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తెలంగాణ తెలంగాణ TELANGANA

S.No. **14753** **Date:15-12-2015**

Sold to: RAMESH

S/o. LATE. NARSING RAO.

For Whom: PARAMOUNT ESTATES.

 C 378410

CH. SHRAVANI

LICENSED STAMP VENDOR
LIC.No.15-31-029/2013,
House on P.No.21, W.S.Colony,
R.R.Dist-501512. Ph:7842562342

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 20th day of January 2016 at Secunderabad by and between:

M/s. PARAMOUNT ESTATES, a registered partnership firm having its office at 5-4-187/3 & 4, Second Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, represented by its Partner Mr. Soham Modi, Son of Shri. Satish Modi, aged about 46 years, Occupation: Business and Mr. Samit Gangwal, Son of Mr. S. K. Gangwal, aged about 42 years, Occupation: Business hereinafter referred to as the "Vendor".

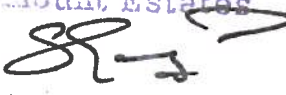
IN FAVOUR OF

Mr. Soma Sekhar Kambhampati, son of Mr. K. Madhava Rao, aged about 32 years residing at H. No. 15-21-150/43, Flat No. 103, Ram Sai Towers, Balaji Nagar, Kukatpally, Hyderabad. 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.

For Paramount Estates

Partner

For Paramount Estates

Partner



WHEREAS:

- A. The Vendor is the absolute owner, possessor and in peaceful enjoyment of the land forming a part of survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 2-00 Gts by virtue of a registered sale deed bearing document no.4988/2007 dated 4th April 2007 registered at S.R.O. Shamirpet.
- B. The total land admeasuring Ac. 2-00 Gts., forming a part of survey no. 233 of Nagaram 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:
- Shri. Bijja Sathaiah alias Sathaiah Goud, S/o. Shri. Veerayya.
 - Shri. Bijja Yadaiah alias Bijja Yadaiah Goud, S/o. Shri. Veerayya.
- D. Shri. Bijja Sathaiah alias Sathaiah Goud, S/o. Shri Veerayya and Shri Bijja Yadaiah alias Yadaiah Goud, S/o. Shri Veerayya were the original pattedars of agricultural land admeasuring about Ac. 2-30 Gt., in survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District.
- E. As per the proceedings of the MRO bearing no. B/828/86 dated 4.5.1988, the name of the original pattedars was mutated in the revenue records. Pahanis for the year 2001-02 reflect the name of the original pattedars as owners and possessors of land admeasuring about Ac. 2-30 Gts., in survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District. Patta passbook and title book have been issued in favour of the Vendor by the Mandal Revenue office, Keesara Mandal, R.R. District as per the details given below.

S. No.	Name of Pattedar	Patta No.	Passbook No.	Title book No.	Extent of land in Sy. No. 233
1	Bijja Sathaiah	191	29139	251887	Ac. 1-15 Gts.,
2	Bijja Yadaiah	192	29140	251888	Ac. 1-15 Gts.,

The Vendor has obtained permission from HMDA/ Nagaram Grampanchayat in file no. 15238/P4/plg/HMDA/2008 dated 02-09-2014 and Gpn/65/2014-2015 dated 09-12-2014 for developing the Scheduled Land into a residential complex of 208 flats, consisting of basement, stilt and eight upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

- F. By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and it is absolutely entitled to sell the flats to any intending purchaser.
- G. The Vendor proposes to develop the Scheduled Land by constructing about 208 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.

For Paramount Estates

Partner

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Partner

A. S. S. S.

- H. The proposed project of development on the entire Scheduled Land is styled as 'Paramount Avenue'.
- I. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and Flat no. 706 and also about the capacity, competence and ability of the Vendor to construct the flats thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Paramount Avenue. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- J. The Vendee is desirous of purchasing flat/apartment no. 706 on the Seventh floor and car parking space as a package in the proposed residential complex known as Paramount Avenue and has approached the Vendor.
- K. The Vendee has made a provisional booking vide booking form no. 1094 dated 31.12.2015 for the above referred flat and has paid a booking amount of Rs. 25,000 to the Vendor.
- L. 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 Paramount Avenue, 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. 706 on the Seventh floor admeasuring 1210 sft. of super built up area.
- b) An undivided share in the Scheduled Land to the extent of 55.46 Sq. yds.
- c) A reserved parking space for single car in the basement / stilt floor admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 26,52,750/- (Rupees Twenty Six Lakhs Fifty Two Thousand Seven Hundred Fifty 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
13.01.2016		Rs. 25,000/-

4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 26,27,750 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 somasekhar1983@gmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such intimation and delay the payment of installments on that count.

