

ಅಂದ್ರಕ್ಷದೆ इ आन्ध प्रदेश ANDHRA PRADESH

P 366269

Purchased By:

1. MARABH
STO.T.V. RRO

Por Whom:

ALPINE ESTATES

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 5 day of November 2008 at Secunderabad by and between:

M/s. ALPINE ESTATES, a registered partnership firm having its office at 5-4-187/3&4, Hilloor, Soham Mansion, M.G. Road, Secunderabad - 500 003, represented by its Partners/duly authorized representatives Mr. Rahul B. Mehta, S/o. Late Mr. Bharat Mehta, aged about 27 years, Occupation: Business and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years, Occupation: Business, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

AND

1. MR. HYMAVATHI RAMA RAO, WIFE OF MR. A. V. RAMA RAO, aged about 66 years,

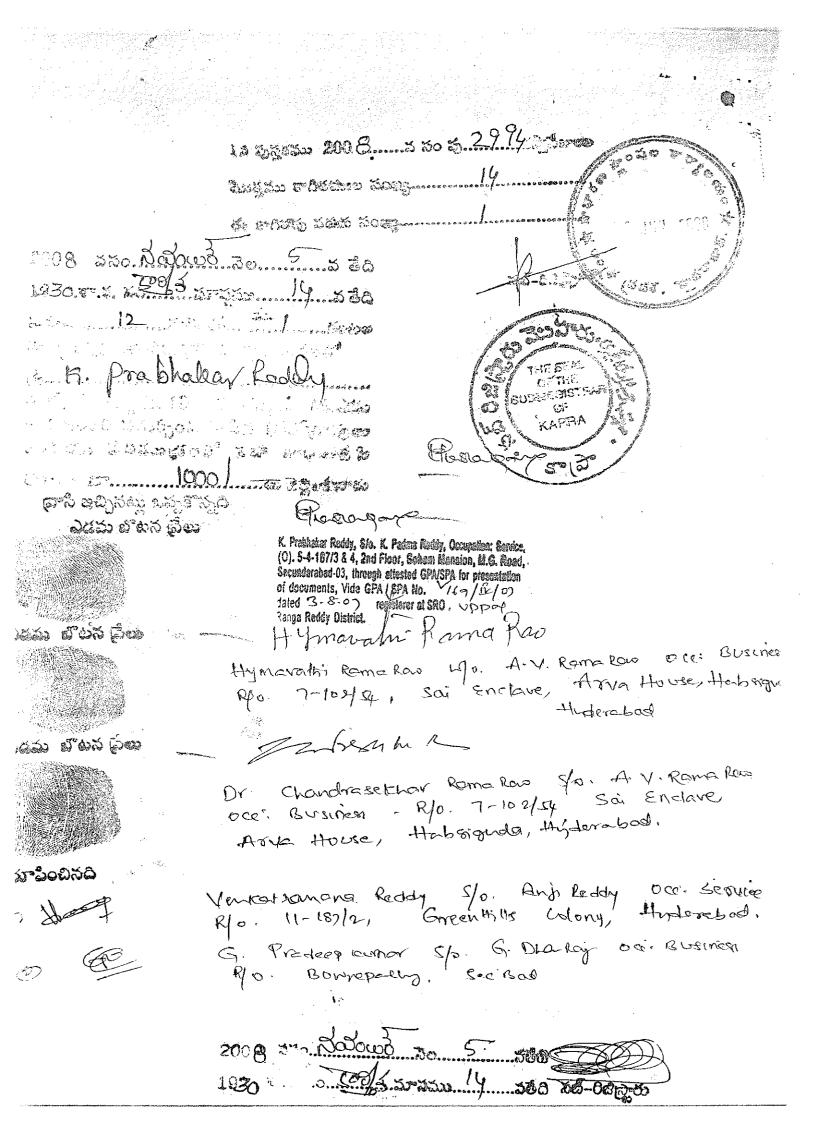
2. DR. CHANDRASEKHAR RAMA RAO, SON OF DR. A. V. RAMA RAO, aged about years, both residing at 7-102/54, Sai Enclave, Avra House, Habsiguda, Hyderabad - 500 007, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For ALPINE ESTATES

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WHEREAS:

- A. The Buyer under a Sale Deed dated 65 11 c8 has purchased a semi-finished, Deluxe apartment bearing no. 216, on the second floor in block no. 'A' admeasuring 1425 sft. (i.e., 1140 sft. of built-up area & 285 sft. of common area) of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District
 - a. Proportionate undivided share of land to the extent of 71.25 sq. yds.
 - b. A reserved parking for One Car bearing no. A-38 admeasuring 100 sft.

