

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100




ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

411733

S.No. 4048 Dt. 12-08-2015 Rs. 100/-
Sold to: D. Pavan Kumar S/o D. Anjaneyulu, Hyd
For Whom: Vista Homes

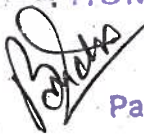

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No. 16-02-30/1998
REN. No. 16-02-009/2013
Sub-Bapunagar, Amberpet, Hyd-13
CELL No. 9989259839

AGREEMENT OF SALE

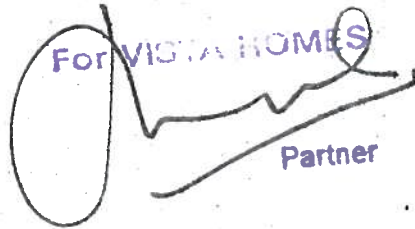
This Agreement of Sale is made and executed on this the 19th day of September 2015 at Secunderabad by and between:

1. M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500 003., represented by its Partners (1) Shri Bhavesh V, Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad -500 003, and (2) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 43 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 003.
2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275 Venkateswara Colony, Meerpet, Moulalai, Hyderabad – 500 003., represented by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500003., Hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

FOR VISTA HOMES


Partner

FOR VISTA HOMES


Partner

1. 

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In favour of

1. Mr. Selvakumar N Suppaya, son of Mr. N. Suppaya aged about 41 years and
2. Mrs. S. E. Velankannai Selvakumar, wife of Mr. Selvakumar N Suppaya aged about 38 years, both residing at Block 3 Phase 3, Flat no 323, J.P. shelters, Bollaram, Secunderabad-500010, hereinafter referred to as the 'Vendee'

The term Vendor and Vendee shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

WHEREAS:

- A. The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S.No.	Deed Doc. No.	Dated	Extent of Land
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac.1-10 gts.
3.	4325/2007	16.06.2007	Ac.0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac.1-02 gts.

- B. The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

- C. The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

- D. The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

- E. By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.

For VISTA HOMES


Partner

For VISTA HOMES


Partner





- F. The Vendor proposes to develop the Scheduled Land by constructing about 403 flats of similar elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed flats will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- G. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes'.
- H. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and Flat no. 407 and also about the capacity, competence and ability of the Vendor to construct the flat thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Vista Homes. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- I. The Vendee is desirous of purchasing flat/apartment no. 407 on the fourth floor, in block no. 'B' and car parking space as a package in the proposed residential complex known as Vista Homes and has approached the Vendor.
- J. The Vendee has made a provisional booking vide booking form no. 1095 dated 16.09.2013 for the above referred flat and has paid a booking amount of Rs. 25,000/- to the Vendor.
- K. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

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

Schedule of Flat

- a) Deluxe Flat No. 407 on the fourth floor, in block no. 'B' admeasuring 950 sft. of super built up area.
 - b) An undivided share in the Schedule Land to the extent of 57.71 Sq. yds.
 - c) A reserved parking space for single car in the basement admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 22,84,000/- (Rupees Twenty Two Lakhs Eighty Four Thousand only).
 3. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
16.09.2013	Cheque no 515877	Rs. 25,000/-

For VISTA HOMES


Partner

For VISTA HOMES


Partner

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4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 22,59,000/- to the Vendor as under. The Vendor shall intimate the Vendee the stage of construction for payment of the installments given below in writing to their last known address or by email (to joshuakumar.kf@gmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.

Installment	Due date for payment	Amount
I	Within 15 days from date of booking	2,00,000/-
II	Within 45 days from date of booking	2,50,000/-
III	Within 7 days of completing slab	9,04,500/-
IV	Within 7 days of completing brick work and internal plastering	5,42,700/-
V	Within 7 days of completing flooring, bathroom tiles, doors, windows & first coat of paint	1,61,800/-
VI	On completion	2,00,000/-


5. That the Vendee shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Vendee shall pay such installments on or before the due dates.
6. In case the Scheduled Flat is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Flat, notwithstanding the installments and due dates mentioned above.
7. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Vendee. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
8. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavour to obtain necessary loan sanctioned 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 Vendee for whatsoever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.
9. That for the purposes of creating a charge in favour of the bank / financial institutions on the flat being constructed so as to enable the Vendee to avail housing loan, the Vendor will execute a sale deed in favour of the Vendee for semi-finished/finished flat. In the event of execution of sale deed before the flat is fully completed, the Vendee shall be required to enter into a separate agreement of construction with the Vendor for completing the unfinished flat and the Vendee shall not raise any objection for execution of such an agreement.