For Paramount Estates

 Partner

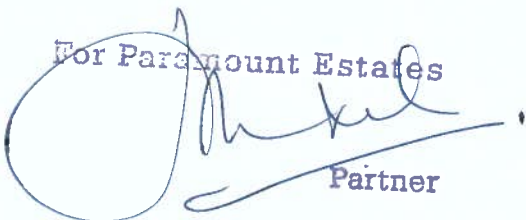
For Paramount Estates

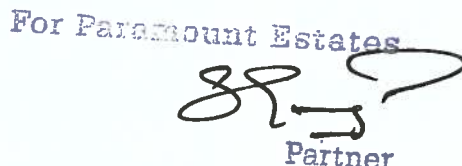
 Partner



Installment	Due date for payment	Amount
I	Within 15 days from date of booking	Rs. 2,00,000/-
II	Within 45 days from date of booking	Rs. 3,97,912/-
III	Within 7 days of completing slab	Rs. 10,14,919/-
IV	Within 7 days of completing brick work and internal plastering	Rs. 4,88,951/-
V	Within 7 days of completing flooring, bathroom tiles, doors, windows & first coat of paint	Rs. 3,25,968/-
VI	On completion	Rs. 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.
10. That in the event the Vendee is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Scheduled 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.

For Paramount Estates

 Partner

For Paramount Estates

 Partner



41. That the Vendor shall cause this Agreement of sale to be registered in favour of the Vendee as and when the Vendee 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.
42. That 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.
43. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'.
44. These expressions shall also be modified and read suitably wherever the Vendee is a Firm, Joint Stock Company or any Corporate Body.
45. 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 portion of the land area to the extent of Ac. 2-00 Gts, in survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District and bounded by:

North By	Sy. No. 234 & Sy. No. 235
South By	Sy. No. 226 & Sy. No. 227
East By	Sy. No. 232
West By	Balance part of Sy. No. 233

SCHEDULE 'B'

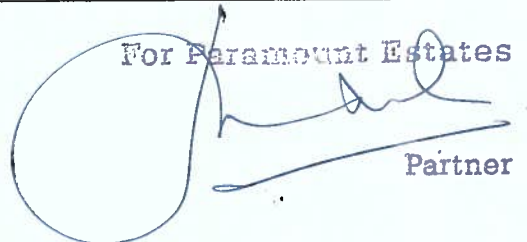
SCHEDULE OF APARTMENT

All that portion forming a Deluxe flat bearing no. 706 on the Seventh floor admeasuring 1210 sft. of super built-up area (i.e., 968 sft. of built-up area & 242 sft. of common area) together with proportionate undivided share of land to the extent of 55.46 sq. yds. and reserved parking space for single car in the basement / stilt floor admeasuring about 100 sft. in the residential complex named as Paramount Avenue, forming part of Sy. No. 233, situated at Nagaram Village, Keesara Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

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

WITNESSES:

1.
2.

For Paramount Estates

Partner

For Paramount Estates

Partner
VENDOR


VENDEE

SCHEDULE C

Specifications

Semi-deluxe flat:

- Structure: RCC
- Walls: 4”/6” solid cement blocks
- External painting: Exterior emulsion
- Internal painting: Smooth finish with OBD
- Flooring: 12” ceramic tiles
- Door frames: Wood (non-teak)
- Main door: Laminated / polished panel door
- Other doors: Painted flush doors
- Electrical: Copper wiring with modular switches
- Windows: Powder coated aluminum sliding windows with grills
- Bathrooms: Standard ceramic tiles – 4 / 7 ft height
- Plumbing: UPVC / GI & PVC pipes
- Sanitary: Cera / Parryware or equivalent brand
- CP fittings: Branded quarter turn ceramic disc type.
- Kitchen platform: Granite slab with 2 ft dado and SS sink

Deluxe flat (same as semi-deluxe flat with following alterations):

- Flooring: 24” vitrified tiles
- Other doors: Painted panel doors
- Bathrooms: Branded designer ceramic tiles – 4 / 7 ft height
- Kitchen: Modular kitchen of specified design

Note:

1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
2. Changes to external appearance and color shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.
8. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Builder and subject to change from time to time without prior notice.
9. Specifications / plans subject to change without prior notice

WITNESSES:

1.

For Paramount Estates

Partner

2.

