

A-210



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

AH 287061

S. No. 7229 Date 21/6/2010
 Old To Santosh
 A. Shanker

A. VAMSHI SAGAR
 C.V.L. No: 40/2007, R. No: 07/2010
 Mallikarjuna Nagar,
 Peerjediguda (V)
 Chittoor (M) R.R. Dist.

Greenwood Estates, sec-bad
 AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 10th day of July 2010 at Secunderabad by and between:

M/s. GREENWOOD 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/ Authorised representatives Shri. Soham Modi, Son of Shri. Satish Modi aged about 37 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, R/o. Flat No. 502, Vasavi Homes, Uma Nagar, 1st lane, Begumpet, Hyderabad, hereinafter called the "Vendor".

AND

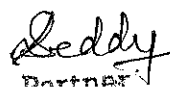
1. Shri. Karnati Bhaskar, S/o. Shri. K. Narsimha, aged about 41 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
2. Shri. K. Gopinath, S/o. Shri. K. Bhaskar aged about 18 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
3. Shri. A. Purushotham, S/o. Shri. A. Vittal, aged about 41 years, Occupation Business, Resident of H.No. 1-3-1/c/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
4. Shri. A. Srinivas, S/o. Shri. A. Vittal, aged about 33 years, Occupation Business, Resident of H.No. 1-3-1/C/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
5. Shri. Belide Venkatesh, S/o. Shri. Eashwaraiah, aged about 40 years, Occupation Business, Resident of H.No. 1-3-2/c/1, Kisan Nagar, Bhongir, Nalgonda Dist.

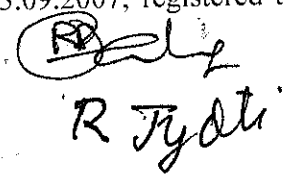
being represented by Shri. Soham Modi, Son of Shri. Satish Modi aged about 37 years, and Smt. K. Sridevi, W/o. Shri. K.V.S. Reddy, aged about 32 years, the Managing Partners/ Authorised Representatives of M/s. Greenwood Estates who is the Joint Development Agreement cum General Power of Attorney Holders by virtue of document no. 4101/07, dated 13.09.2007, registered at S.R.O. Vallab Nagar, hereinafter called the "Owners".

For Greenwood Estates

For Greenwood Estates




 Partner


 R Tyoti

IN FAVOUR OF

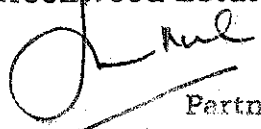
1. Sqn. Ldr. Ronanki Prakasa Rao, son of Late Mr. R. Janardhana, aged about 50 years,
2. Mrs. Ronanki Jyoti, wife of Sqn. Ldr. Ronanki Prakasa Rao, aged about 40 years, residing at C/o. Air Force Station, Begumpet Post, Bowenpally, Secunderabad - 500011, hereinafter called the "Buyer".

The expression Vendors, Owners and Buyer shall mean and include his/her/their heirs, successors, legal representatives, executors, nominees, assignees etc.

WHEREAS:


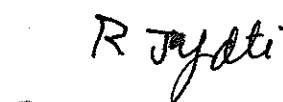
- A. The Vendor is the absolute owner, possessor and in peaceful enjoyment of land forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, admeasuring Ac. 3-00 Gts. by virtue of registered sale deed dated 8.2.2007, bearing doc. No. 741/2007 and, Sale Deed dated 5.01.2007 bearing document no. 64/2007 duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District (hereinafter this land is referred to as the Vendors Land).
- B. The Vendor has purchased a portion of the land admeasuring about Ac. 1-00 Gts., from its previous owner Shri. Bhasker K. Bhatt vide doc no. 741/2007 referred to above. Shri. Bhasker K Bhatt became the owner of the said Ac. 1-00 Gts., of land in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District by virtue of registered sale deed dated 5.01.2007 bearing document no. 62/2007 and duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District.
- C. The Owners were the absolute owners, possessors and in peaceful enjoyment of land forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District, admeasuring Ac. 3-05 Gts. by virtue of registered sale deed dated 5.01.2007, bearing document no. 63/2007 duly registered at the office of the Sub-Registrar, Vallab Nagar, R. R. District (hereinafter this land is referred to as the Owners Land).
- D. The Vendors Land along with the Owners Land totally admeasuring Ac. 6-05 Gts., in Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District is hereinafter the referred to as the SCHEDULED LAND and is more particularly described at the foot of the document.
- E. The Vendor and the Owners have purchased the SCHEDULED LAND for a consideration from its previous owners and pattedars namely:
 - Shri. M. Jagan Mohan Reddy, S/o. late Shri. Shankar Reddy
 - Shri M. Madhu Mohan Reddy, S/o. late Shri. Shankar Reddy
 - Shri. M. Sudhir Reddy, S/o. late Shri. Narayana Reddy
 - Shri. M. Sushanth Reddy, S/o. late Shri. Narayana Reddy
- F. The Vendor and the Owners have entered into an Joint Development Agreement dated 13.09.2007 in respect of development of the property admeasuring Ac. 6-05 Gts., forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District which is herein after referred to as the SCHEDULED LAND. This Joint Development Agreement is registered with SRO, Vallab Nagar as document bearing no. 4100/07, dated 13.09.2007.
- G. As per the terms of Joint Development Agreement, the Owners and the Vendor have agreed to share the proposed constructed areas as contained in Clause 11 and Annexure VI to the above referred Joint Development Agreement.

For Greenwood Estates


Partner

For Greenwood Estates


Partner

1 
2 
R Jyoti

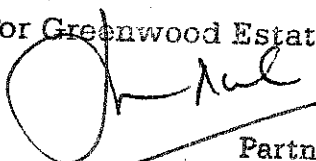
- H. Broadly the Vendors shall be entitled to 61 flats aggregating to 88,445 Sft of constructed area along with 4,738 sq yds of undivided share of land in the SCHEDULED LAND. The Owner shall be entitled to 284 flats aggregating to 4,06,070 Sft of constructed area along with 21,757 sq yds of undivided share of land in the SCHEDULED LAND.
- I. The Vendor has obtained the necessary permissions from Hyderabad Urban Development Authority and the Alwal Municipality vide their Letter No. 3822/P4/P/H/07, dated 9.7.2007. In accordance with the sanctioned plan in all 345 number of flats in 3 blocks aggregating to about 4,94,525 sft along with parking on the stilt floor and other amenities are proposed and agreed to be constructed
- J. The proposed development consisting of 345 flats in 3 blocks with certain common amenities is named as 'GREENWOOD RESIDENCY'.
- K. The Buyer is desirous of purchasing apartment no. 210 on the second floor in block no. 'A' having a super built-up area of 1665 sft. (i.e., 1332 sft. of built-up area & 333 sft. of common area) together with undivided share in the scheduled land to the extent of 89.18 sq. yds. and a reserved parking space for one car on the stilt floor admeasuring about 100 sft in the building known as GREENWOOD RESIDENCY and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment
- L. 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 GREENWOOD RESIDENCY. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- M. 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. 31,74,000/- (Rupees Thirty One Lakhs Seventy Four Thousand Only) and the Buyer has agreed to purchase the same.
- N. The Buyer has made a provisional booking vide booking form no. 1237 dated 25th June 2010 for the above referred apartment and has paid a booking amount of Rs. 25,000/- to the Vendor.
- O. 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.


NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:


1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Semi-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 Greenwood Residency, 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) Semi-Deluxe Apartment No. 210 on the second floor in block no. 'A' admeasuring 1665 sft of super built up area.
- b) An undivided share in the Schedule Land to the extent of 89.18 Sq. Yds.
- c) A reserved parking space for single car on the stilt floor, admeasuring about 100 sft.