This Sale Deed is registered as document no. 2993/08 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. & 1.
- C. The Buyer as stated above had already purchased the semi-finished Deluxe apartment bearing no. 216 on the second floor in block no. 'A' and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
- D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a Deluxe apartment bearing no. 216 on the second floor in block no. 'A', admeasuring 1425 sft. of super built up area (i.e., 1140 sft. of built-up area & 285 sft. of common area) and undivided share of land to the extent of 71.25 sq. yds. A reserved parking space for one car on the stilt floor bearing no. 38, admeasuring about 100 sft. respectively as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 24,23,000/- (Rupees Twenty Four Lakhs Twenty Three Thousand only).
- 2. The Buyer has already paid amount of Rs. 2,55,000/- (Rupees Two Lakhs Fifty Five Thousand Only) before entering to this agreement and the Builder admit and acknowledge the receipt for the above said amount.
- 3. The Buyer shall pay to the Builder the balance consideration of Rs. 21,68,000/-(Rupees Twenty One Lakhs Sixty Eight Thousand Only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	10,48,000/-	20.03.2008
Ιİ	4,20,000/-	20.04.2008
III	7,00,000/-	01.07.2009

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- 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 Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 5. 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 Imonth from the due date.
- 6. 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.
- 7. The Buyer has handed over the vacant and peaceful possession of the semi-finished Deluxe apartment bearing no. 216 on the second floor in block no. 'A' to the Builder for the purposes of completion of construction of the apartment.
- 8. 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.
- 9. 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.
- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 01st July 2009 with a further grace period of 6 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.

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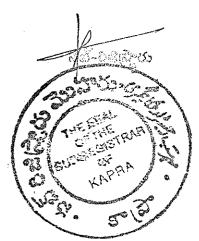
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FOR ALPINE ESTATES

Partner

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- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.

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Partner Hymanahir Rama Par

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- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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.
- 24. Stamp duty and Registration amount of Rs. <u>\$5,230</u>/- is paid by way of challan no. <u>\$5-651</u>, dated <u>\$5.11.08</u>, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. <u>\$4,230</u>/- paid by the way of pay order No. <u>194872</u> dated <u>4-11.08</u>, HDFC Bank, S. D. Road, Secunderabad.

For ALPINE ESTATE

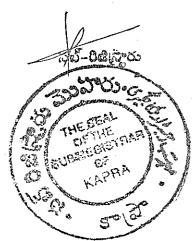
For ALPINE ESTATES

Partner

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SCHEDULE A'

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:

	<u> </u>	
North By	Sy. No. 2/1/2 (road)	
South By	Village	
East By	Village	
West By	Sy. No. 2/1/1(part), Sy. No. 189	, Sy. No. 190 & Sy. No. 191(part)

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished deluxe Apartment No. 216 on the second floor in block no. 'A' admeasuring 1425 sft. of of super built-up area (i.e., 1140 sft. of built-up area & 285 sft. of common area) together with proportionate undivided share of land to the extent of 71.25 sq. yds., reserved parking space for one car bearing no. A-38, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Old Village Mallapur, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

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

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

FOR ALPINE ESTATE

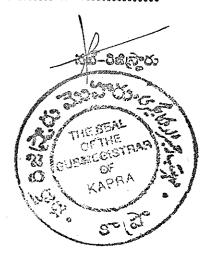
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SCHEDULE 'C'

SPECIFICATIONS				
Item	Deluxe Apartment	Luxury Apartment		
Structure		RCC		
Walls	4"/6"	solid cement blocks		
External painting	. Exterior emulsion			
Internal painting	ς Smoo	nooth finish with OBD		
Flooring	Vitrified tiles	Marble slabs		
Door frames	V	Vood (non-teak)		
Doors & hardware	Panel door	s with branded hardware		
Electrical	Copper wir	ing with modular switches		
Windows	Aluminum s	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	, G	I & PVC pipes		
Lofts	Lofts in e	ach bedroom & kitchen		

Note:

- 1. Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
- 2. Change of colour or fixing of grills & gates to the main door / balcony shall not be permitted.
- 3. Changes in walls, door positions or other structural changes shall not be permitted.
- 4. Only select alterations shall be permitted at extra cost.
- 5. Specifications / plans subject to change without prior notice.

