



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

S.No. 6564 Date 23/12/2010 Rs. 10

Sold to Satish

S/o. of Shankar

For Whom Alpine Estates

T 809770

K. SATISH KUMAR
SVL.No.13/2000 R.No.16/2009
5-2-30, Premavathipet (V),
Rajandranagar (M), R.R. Dist.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 12th day of January 2011 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 "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).


AND

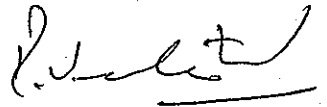
M/s. MUTHOOT FINANCE LTD, having its Head Office at Muthoot Chambers, Opp: Saritha Theatre Complex, Banerji Road, Ernakulam - 682 018, Kerala, India, represented by its Zonal Manager, Mr. R. Venkateswaran, son of Shri. P. Ramaswamy, aged about 60 years, Occupation: Service, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Alpine Estates


Partner

For Alpine Estates


Partner



WHEREAS:

- A. The Buyer under a Sale Deed dated 12.01.2011 has purchased a semi-finished, deluxe apartment bearing flat no. 306, on third floor in block no. 'C' admeasuring 1625sft. (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:
- Proportionate undivided share of land to the extent of 81.25sq. yds.
 - A reserved parking for one car on the stilt floor admeasuring 100 sft.

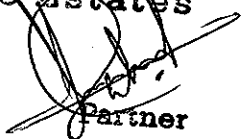
This Sale Deed is registered as document no. 55/2011 in the office of the Sub-Registrar, Kapra, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed 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. 306 on third floor in block no. 'C' 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:

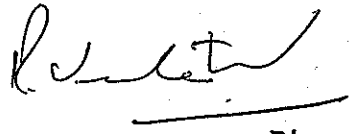
- The Builder shall complete the construction for the Buyer a deluxe apartment bearing flat no. 306 on third floor in block no. 'C', admeasuring 1625 sft. of super built up area (i.e., 1300 sft. of built-up area & 325 sft. of common area) and undivided share of land to the extent of 81.25 sq. yds., and a reserved parking space for one car on the stilt floor admeasuring about 100 sft. as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 2,00,000/- (Rupees Two Lakhs Only).
- The Buyer shall pay the Builder the above said amount of Rs. 2,00,000/- (Rupees Two Lakhs Only) on or before 28.02.2011/ on handing over the possession of the flat after completion of the works.

For Alpine Estates


Partner

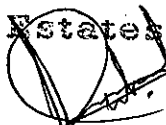
For Alpine Estates


Partner


Partner

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 flat no. 306 on third floor in block no. 'C' 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 28.01.2011, 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.

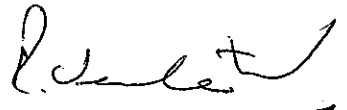
For Alpine Estates


Partner


For Alpine Estates





Partner


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.
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.

For Alpine Estates

Partner

For Alpine Estates

Partner



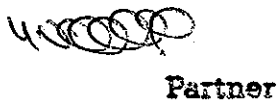
18. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to 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.

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. 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. 306 on third floor in block no. 'C' admeasuring 1625 sft. 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 one car admeasuring about 100 sft. in the residential apartment named as "Mayflower Heights", forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Old Village, Mallapur, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North by	Flat No. 305
South by	Open to Sky
East by	Open to Sky
West by	Open to Sky & 6' wide corridor

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

WITNESSES:

1.

2.

For Alpine Estates

For Alpine Estates


Partner



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:

WITNESSES:

1.

For Alpine Estates


Partner

For Alpine Estates



BUILDER Partner

2.


BUYER

REGISTRATION PLAN SHOWING

FLAT NO. 306 IN BLOCK NO. 'C' ON THIRD FLOOR

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

IN SURVEY NOS. 1/1, 2/1/1 & 191

SITUATED AT

MALLAPUR VILLAGE, UPPAL

MANDAL, R. R. DIST.