For Paramount Estates

Partner
VENDOR

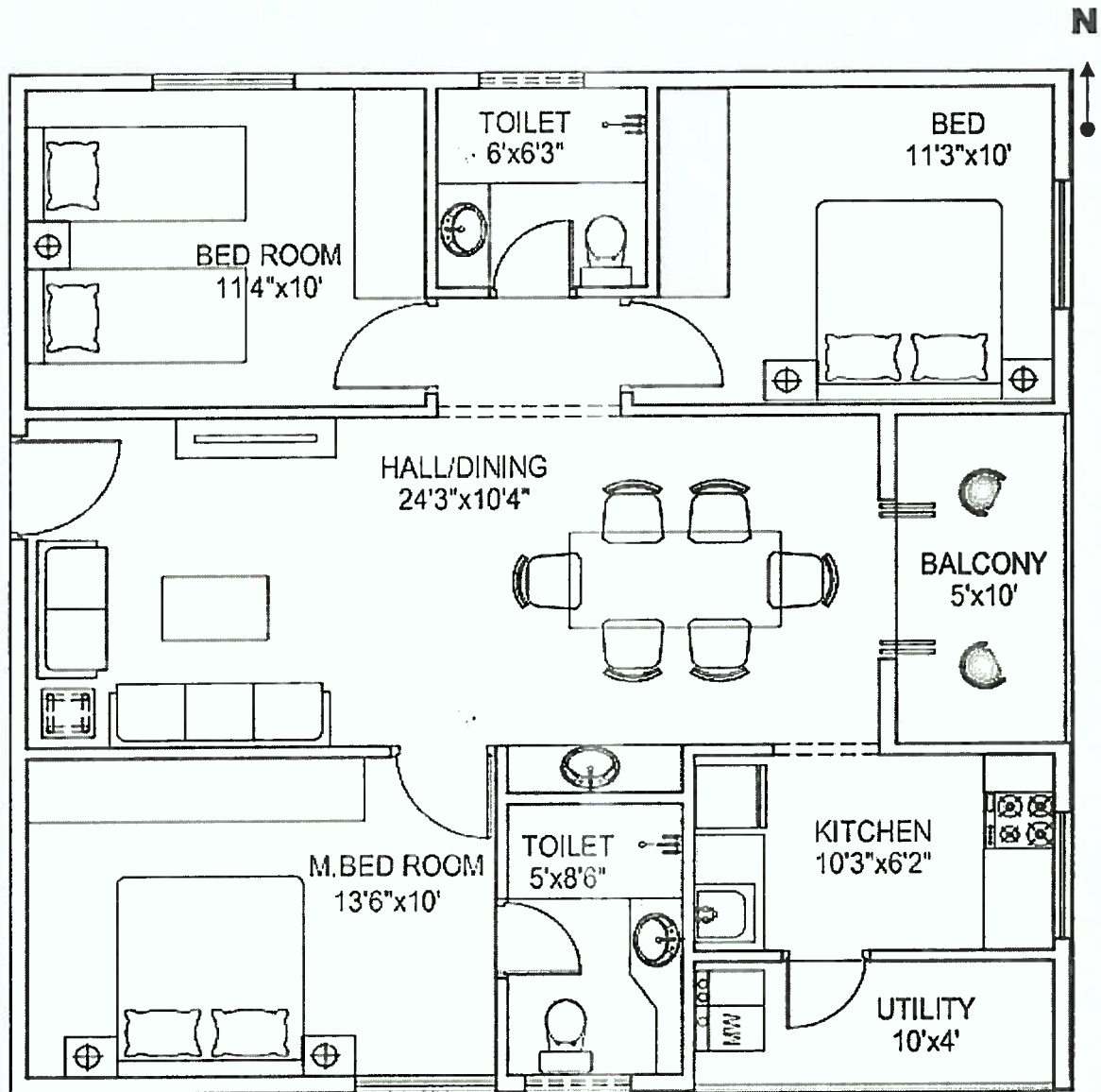

VENDEE

Plan showing Flat No. 706 on the Seventh floor of Paramount Avenue at Survey No. 233, situated at Nagaram village, Keesara Mandal, Ranga Reddy District.

Vendor: M/s. Paramount Avenue
 Buyer: Mr. Soma Sekhar Kambhampati
 Flat area: 1210 sft.
 Undivided share of land: 55.46 sq.yds

Boundaries :

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



WITNESSES:

1.

2.

For Paramount Estates

 Partner

For Paramount Estates

 Partner
 VENDOR

VENDEE