

C-309



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH
 S.No. 809761 Date 23/12/2010 Rs. 100
 S/o. B/o. S/o. Santosh Shankar
 For Whom Alpine Estates

809761

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

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 30th day of December 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 "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

AND

MR. K. SRIDHAR REDDY, SON OF MR. K. VENKATA KRISHNA REDDY aged about 37 years, Occupation: Business, residing at MIG-I, 223, 9th Phase, KPHB Colony, Kukatpally, Hyderabad - 500 072, 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

K. Sridhar Reddy

WHEREAS:

A. The Buyer under a Sale Deed dated 30.12.2010 has purchased a semi-finished, Deluxe apartment bearing no. 309, on the third floor in block no. 'C' admeasuring 1375 sft. (i.e., 1100 sft. of built-up area & 275 sft. of common area) of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. Nos. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R. R. District together with:

- a. Proportionate undivided share of land to the extent of 68.75 sq. yds.
- b. A reserved parking for one car on the stilt floor 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 apartment bearing no. 309 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.

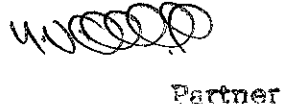
NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall complete the construction for the Buyer a Deluxe apartment bearing flat no. 309 on third floor in block no. 'C', admeasuring 1375 sft. of super built up area (i.e., 1100 sft. of built-up area & 275 sft. of common area) and undivided share of land to the extent of 68.75 sq. yds. A reserved parking space for 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. 14,35,000/- (Rupees Fourteen Lakhs Thirty Five Thousand only).
2. The Buyer shall pay to the Builder the above said amount of Rs. 14,35,000/- (Rupees Fourteen Lakhs Thirty Five Thousand Only) on or before 05.01.2011.
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.

For Alpine Estates


Partner

For Alpine Estates


Partner

X
K. Sankar Reddy

4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the semi-finished Deluxe apartment bearing no. 309 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 05.01.2011, 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.
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.

For Alpine Estates


Partner


For Alpine Estates



Partner


K. Sachin Kaddy

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.
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.

For Alpine Estates

Partner

For Alpine Estates



Partner K. Suresh Reddy

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.

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 a deluxe apartment bearing flat no. 309 on third floor in block no. 'C' admeasuring 1375 sft. of super built-up area (i.e., 1100 sft. of built-up area & 275 sft. of common area) together with proportionate undivided share of land to the extent of 68.75 sq. yds., and a reserved parking space for one car on the stilt floor 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	Open to Sky & Staircase
South by	Flat No. 308
East by	Open to Sky & 6' wide corridor
West by	Open to Sky

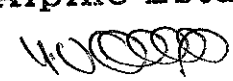
IN WITNESSES WHEREOF this Construction Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESSES:

1.

For Alpine Estates

Partner

For Alpine Estates

Partner
BUILDER

2.

X *K. Suresh Reddy*

RIVER

**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.

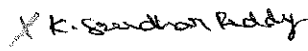
IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESSES:

1.

For Alpine Estates **For Alpine Estates**
 
Partner **Partner**
BUILDER

2.


BUYER.

REGISTRATION PLAN SHOWING

FLAT NO. 309 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 MR. BHARAT U. MEHTA

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

BUYER: MR. K. SRIDHAR REDDY SON OF MR. K. VENKATA KRISHNA REDDY

REFERENCE:
AREA:

68.75

SCALE:
SQ. YDS. OR

INCL:
SQ. MTRS.

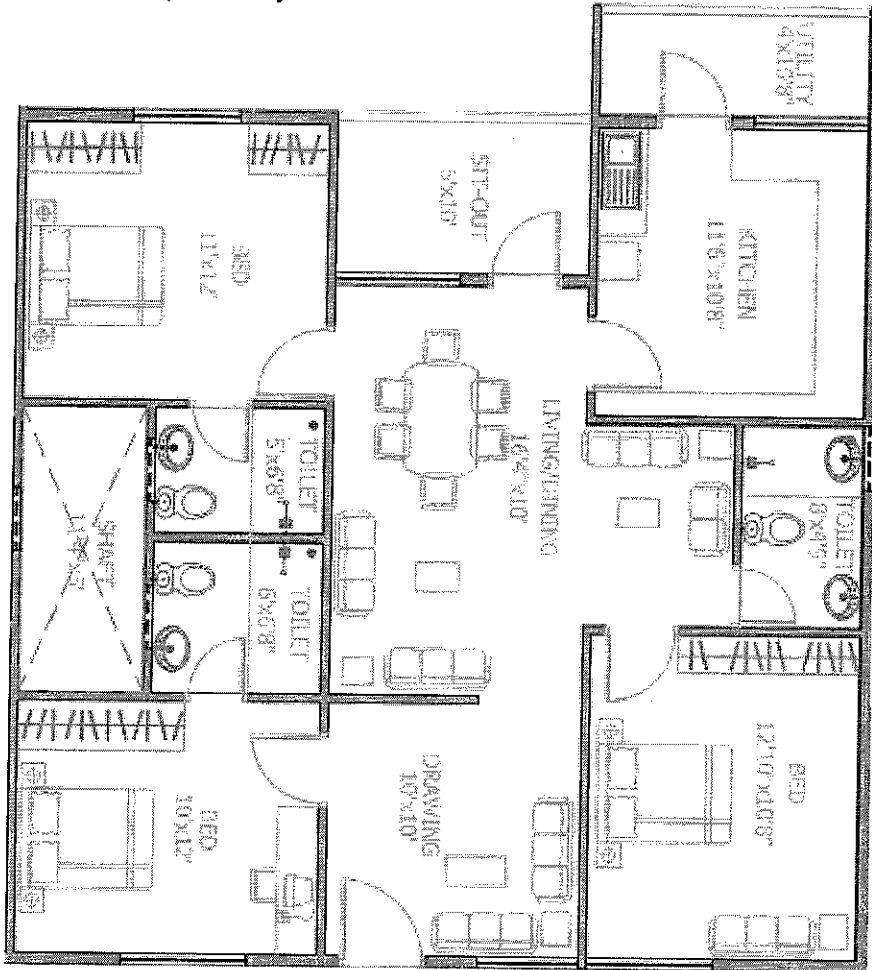
EXCL:

Total Built-up Area = 1375 sft.
Out of U/S of Land = Ac. 4-11 Gts.



Open to sky & 6' wide corridor

Flat No. 308



Open to Sky & Lift

For Alpine Estates

Partner

For Alpine Estates

Partner

Open to Sky

WITNESSES:

- 1.
- 2.

SIG. OF THE BUILDER

X K. Sridhar Reddy

SIG. OF THE BUYER

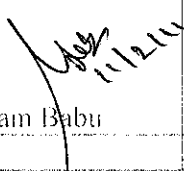
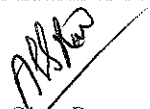

Authorization form for handing over the possession of Flat in 'Mayflower Heights'

Flat No.	C-309
Name of Buyer	Mr.K.Sridhar Reddy

A.	Total sale consideration.	31,25,000
B.	Less: Discount for early payments.	-
C.	Add: Reg. Charges	1,26,750
D.	Add: VAT & Service Tax.	31,250
E.	Add: Extra Specs Charges (revised)	-
F.	Add: Misc. Charges	4,500
G.	Less: Amount paid	32,87,200
H.	Balance amount Due	300
I.	Interest Amount	Not calculated
J.	Refund if any	
Remarks:		
1) S.T. Not applicable 2) Corpus Fund to be collected 3) Maintenance & Membership fees to be collected. Collect maint / charr for 1/8/11		
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 Date: 11/2/11	Accounts: Date:	 Samba Siva Rao Date: 11/2/11	 Managing Partner: Soham Modi Date: 17/2/11
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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



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, M. G. Road, Secunderabad – 500 003.
Phone: 66335551

LETTER OF POSSESSION

Date: 17.2.11

To,

Mr. K. Sridhar Reddy,
MIG- 1,223, 9h phase,
KPHB colony, Kukatpally - 500 012.

Sub: Letter of Possession for Flat No. 309 in block no. 'C' in our project known as 'Mayflower Heights' at Premises No. 3-3-27/1, Mallapur, Hyderabad – 500 076.

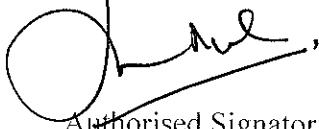
Dear Sir / Madam,

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

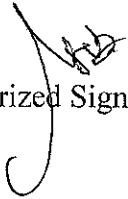
Date: 27.01.2011

To
M/s. Muthoot Finance Ltd.,
R/o. Muthoot Chambers
Opp: Saritha Theatre Complex
Banerji Road, Ernakulam - 682 018
Kerala, India.

Dear Sir,

Please find herewith the original documents of your flat bearing no..309 in Block No.'C'
in the Project known as 'Mayflower Heights', survey nos. 1/1, 191 & 2/1/1, situated at
Mallapur Village, Uppal Mandal, Ranga Reddy District.

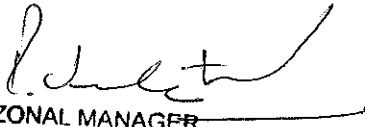
Thanking You.
Your sincerely,


Authorized Signatory.

Encl:

1. Original Registered Sale deed bearing document no. 3398 of 2010, dated 30.12.2010
2. Original Registered Sale deed bearing document no. 80 of 2011, dated 17.01.2011
3. Original Agreement for Construction, dated 17.01.2011
4. Original receipt bearing no.2864, dated 30.01.2010
5. Original receipt bearing no.2794, dated 17.01.2011
6. VAT Xerox copy infavour of CTO - Keesara




ZONAL MANAGER
MUTHOOT FINANCE LTD.
A.P. Zone-Hyderabad