BUILDER M/S. ALPINE ESTATES REPRESENTED BY ITS PARTNERS

1. SRI RAHUL B. MEHTA, S/O. LATE BHARAT U. MEHTA

2. SRI YERRAM VIJAY KUMAR, S/O. SHRI YERRAM SHANKARAI AH

BUYER: M/S. MUTHOOT FINANCE LTD, REPRESENTED BY ITS ZONAL MANAGER

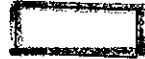
MR. R. VENKATESWARAN, SON OF SHRI. P. RAMASWAMY

REFERENCE:
AREA:

81.25

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

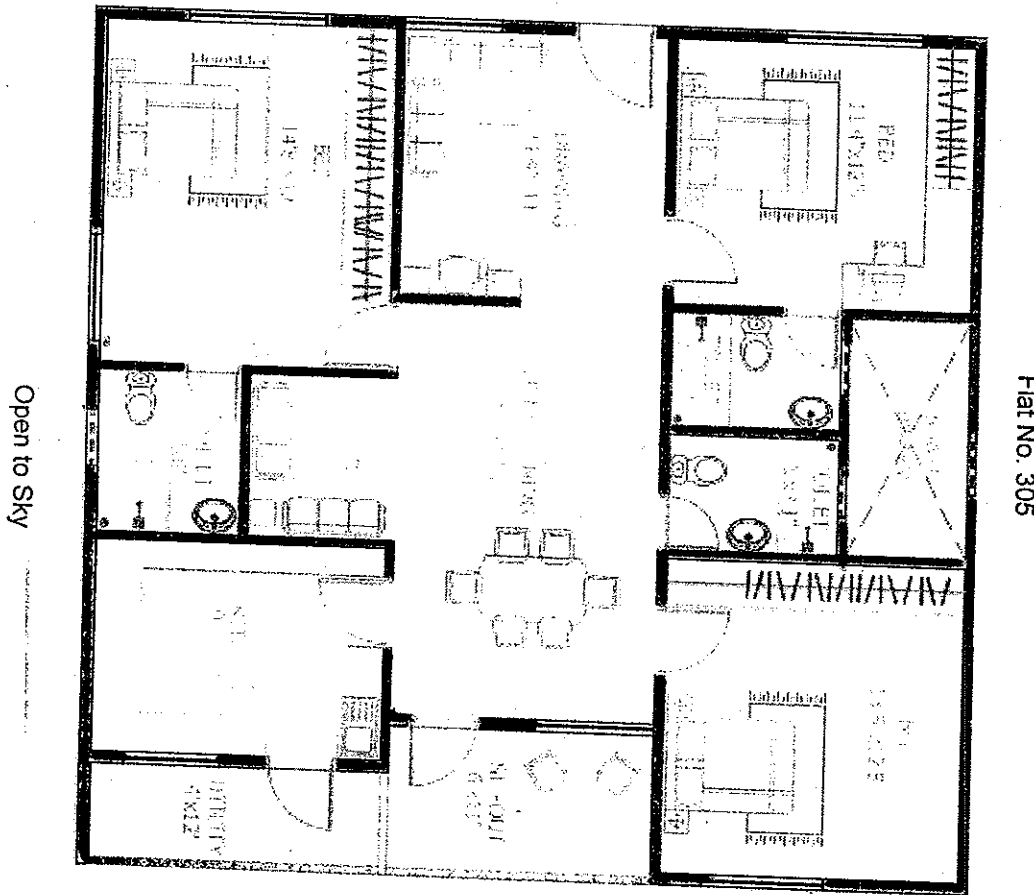


EXCL:



Total Built-up Area = 1625 sft.
Out of U/S of Land = Ac. 4-11 Gts.

Open to Sky & 6' wide corridor



Open to Sky

For Alpine Estates For Alpine Estates

WITNESSES:

- 1.
- 2.

[Signature]
Partner

[Signature]
Partner

SIG. OF THE BUILDER

[Signature]
SIG. OF THE BUYER



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

(Signature) T 643264

K. SATISH KUMAR
 SVL.No.13/2000 R.No.16/2009
 S-2-30, Premavathipet (V),
 Rajendranagar (M), R.R. Dist.

S.No. 8506 Date 07/12/2010 Rs. 100
 Sold to Satish
 S/o. Shankar
 For Whom Alpine Estates

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 16th day of December 2010 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

M/S. MUTHOOT FINANCE, having its Zonal Office at 3-6-2/1/1, 2nd floor, Grand Pas Royal Mansion, Himayatnagar, Hyderabad - 500 029, represented by its Zonal Manager, Mr. R. Venkateshwaran, son of Late Shri. P. Ramaswamy,, 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 MUTHOOT FINANCE LTD.
(Signature)
 Zonal Manager
 Andhra Pradesh Zone

(Signature)

(Signature)

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. 306 on the third floor in block no. 'C' 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. 39,25,000/- (Rupees Thirty Nine Lakhs Twenty Five Thousand Only) and the Buyer has agreed to purchase the same.
- H. The Buyer has made a provisional booking vide booking form no. 1329 dated 15.12.2010 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 MUTHOOT FINANCE LTD.