For Greenwood Estates

 Partner

For Greenwood Estates

 Partner


 R Tydti

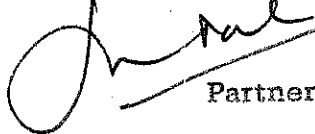
2. That the total sale consideration for the above shall be Rs. 31,74,000/- (Rupees Thirty One Lakhs Seventy Four Thousand only).
3. That the Buyer has paid an amount of Rs. 25,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
4. The Buyer agrees to pay the balance sale consideration amount of Rs. 31,49,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	2,00,000/-	10.07.2010
Installment II	6,49,000/-	09.08.2010
Installment III	12,60,000/-	24.08.2010
Installment IV	3,15,000/-	24.09.2010
Installment V	5,25,000/-	On Completion of flooring, bathroom tiles doors & windows
Installment VI	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.
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.

For Greenwood Estates


Partner

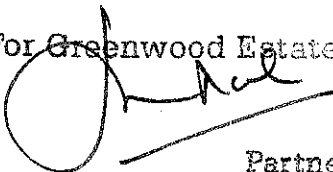
For Greenwood Estates

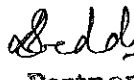

Partner





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 'Greenwood Residency' and the name thereof shall not be changed.
21. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 25th March 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.
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 Greenwood Residency 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; (i) install cloths drying stands or other such devices on the external side of the building.

For Greenwood Estates

 Partner

For Greenwood Estates

 Partner



R. Tyoti

SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 6-05 gts., in Sy. Nos. Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R.R. District, under S.R.O. Vallab Nagar and bounded as under:

North By	Land in Sy.No. 202
South By	Village boundary of Yapral
East By	Land in Sy. No. 202
West By	Land in Sy. No. 207 & 212

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming a Semi-Deluxe apartment no. 210 on the second floor in block no. 'A' admeasuring 1665 sft. of super built-up area (i.e., 1332 sft. of built-up area & 333 sft. of common area) together with proportionate undivided share of land to the extent of 89.18 sq. yds. and reserved parking space for single car admeasuring about 100 sft. in the residential apartment named as Greenwood Residency, forming part of Sy. Nos. 202, 203, 204, 205 & 206, situated at Kowkur Village, Malkajgiri Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

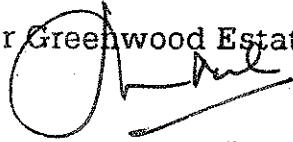
North By	Open to sky
South By	Open to sky
East By	7' wide corridor
West By	Open to sky

WITNESSES:

1. V. Prakasham



For Greenwood Estates



Partner

For Greenwood Estates



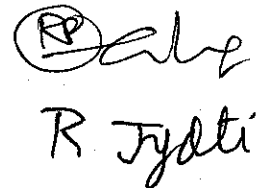
Partner

VENDOR

2. RIDHA RAM JAT

Ridha Ram

BUYER

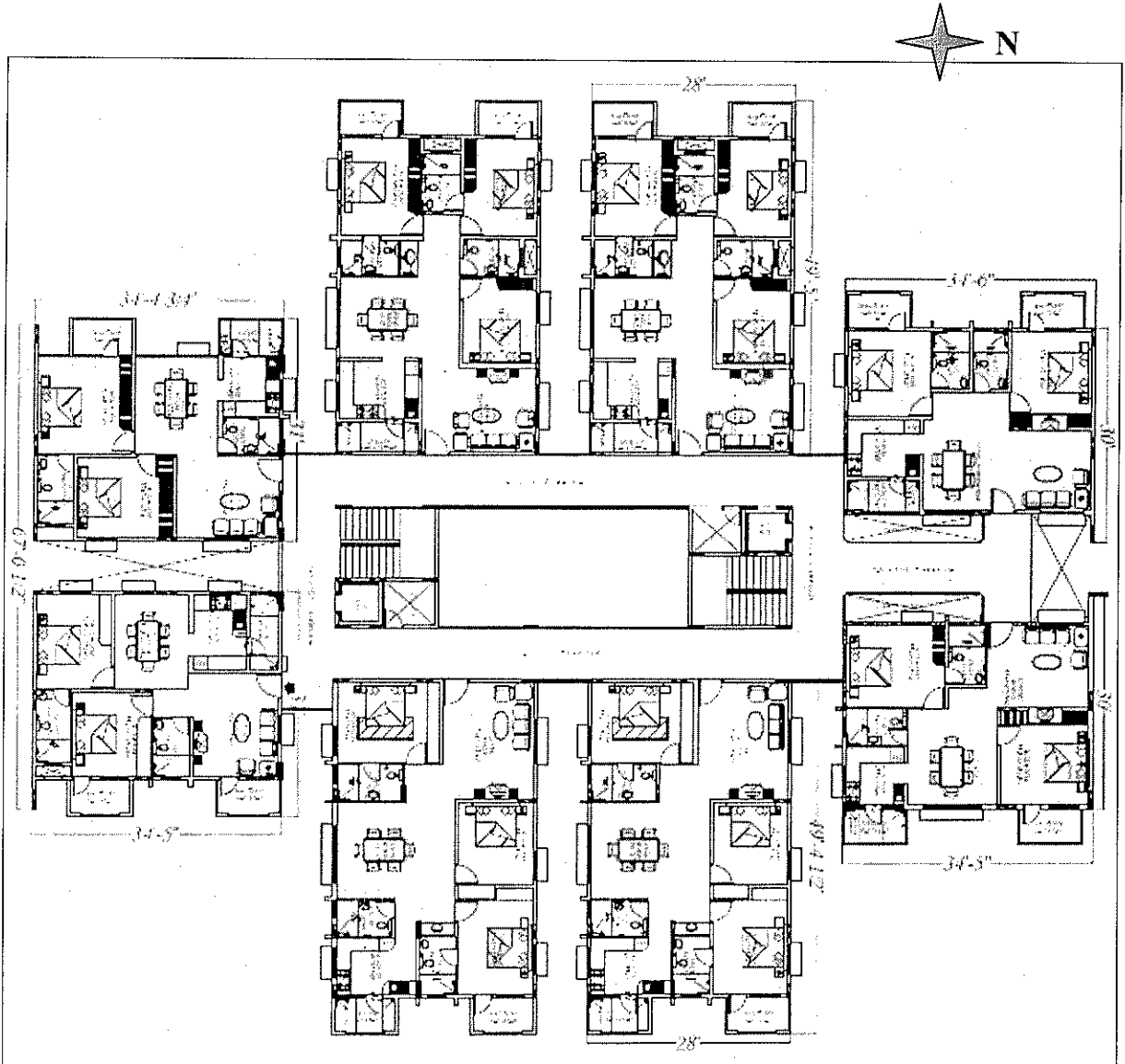

R. Jyoti

Plan showing Apartment No. 210 on the second floor in block 'A' of 'Greenwood Residency' forming a part of Sy. No. 202 to 206, situated at Kowkur, Secunderabad – 500 010.

Vendor: M/s. Greenwood Estates
 Buyer: 1. Sqn. Ldr. Ronanki Prakasa Rao
 2. Mrs. Ronanki Jyoti
 Flat area: 1665 Sft.
 Undivided share of land: 89.18 Sq.Yds.

Boundaries :

North by: Open to sky
 South by: Open to sky
 East by: 7' wide corridor
 West by: Open to sky



WITNESSES:
 1. V. Lakshman *[Signature]*
 For Greenwood Estates *[Signature]* Partner
 For Greenwood Estates *[Signature]* Partner
 2. RIDHA RAM JAT *[Signature]*
 RIDHA RAO
 BUYER
 2. R Jyoti *[Signature]*