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

For ALPINE ESTATES

WITNESS:

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For ALPINE ESTATES

DILLI DEPartner

Hymarahi Rima Rio

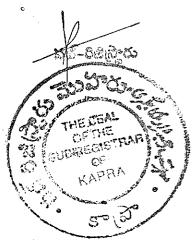
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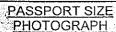
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BUILDER:	M/S. ALPINE ESTATES REPRESENT		
	1, SRI RAHUL B. MEHTA, S/O. LATE		H
	2. SRI YERRAM VIJAY KUMAR, S/O.	-	
BUYER:	1. MRS. HYMAVATHI RAMA RAO, W	/IFE OF MR. A. V. RAMA RAC)
	2. DR. CHANDRASEKHAR RAMA RA	, AO, SON OF MR. A. V. RAMA	RAO
REFERENCE:	SCALE:	INCL:	EXCL:
AREA: 71	SQ. YDS. OR	SQ. MTRS.	
	Open to sky &	Flat No. 215	
	Open to Sky & 6' wide corridor		Open to Sky
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WITNESSES:	Open to Sky & 6' wide corridor	e corridor	For Alpine esta
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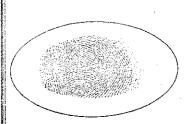
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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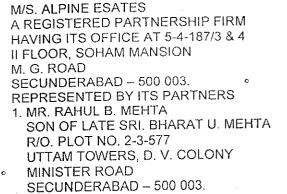


NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





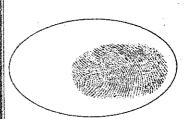
BUILDER:







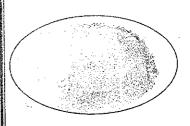
2. MR. YERRAM VIJAY KUMAR SON OF SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTHIK ENCLAVE DIAMOND POINT SECUNDERABAD.





SPA FOR PRESENTING DOCUMENTS VIDE DOCUMENT NO. 169/ IV/ 2007:

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

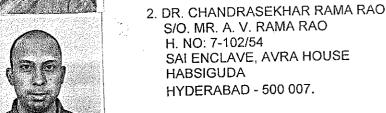




BUYER:

1. MRS. HYMAVATHI RAMA RAO W/O. MR. A. V. RAMA RAO R/O. H. NO: 7-102/54 SAI ENCLAVE, AVRA HOUSE HABSIGUDA HYDERABAD - 500 007.





SIGNATURE OF WITNESSES:

1. 2.

Zarosh R

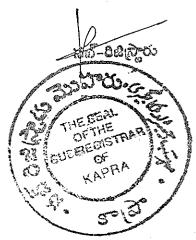
FOR ALPINE ESTATES

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FOR ALPINE ESTATES

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SIGNATURE(S) OF BUYER(S)



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

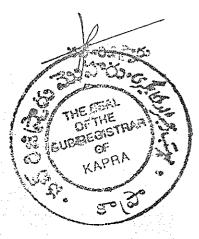
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SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature
I :	######################################		(CL) HYMAVATHI RAMA RAO 7-102/54, SAI ENCLAVEHABSIGUDA, HYD	Kenaron Dur
2			(CL) DR. CHANDRASEKHAR RAMA RAO 7-102/54, SAI ENCLAVEHABSIGUDA, HYD	W. str.
3	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY RAHUL B. MEHTA 5-4- 187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	
4	Manual Enclosure	Manual Enclosure	(EX) M/S ALPINE ESTATES REP BY YERRAM VIJAY KUMAR 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,M.G.ROAD, SECBAD	
5			(EX) K. PRABHAKAR REDDY 5-4-187/3 & 4 IIFLOOR, SOHAM MANSION,ZM.G.ROAD, SECBAD	Proposer

Witness Operator

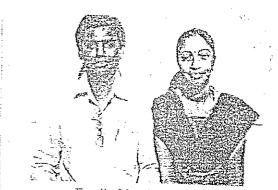
Subregistrar





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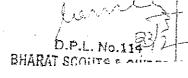
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Family Members Details

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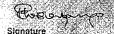
आयकर विभाग INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E



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CMM, MOWG

Original LA.