Zonal Manager
Andhra Pradesh Zone

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. 306 on the third floor in block no. 'C' admeasuring 1425 sft of super built up area.
 - b) An undivided share in the Schedule Land to the extent of 81.25 Sq. Yds.
 - c) A reserved parking space for one car on the stilt floor admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 39,25,000/- (Rupees Thirty Nine Lakhs Twenty Five Thousand only).
 3. That the Buyer has paid an amount of Rs. 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. 39,00,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	2,00,000/-	22.12.2010
Installment II	35,00,000/-	31.12.2010
Installment III	2,00,000/-	On completion

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 MUTHOOT FINANCE LTD.

Zonal Manager
Andhra Pradesh Zone

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 MUTHOOT FINANCE LTD.

Zonal Manager
Andhra Pradesh Zone

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 5th January 2011, 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 MUTHOOT FINANCE LTD.

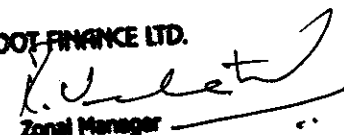

Zonal Manager
Andhra Pradesh Zone





23. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
24. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
25. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Mayflower Heights Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
26. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building.
27. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, whichever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
28. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.

For MUTHOOT FINANCE LTD.

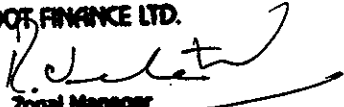

Zonal Manager
Andhra Pradesh Zone





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 MUTHOOT FINANCE LTD.


Zonal Manager
Andhra Pradesh Zone





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)

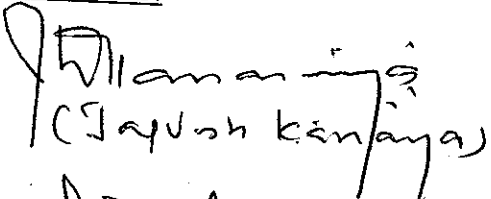
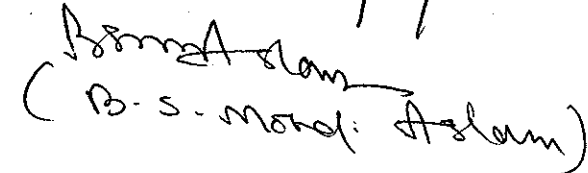
SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming Apartment No. 306 on the third floor in block no. 'C' admeasuring 1625 sft. 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 reserved parking space for one car, 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:

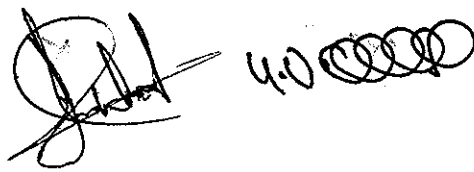
North By	Flat No.305
South By	Open to sky
East By	Open to sky
West By	Open to sky and 6' wide corridor

WITNESSES:

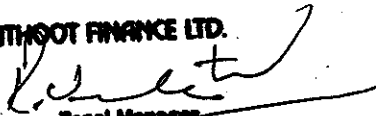
1. 
(Jayash Kanjaya)
2. 
(B.S. Mohd. Aslam)

VENDOR

BUYER



For MUTHOOT FINANCE LTD.


Zonal Manager
Andhra Pradesh Zone

SCHEDULE 'C'

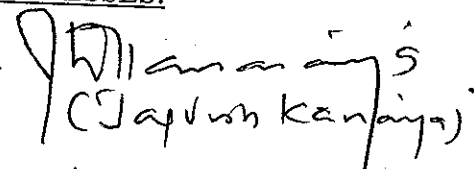
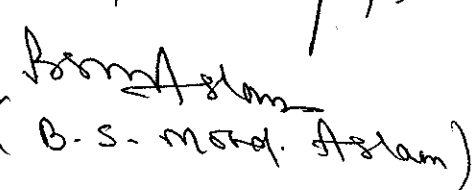
SPECIFICATIONS		
Item	Deluxe Apartment	Luxury Apartment
Structure	RCC	
Walls	4"6" solid cement blocks	
External painting	Exterior emulsion	
Internal painting	Smooth finish with OBD	
Flooring	Vitrified tiles	Marble slabs
Door frames	Wood (non-teak)	
Doors & hardware	Panel doors with branded hardware	
Electrical	Copper wiring with modular switches	
Windows	Aluminum sliding windows with grills	
Bathroom	Designer ceramic tiles with 7" dado	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.


