



ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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 Date: 06/12/2006
 Name: M. Mahender
 M. Mahender
 For Whom: Bhargavi Developers

Done
K. SRINIVAS
 S.V.L. No. 26/98, R.No. 39/200-
 City Civil Court,
 SECUNDERABAD

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 01st day of June 2007 at Secunderabad by and between:

M/S. BHARGAVI DEVELOPERS, a partnership firm having its office at G-2, Kalyan Enclave, Kamalanagar, ECIL, Hyderabad, represented by its Managing and Authorised Partner Sri Anand Kumar, Son of Sri. B.N. Ramulu, aged about 39 years, Occupation: Business, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee, etc.).

AND

1. MR. B. ANAND KUMAR, Son of Mr. B. B. Ramulu, aged about 39 years, residing at H. No. 10, Venkateshwara Nagar, Moula-Ali, Hyderabad – 500 040,
2. SRI NAREDDY KIRAN KUMAR, Son of Madhusudhan Reddy, aged about 34 years, residing at Plot No. 275, Venakateshwara Nagar, Meerpet, Moula -Ali, Hyderabad-40,
3. SRI. M. KANTHA RAO, Son of M. Laxman Rao, aged about 38 years, residing at Plot No. 152, Vivekanada Nagar Colony, Kukatpally, Hyderabad,
4. SRI. K. KANTHA REDDY, Son of K. RAM REDDY, aged about 56 years, residing at Nereducherela (Village & Mandal), Nalgonda District,

being represented by Sri Anand Kumar, aged about 39 years, Managing and authorized Partner of M/S. BHARGAVI DEVELOPERS who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 16412/06, dated 31.10.2006, registered at S.R.O. Shameerpet, hereinafter called the "Original Owners" (which expression where the context so permits shall mean and include their successors in interest, nominees, assignees herein, etc.).

For Bhargavi Developer's For Bhargavi Developer's

[Signature]
 Partner's

[Signature]
 Partner's

[Signature]

AND

MRS. SYEDA NASREEN, WIFE OF MR. IBRAHIM ALI KHAN, aged about 47 years, residing at 404, Sai Surabhi Apartments, D. D. Colony, Shivam Road, Hyderabad, hereinafter called the "Buyer" (which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

WHEREAS:

- A. Shri B. Anand Kumar, Shri Nareddy Kiran Kumar, Shri M. Kanta Rao and Shri K. Kanta Reddy, the Original Owners herein, were the absolute owners and possessors of open agricultural land in Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. by virtue of Deed of Conveyance of land dated 9.09.2004 registered as document bearing no. 9210/2004 and Release Deed dated 27.10.2004 and registered as document no. 9246/2004 at the office of the Sub Registrar, Shameerpet R. R. District (hereinafter this land is referred to as the SCHEDULED LAND) and is more particularly described in Schedule 'A' at the foot of the document.
- B. The Original Owners have purchased the Scheduled Land for a consideration from its previous owners namely:
- Shri M. Venu, S/o. Shri Mallaiah
 - Shri Madhusudhan, S/o. of Late Shri G. Sattaiah.
 - Shri K.V. Rama Rao, S/o. Shri Gopal Rao
- C. The Scheduled Land was Government land and the same was placed for sale on open auction on 17.09.2003. The previous owners Shri M. Venu and two others have participated in the auction and the auction was knocked down in favour of them as they being the highest bidders. The open auction conducted has been confirmed in favour of the previous owners namely M. Venu and two others vide proceedings of the Collector, R. R. District vide proceeding no. LC2/7278/2003 dated 20.09.2003.
- D. The previous owners Shri M. Venu and two others and the Original Owners have reached into an understanding for participating in the open auction and upon confirmation of the auction the sale consideration was arranged and paid by pooling the resources of all the seven participants (i.e., previous owners Shri M. Venu and two others and all the four VENDORS). The Scheduled Land was agreed to be purchased jointly with all the seven persons having broadly the following share.
- 3/7 of the share will be held by M. Venu and two others equally i.e., each person will have 1/7 share.
 - Balance 4/7 of the share will be held by the remaining four persons as follows:
 - Shri. B. Anand Kumar – 27% of 4/7 share i.e., 15.42%
 - Shri. N. Kiran Kumar – 20% of 4/7 share i.e., 11.42%
 - Shri. M. Kanta Rao – 37% of 4/7 share i.e., 21.16%
 - Shri. K. Kanta Reddy – 16% of 4/7 share i.e., 9.15%
- E. In continuation and completion of the auction process and on receipt of the entire bid amount, the Government of Andhra Pradesh represented by District Revenue Officer and Additional District Magistrate, R. R. District have executed Deed of Conveyance of land dated 9.09.2004 in favour of seven persons namely three previous owners and four Original Owners herein. This conveyance deed is registered as document no. 9210/2004 and is registered at the office of the Sub Registrar, Shameerpet R. R. District.

