat No. 116 in block no. 'B' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076.

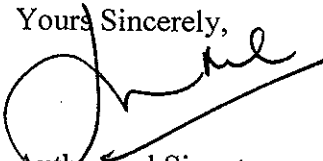
Dear Sir / Madam,

We hereby hand over possession of the above mentioned flat to you as per the terms and conditions of our sale deed / agreement.

You shall become a member of 'Mayflower Heights Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,



Authorised Signatory.  
(SOHAM MODI)

TO TURN OFF REPORT, PRESS 'MENU',  
OR SELECT OFF BY USING '+', OR  
START TIME  
JUL 29 04: 54 PM '10  
COPYIES

# ALPINE ESTATES

5-4-187/3&4, II Floor, M. G. Road, Secunderabad – 500 003.  
Phone: 66335551

## NO DUE CERTIFICATE

To,

Date: 28.07.2010

Mr. Gorthi Sai Siva  
Near Sai Baba Temple,  
Dammameta,  
Khammam District - 507306

Dear Sir / Madam,

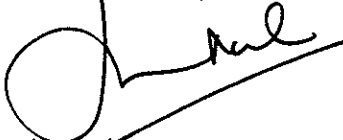
This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No. 116 in block no'.B' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad -500 076.

We further confirm that no excess amount has been paid by you to us and as on date all accounts are deemed to have been settled and there is no claim against each other with respect to the amounts paid for the sale of flat.

Please sign a copy of this letter as your confirmation of the above.

Thank You.

Yours sincerely,



Authorised Signatory.  
(SOHAM MODI)

Accepted & confirmed:

Signature: G. S@Siva

Name: SAI SIVA GORTHI

MEMBERSHIP ENROLMENT FORM

Date: 28.07.2010

To,  
The President,  
Mayflower Heights Owner's Association,  
Premises No. 3-3-27/1,  
Mallapur,  
Hyderabad.

Dear Sir,

I am the owner of Flat No. 116 in block no.'B' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076. I request you to enroll me as a member of the 'Mayflower Heights Owners Association'.

I have paid an amount of Rs. 50/- towards membership enrollment fees.

I hereby declare that I have gone through and understood the Bye-laws of the Association and shall abide by the same. I further declare that I have read and understood the exclusion clause (32) mentioned in the bye laws and have no objections on the same.

I undertake to make a declaration, giving details of the proposed occupier of my flat, in case my flat is being given for occupation to a third party under lease / license or by other understandings, as per prescribed format. I shall obtain an NOC from the Association before giving occupation to a third party.

Thank You.

Yours faithfully,

Signature: G. S@Siva

Name: Mr. Gorthi Sai Siva

Address for correspondence:

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Enclosed: Copy of ownership documents.

For Office Use Only

Receipt no. & date: \_\_\_\_\_

Sale Deed doc. no. & date: \_\_\_\_\_