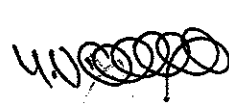
IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:


1. 
(Jayashankar)
2. 
(B.S. Mondal)

VENDOR

BUYER

For MUTHOOT FINANCE LTD.


Zonal Manager
Andhra Pradesh Zone

Plan showing Apartment No. 306 on the third floor in block 'C' of 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Near Nacharam, Hyderabad - 500 076.

Vendor:

Buyer:

Flat area:

Undivided share of land:

M/s. Alpine Estates

Ms. Muthoot Finance represented by

Mr. R. Venkateswaran

1625 Sft.

81.25 Sq. Yds.

Boundaries :

North by:

South by:

East by:

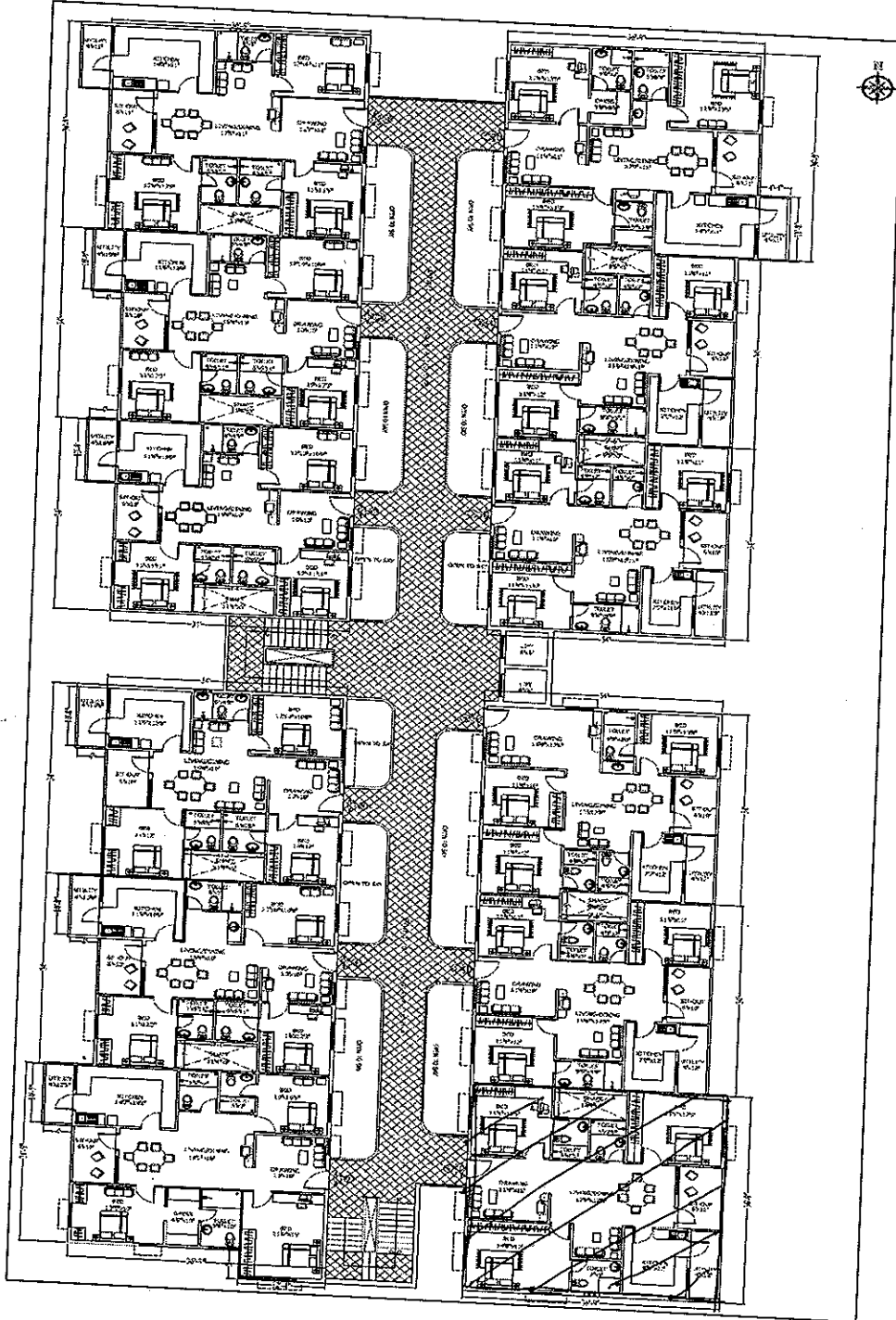
West by:

Flat No.305

Open to sky

Open to sky

Open to sky and 6' wide corridor



WITNESSES:

1. *[Signature]*
(S. Jayanarayana)

2. *[Signature]*

C. B. S. M. A. *[Signature]*

[Signature]

VENDOR

For MUTHOOT FINANCE LTD.

BUYER

[Signature]
Zonal Manager

Andhra Pradesh Zone

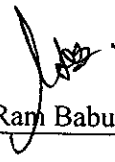
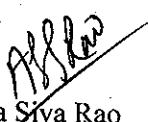

Authorization form for handing over the possession of Flat in 'Mayflower Heights'

Flat No.	C - 306
Name of Buyer	M/S. Muthoot Finance

A.	Total sale consideration.	39,25,000 /-
B.	Less: Discount for early payments.	-
C.	Add: Reg. Charges	2,79,375 /-
D.	Add: VAT & Service Tax.	39,250 /-
E.	Add: Extra Specs Charges (revised)	-
F.	Add: Misc. Charges	4,500 /-
G.	Less: Amount paid	40,48,125 /-
H.	Balance amount Due	2,00,000 /-
I.	Interest Amount	Not Calculated
J.	Refund if any	-
Remarks: 1) S.T. Not applicable 2) Corpus fund to be collected 3) Maintenance & M. Fee to be collected, Collect Maint charges from 1/3/11.		
K.	Interest Amount to be charged	Nil

	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	 Managing Partner: Soham Modi
Date:	Date:	Date: 11/2/11	Date: 17/2/11

ALPINE ESTATES

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

LETTER OF POSSESSION

To,

Date: 17.2.11

M/s. Muthoot Finance Ltd.,
R/o. Muthoot Chambers,
Opp: Saritha Theatre Complex,
Banerji Road,
Ernakulam - 682018,
Kerala, India.

Sub: Letter of Possession for Flat No. 306 in block no. 'C' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076.

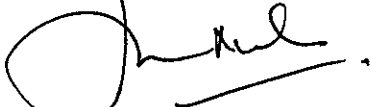
Dear Sir / Madam,

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)

For MUTHOOT FINANCE LTD.


R. VENKATESWARAN,
Zonal Manager, A.P. Zone

17/2/11

ALPINE ESTATES

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

NO DUE CERTIFICATE

To,

Date: 17.2.11

M/s. Muthoot Finance Ltd.,
R/o. Muthoot Chambers,
Opp: Saritha Theatre Complex,
Banerji Road,
Ernakulam - 682018,
Kerala, India.
Dear Sir / Madam,

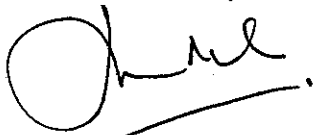
This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of Flat No.306 in block no. "C" in our project known as 'Mayflower Heights' at Premises 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)

For MUTHOOT FINANCE LTD.


R. VENKATESWARAN,
Zonal Manager, A.P. Zone

Accepted & confirmed: 17/2/11

Signature:

Name: M/s. Muthoot Finance Ltd.,



MUTHOOT FINANCE LIMITED

A.P. ZONE

ZO: HYDERABAD

Date: 17.02.2011

TO

May Flower Heights Owners Association
May Flower Heights Apartments
Mallapur,
Hyderabad

Sub: Purchase of 6 flats in Mayflower Heights.

With the reference to the above we enclose herewith a cheque for an amount of Rs 60,000/- towards the Corpus fund in respect of 4 flats C-304, C-305, C-306 and C-309.