For Bhargavi Developer's

Partner's

For Bhargavi Developer's

Partner's

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F. The previous owners Shri M. Venu, Shri G. Madhu Sudhan and Shri K.V. Rama Rao have executed a Release Deed dated 27.10.2004, releasing their 3/7 share admeasuring Ac. 1-13.13 Gts., in favour of Original Owners for a consideration. This Release Deed is registered as document no. 9246/2004 at the office of the Sub Registrar, Shameerpet R. R. District. The share in land ownership of the Original Owners upon execution of this release deed is as under:

- | | |
|------------------------------------|-------|
| a. Shri. B. Anand Kumar | - 27% |
| b. Shri. N. Nara Reddy Kiran Kumar | - 20% |
| c. Shri. M. Kanta Rao | - 37% |
| d. Shri. Kanta Reddy | - 16% |

The above said four persons namely Shri B. Anand Kumar and three others have together joined into partnership to run the business under the name of M/s. Bhargavi Developers, the Vendor herein. The partnership is evidenced by a Deed of Partnership dated 30.07.2004. The profit sharing ratios of the partners is in the same ratio as their ratio of share in the land holding as given in clause (h) above which is in evidence of their understanding as to their respective share in the Scheduled Land.

G. The Original Owners have sold the Scheduled Land to M/s. Paramount Builders, a registered partnership firm (hereinafter referred to as the Firm) and the Vendor by way of Agreement of Sale cum General Power of Attorney, registered as document nos. 16413/06 and 16412/06, dated 31.10.2006 and 31.10.2006, respectively. By virtue of the said agreement of sale cum general power of attorney, M/s. Paramount Builders and the Vendors herein have become owners of undivided share of land admeasuring Ac. 2-03 Gts., and Ac. 1-01 Gts., respectively.

H. The Firm and the Vendor have agreed to jointly develop the entire Scheduled Land by constructing residential apartments under a group housing scheme called as 'PARAMOUNT RESIDENCY'.

I. The Original Owners, the Firm and the Vendor hereto have applied to the Urban Development Authority for obtaining necessary building construction and other permissions at the cost of the Firm. The permissions have been received from HUDA vide their Proceeding No. 6008/P4/Plg/HUDA/2006, dated 14.09.2006. In accordance with the sanctioned plan in all 260 number of flats in 6 blocks aggregating to about 2,28,800 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.

J. The Firm and the Vendor for the purposes of joint development of the scheduled land have reached into an understanding whereby they have purchased their respective shares as mentioned above in the total land area of Ac. 3-04 Gts. To give effect to this broad understanding, the M/s. Paramount Builders and the Vendor have executed following documents:

- Joint Development Agreement, registered as document no. 16768/06, dated 31.10.2006.
- Agreement of Sale-cum General Power of Attorney in favour of the Firm, registered as document no. 16413/06, dated 31.10.2006.
- Agreement of Sale-cum General Power of Attorney in favour of the M/s. Bhargavi Developers, registered as document no. 16412/06, dated 31.10.2006.

The above documents are registered with the office of the Sub-Registrar Office, Shameerpet.

For Bhargavi Developers's

For Bhargavi Developer's



Partner's



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 a parking space, as a package, as detailed here below in the residential apartment named as Paramount Residency, being constructed on the Scheduled Land (such apartment hereinafter is referred to as the 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:

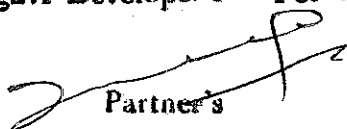
- a) Semi-deluxe Apartment No. 403 on the fourth floor in block no. 'A', admeasuring 1075 sft. of super built-up area (i.e., 860 sft. of built-up area & 215 sft. of common area) of super built-up area.
 - b) An undivided share in the Schedule Land to the extent of 70.50 Sq. Yds.
 - c) A reserved parking space for two wheeler on the stilt floor bearing no. 30, admeasuring about 15 sft.
2. That the total sale consideration for the above shall be Rs. 15,51,250/- (Rupees Fifteen Lakhs Fifty One Thousand Two Hundred and Fifty Only). The break-up of such sale consideration is as under:
 - (a) Towards undivided share of land Rs. 10,30,300/-.
 - (b) Towards cost of construction, parking, amenities, etc. Rs. 5,20,950/-.
 3. That the Buyer has paid an amount of Rs. 10,000/- 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. 15,41,250/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	75,000/-	10 th May 2007
Installment II	2,09,464/-	25 th May 2007
Installment III	2,09,464/-	01 st July 2007
Installment IV	2,09,464/-	01 st October 2007
Installment V	2,09,464/-	31 st December 2007
Installment VI	2,09,464/-	01 st April 2008
Installment VII	2,09,464/-	01 st July 2008
Installment VIII	2,09,466/-	01 st October 2008

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 20 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.

For Bhargavi Developer's **For Bhargavi Developer's**


Partner's

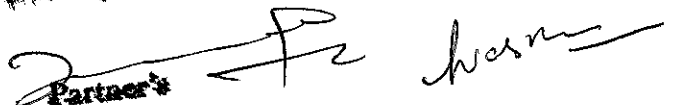
 
Partner's

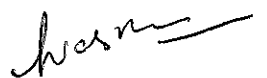
22. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration 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.
23. 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.
24. 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 Paramount Residency Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
25. 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.
26. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, whichever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
27. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
28. That the Buyer shall become a member of the Paramount Residency Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.