RTA SECUNDRABAD

17-12-1954

Blood Gr. Date of 1st Issue

13-09-1993



HOUSEHOLD_CARD

Card No E.P.Shop No. : PAPI67881501086 : 815

Name of Head of

Household '

: Matta Rabut

රෙල්/අරු වියා

Father Husband name : Bhara:

තුරුවම්ර/Date of Birth : 64/12/1980

ಎಯನ್ನು/Age

1.26

వృత్తి /Occupation .

: Own Business

aodizo. House No. : 2-3-577,401,UTTAM TOWERS

Ja /Street Colony

: MESISTER ROAD DV COLONY

 $\mathrm{lr_{BT}g} H$

Circle

ਫ਼ਿਊ /District

Circle VIII 13 Krwa/ Hyderabej

(Rs.) 🚦 100,000

No. (1) : 453397 (Double)

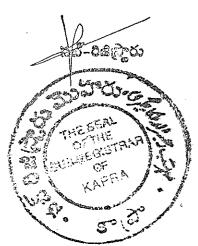
me (1) : Navrstna Enterprises FNC

No. (2) : / te (2) : : :





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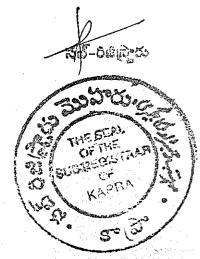


In case this card is lost / found, kindly infor Income Tax PAN Services Unit, UTITSIP Plot No. 3, Sector 11, CBD Belapin;

ALLA VENKATA RAI

In case this card is lost found.
Income Tax PAN Services Unit Plot No. 3, Sector 11, CBD Ball Navi Mumbai - 400 614.

यह काई खो जाने पा कृत्यवा सुचित करें



WITNESSES NO. 1





Name : Ch. Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature: Vi

Valid upto: 30 April 2009

Issuing Authority:

Blood Group : O +ve

Address: 5-4-187/3&4, find Floor, M.G. Road, Secunderabad-500003. Ph:040-66335551, 040-27544058

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1 Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization o
- 3. The loss of the card must be reported to the Admin.Div.Immediately ...

WITNESSES NO. 2

जायकर विभाग भारत शरकार GÖVT. ÖF INDLA INCOME TAX DEPARTMENT GUDLA PRADEEP KUMAR DHANRAJ GUDLA 20/07/1984 Permanust Account Number ALJPG7159C

इस मार्ड के खोने । पाने पर कृपया सूचित करें / लीटारं : आवकर पैन सेवा हकाई. एन एस डी एस महत्ती मंजिल, टाईन्स टॉक्स, कमला मेल्स कम्पाउंड, एस. थी. मार्ग. तोक्षन परेल, मुन्दर्य - 400 013.

If this eard is lost / someone's lost eard is found, please inform & return to : Income Tox PAN Services Unit, NSDL 1st Floor, Times Tower. Kamala Mills Compound, S. B. Marg, Lower Parel, Mumber - 400 013.

Tel: 91-22-2499 4650, Fax: 91-22-2495 0664, e-mail: lininfo@medl.co.in



Rajeshwar Reddy Advocate

H. No. 3-4-784 & 785, Flat No. 103-B, egend Tourist Corner Apartments, Kachiguda, Hvderabad - 500 027. Ph. : (O) 040-30721448

Mobile: 98480 43262

Email: BOJJA RAJESHWAR REDDY @yahoo.co.in

client enriched are absolutely false. It is absolutely false that my client played fraud and cheated your client and my client liable for criminal prosecution. The conduct of your client bank by sending anti-social elements and threatening my client is highly objectionable. If my client has any bad intention he would have withdrawn entire amount from his account and he could have not agree the repayment of money by installments. When the cheque is returned with an endorsement of "Insufficient Funnds", the better course of action by any bank is that, they should return the cheuge to the account holder to facilitate the account holder to initiate action against drawer of the bank. But in this case, your client is withholding the bounced cheque and demanding to reoay the amount. The said action of your bank is contrary to the legal procedure. If the cheque is returned to my client he would have proceeded against the drawer of the cheque and by collecting the money from the drawer of the cheque, my client would have paid the entire money to your client. By withholding the cheque, neither your client has got any benefit nor my client has got any benefit and the drawer of the cheque is ultimately is the beneficiary and happiest person, since the limitations prescribed under N.I.Act are already elapsed.

That my client being a law abiding citizen came to your bank along with his community people to deposit an amount of Rs.2,00,000/- in your bank. The said amount was arranged by the community people of my client considering the