Yours faithfully,

(R.Venkateswaran)

ZONAL MANAGER
AP ZONE

Ph. No: 040-23229202 Off: 040-23229205 Mob: 9390672800, 9502502456.



MODI
HOUSING
PRIVATE LIMITED

Off: 5-4-187/3&4, III floor,
M G Road, Secunderabad - 500 003.
Phone : 55335551
Fax : 040-27544058
E-mail : info@modiproperties.com
Visit us at : www.modiproperties.com

To,
Mr. Venkateswaran,
Zonal Manager,
Muthoot Finance Ltd.,
Zonal Office – A.P. Zone,
#3-6-2/1/1, 2nd Floor, Grandpas Roral Mansion,
Himayat Nagar, Hyderabad. -029.

Date: 06.12.2010

Dear Sir,

Further to the discussion we had with you in presence of Capt. Joseph and Mr. Aslam regarding purchase of flats at Mayflower Heights, we hereby confirm the following:

1. Details of flats to be purchased: Flat Nos. C 304, C 305, C 306, C 307, C 308 & C 309 having a super built-up area of 1,375 sft, 1,400 sft, 1,625 sft, 1,600 sft, 1,425 sft and 1,425 sft.
2. Sale consideration shall be a lumpsum of Rs. 215 Lakhs inclusive of amenities, water and electricity and car parking charges. VAT, stamp duty, registration charges and corpus fund shall be extra.
3. Payment terms:
Rs. 1,50,000/- immediately.
Rs. 12,00,000/- within 7 days.
Rs. 1,85,50,000/- within 15 to 20 days of booking.
Rs. 12,00,000/- on completion.
4. These flats have been sold to third parties and Modi Housing undertakes to ensure that these flats are resold by the said purchasers to Muthoot Finance Limited or its nominees on receipt of the above referred amounts.
5. The booking amount or token advance of Rs. 1,50,000/- as confirmation of the above terms shall be made in favour of Modi Housing Private Limited. The balance amount mentioned above shall be paid to the individual owners on advice of Modi Housing.

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

Thank You.

Yours sincerely,

Soham Modi
Managing Director.

Accepted the above terms and conditions

Signature:

Name:

Capt. (Retd.) V.R. Joseph (MF1084)
REGIONAL MANAGER
Secunderabad Region

Alpine Estates
 # 5-4-187/3 & 4, II Floor,
 Soham Mansion, M.G. Road,
 Secunderabad - 500 003.

C-306 Muthoot Finance
 Ledger Account

1-Apr-2010 to 11-Feb-2011

Date	Particulars	Cheque No	Vch Type	Vch No.	Narration	Debit	Page 1 Credit
18-12-2010	By HDFC Bank	543463	Bank Receipt	BR11	Ch. No. :543463, Being ch received from C-306, Rt.No. 3096		2,25,000.00
8-1-2011	To HDFC Bank	124675	Bank Payment	BP137	Ch. No. :124675, Being ch issued to CTO/Keesara towards VAT for C-306	39,250.00	
12-1-2011	By HDFC Bank	543493	Bank Receipt	BR11	Ch. No. :543493, Being ch received from C-306, Rt.No. 2682		3,23,125.00
13-1-2011	By HDFC Bank	543492	Bank Receipt	BR11	Ch. No. :543492, Being ch received from C-306, Rt.No. 2683		35,00,000.00
1-2-2011	To Prabhakar Reddy Petty Cash on A/c		Journal	JV11	Being C-306 Muthoot Finance is Dr & Cr Prabhakar Reddy on A/c towards registration charges for C-306	2,79,375.00	
	To Cash		Cash Payment	CP14	Being cash paid to SRO Kapra towards misc exp.	2,000.00	
	To Cash		Cash Payment	CP15	Being cash paid to SRO Kapra towards doc expenses	2,000.00	
	To Cash		Cash Payment	CP16	Being cash paid to SRO EC Kapra towards EC expenses	200.00	
11-2-2011	To Sales		Journal	JV17	Being sales declared		39,25,000.00
	To Legal Expenses		Journal	JV18	Being amount debited towards stamp papers for reg. & electricity meter transfers		300.00
	By Closing Balance						42,48,125.00
							40,48,125.00
							2,00,000.00
							42,48,125.00

[Handwritten Signature]
 11/2/11