For Bhargavi Developer's


Partner's

For Bhargavi Developer's


Partner's



SCHEDULE 'C'

<u>SPECIFICATIONS FOR CONSTRUCTION</u>		
Item	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring - Drawing & Dining	Ceramic tiles	Marble slabs
Flooring - Bedrooms	Ceramic tiles	Marble tiles
Door frames	Wood (non-teak)	Wood (non-teak)
Doors	Panel main door, others flush doors	All panel doors
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Branded CP Fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes
Lofts	Lofts in each bedroom & kitchen	Lofts in each bedroom & kitchen

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

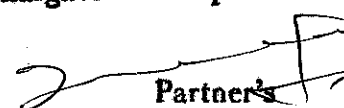
WITNESSES:

1.

For Bhargavi Developer's

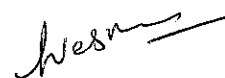

Partner's

For Bhargavi Developer's


Partner's

VENDOR

2.



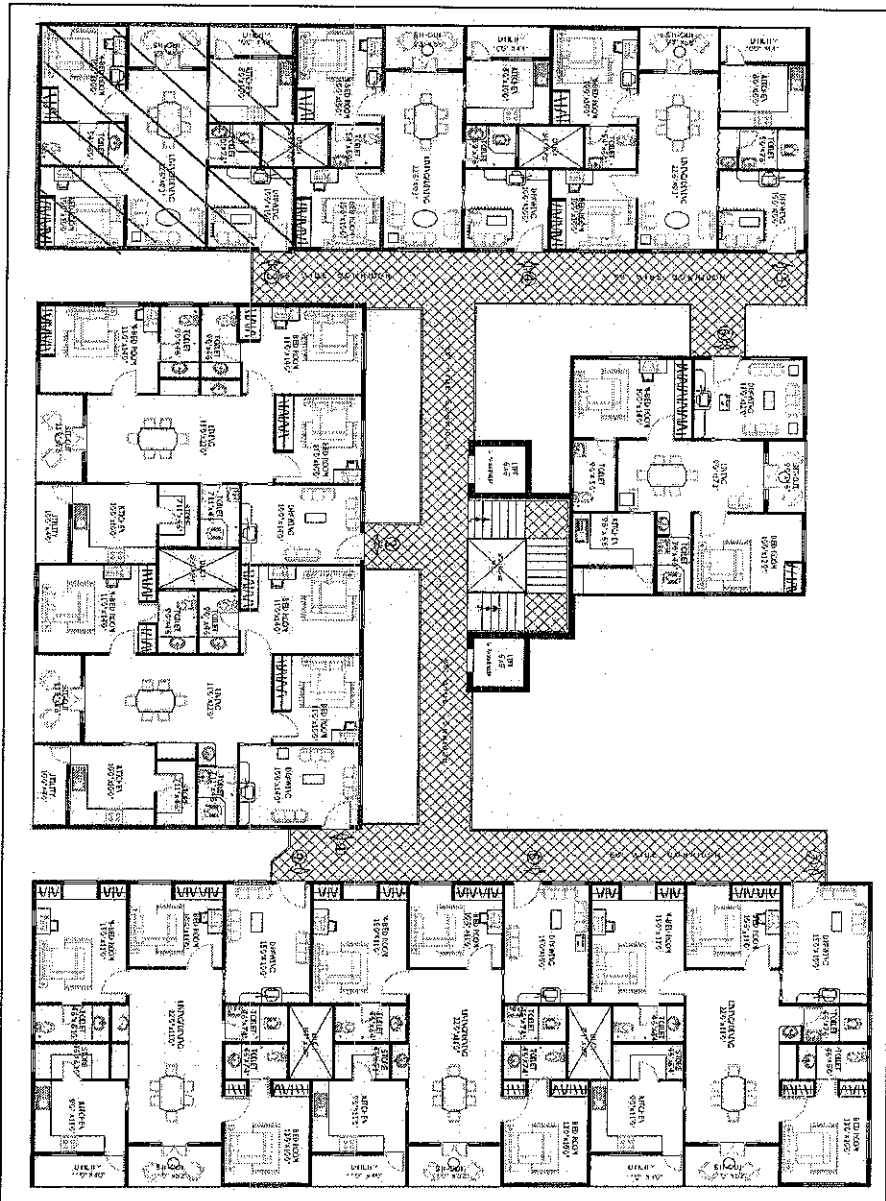
BUYER

Plan showing Apartment No. 403 on the fourth floor in block no. 'A' of Paramount Residency at Surv No. Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red and bound as under:

Vendor: M/s. Paramount Builders
Buyer: Mrs. Syeda Nasreen
Flat area: 1075 sft.
Undivided share of land: 70.50 sq.yds

Boundaries :

North by: Flat No. 404
South by: Open to sky
East by: Open to sky & 6' wide corridor
West by: Open to sky



WITNESSES:

- 1.
- 2.

For Bhargavi Developer's

For Bhargavi Developer's

[Signature]
Partner's

[Signature]
VENDOR
Partner's

[Signature]
BUYER