For VISTA HOMES


Partner

For VISTA HOMES


Partner

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10. That in the event the Vendee is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Schedule flat and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Vendee 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 Vendee and the consequence as regards default in payments as contained under this Agreement shall become operative.
11. That any time given to the Vendee 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 Vendee other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.
12. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges as under:
- In case of failure of the Vendee to obtain housing loan within 15 days of this agreement, 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/-
 - In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
 - In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed total sale consideration.
13. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Vendee and the Vendor need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.
14. The Vendor shall be entitled to re-allot / sell the said Scheduled Flat thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Vendee to take action as stated herein, and such action shall be at the sole prerogative and discretion of the Vendor and the defaulting Vendee shall have no say in or to object to the same.
15. That the Vendee has examined the title deeds, plans, area/extent of the Scheduled Flat, 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 Vendee shall not hereafter, raise any objection on this count. That the Vendor covenants with the Vendee that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc. and they along with the Owners confirm that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Vendee only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Flat.
16. Except under the circumstances mentioned in Clause 9 above viz., the Vendee is availing a housing loan, the Vendor will execute and register sale deed and /or agreement of construction in favour of the Vendee only after the receipt of the total sale consideration given herein along with other charges payable by the Vendee to the Vendor.

For VISTA HOMES



Partner

For VISTA HOMES



Partner

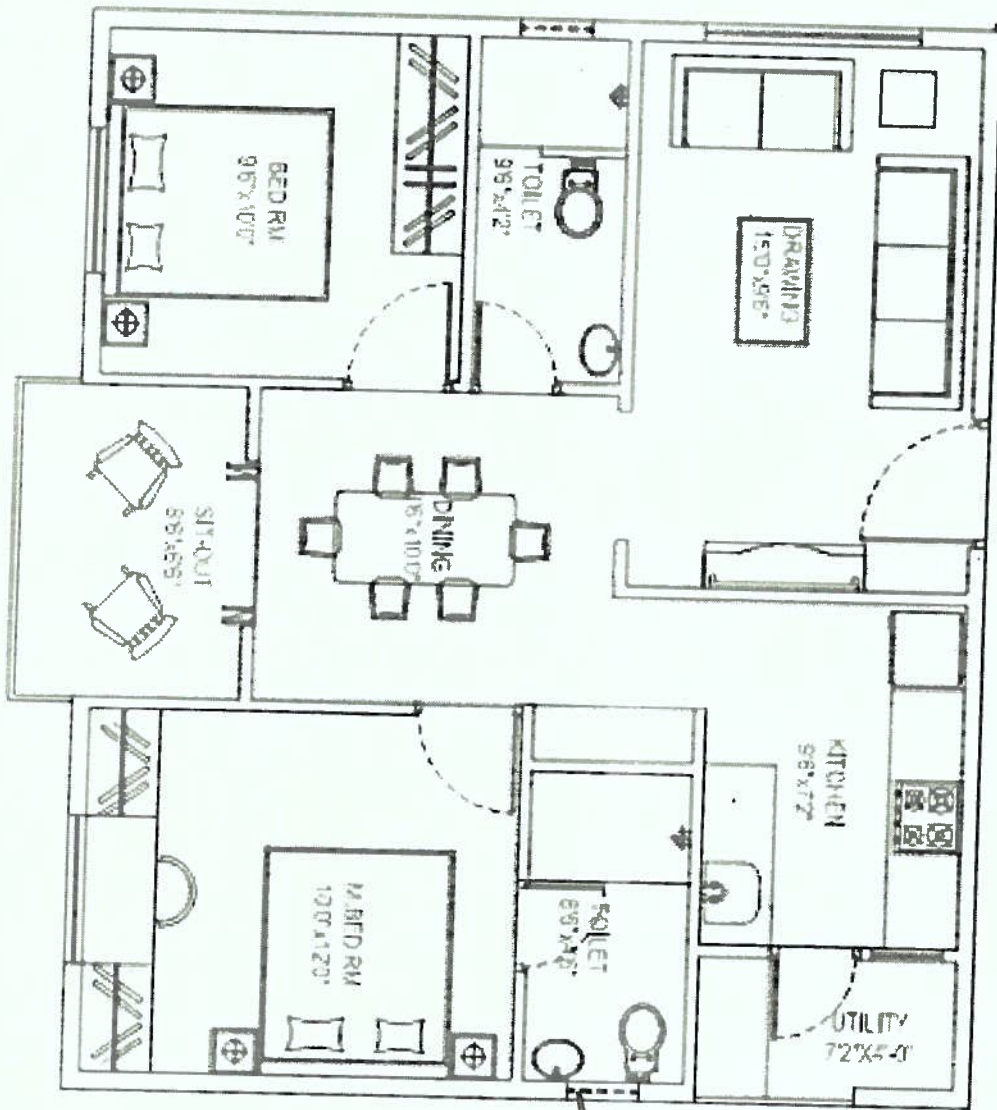


Plan showing Flat No. 407 on the fourth floor in block no. 'B' of Vista Homes at Survey Nos. 193, 194 & 195, situated at Kapra village, Keesara Mandal, Ranga Reddy District.

Vendor: M/s. Vista Homes
 Buyer: 1. Mr. Selvakumar N Suppaya
 2. Mrs. S. E. Velankanni N Selvakumar
 Flat area: 950 sft.
 Undivided share of land: 57.71 sq.yds

Boundaries :

North by: Open to sky
 South by: Open to sky
 East by: 6' - 6" wide corridor
 West by: Open to sky



WITNESSES:

- 1.
- 2.

FOR VISTA HOMES

FOR VISTA HOMES

[Signature]
 Partner

[Signature]
 Partner
 VENDOR

VENDEE

[Signature]

[Signature]
 Velankanni