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ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

Date: 01-10-2007 Serial No: 18,106 Denomination: 100

H 225486

Purchased By :

K.P.REDDY
S/O K.PADMA REDDY
HYDERABAD

[Signature]
 Sub Registrar
 Ex-Officio Stamp Vendor
 S.R.O. UPPAL

For Whom :

ALPINE EASTATES
SECUNDERABAD

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 17th day of October 2007 at Secunderabad 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 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignees, etc).

IN FAVOUR OF

Mrs. A. Uma Devi, wife of Mr. A. K. Pratap, aged about 41 years, residing at 305, Radha Krishna Towers, Street No. 8, Habsiguda, Hyderabad - 500 007, 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.).

For ALPINE ESTATES

For ALPINE ESTATES

[Signature]
 Partner

[Signature]
 Partner

x A. Uma Devi

WHEREAS:

- A. The Vendor is the absolute owner and is possessed of all that land forming a 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, admeasuring Ac. 4-11 Gts., (hereinafter the said land is referred to as "**The SCHEDULE LAND**") having purchased the same by virtue of registered Agreement of Sale cum General Power of Attorney with Possession dated 31.03.2007 bearing document no. 4591/07, duly registered at the office of the Sub-Registrar, Uppal, R.R. District executed in favour of the Vendor by the former owners M/s. Mayflower Heights. The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement.
- B. Originally, the Schedule Land belonged to a partnership firm M/s. Mayflower Heights, having purchased the same by virtue of a registered sale deeds dated 16.09.2006 and 23.09.2006 bearing document nos. 15639/06 & 14056/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R.R. District, executed by its former owners viz., (1) Mrs. M. Geetha, W/o. Mr. N. Krishna Rao and (2) Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, both represented by their General Power of Attorney Holder Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing residential apartments consisting of 3 blocks and certain common amenities named as 'MAYFLOWER HEIGHTS'.
- D. The Vendor has obtained the necessary technical approval from HUDA and Kapra Municipality vide permission no. 14013/P4/Plg/H/2006, dated 23/03/2007.
- E. The Buyer is desirous of purchasing apartment no. 111 on the first floor in block no. 'B' in the proposed residential apartment known as MAYFLOWER HEIGHTS and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment.
- F. 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 Mayflower Heights. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- G. 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. 27,00,000/- (Rupees Twenty Seven Lakhs Only) and the Buyer has agreed to purchase the same.
- H. The Buyer has made a provisional booking vide booking form no. 1167 dated 13th October 2007 for the above referred apartment and has paid a booking amount of Rs. 25,000/- to the Vendor.
- I. 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.

For ALPINE ESTATES For ALPINE ESTATES


Partner


Partner



14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
15. That the Buyer has examined the title deeds, plans, 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 Buyer shall not hereafter, raise any objection on this account.
16. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
17. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.
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 'Mayflower Heights' and the name thereof shall not be changed.
21. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 1st April 2009, 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.

FOR ALPINE ESTATES FOR ALPINE ESTATES


Partner


Partner



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 Mayflower Heights 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.
27. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, which ever 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.
28. 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.

For ALPINE ESTATES For ALPINE ESTATES


Partner

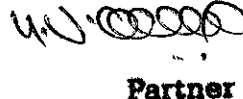

Partner

* A. Umarani

29. That the Buyer shall become a member of the Mayflower Heights 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. The Buyer shall pay a sum of Rs. 10,000/- & Rs. 15,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.
30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
31. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer 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.
34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

For ALPINE ESTATES For ALPINE ESTATES


Partner


Partner



SCHEDULE 'A'

SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-11 Gts., forming part of Sy. 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 Apartment No. 111 on the first floor in block no. 'B' admeasuring 1175 sft. of super built-up area (i.e., 940 sft. of built-up area & 235 sft. of common area) together with proportionate undivided share of land to the extent of 58.75 sq. yds. and reserved parking space for one car bearing no. B 6, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky & Flat No. 112
South By	Flat No. 110 & Open to sky
East By	6' wide corridor & Open to sky
West By	Open to sky


WITNESSES:

- 1.
- 2.

For ALPINE ESTATES


Partner

For ALPINE ESTATES


Partner
VENDOR


BUYER

SCHEDULE 'C'

SPECIFICATIONS		
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	
<p>Note:</p> <ol style="list-style-type: none"> 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 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.

2.

For ALPINE ESTATES For ALPINE ESTATES

[Signature]
Partner

[Signature]
Partner

VENDOR

A. Chandra

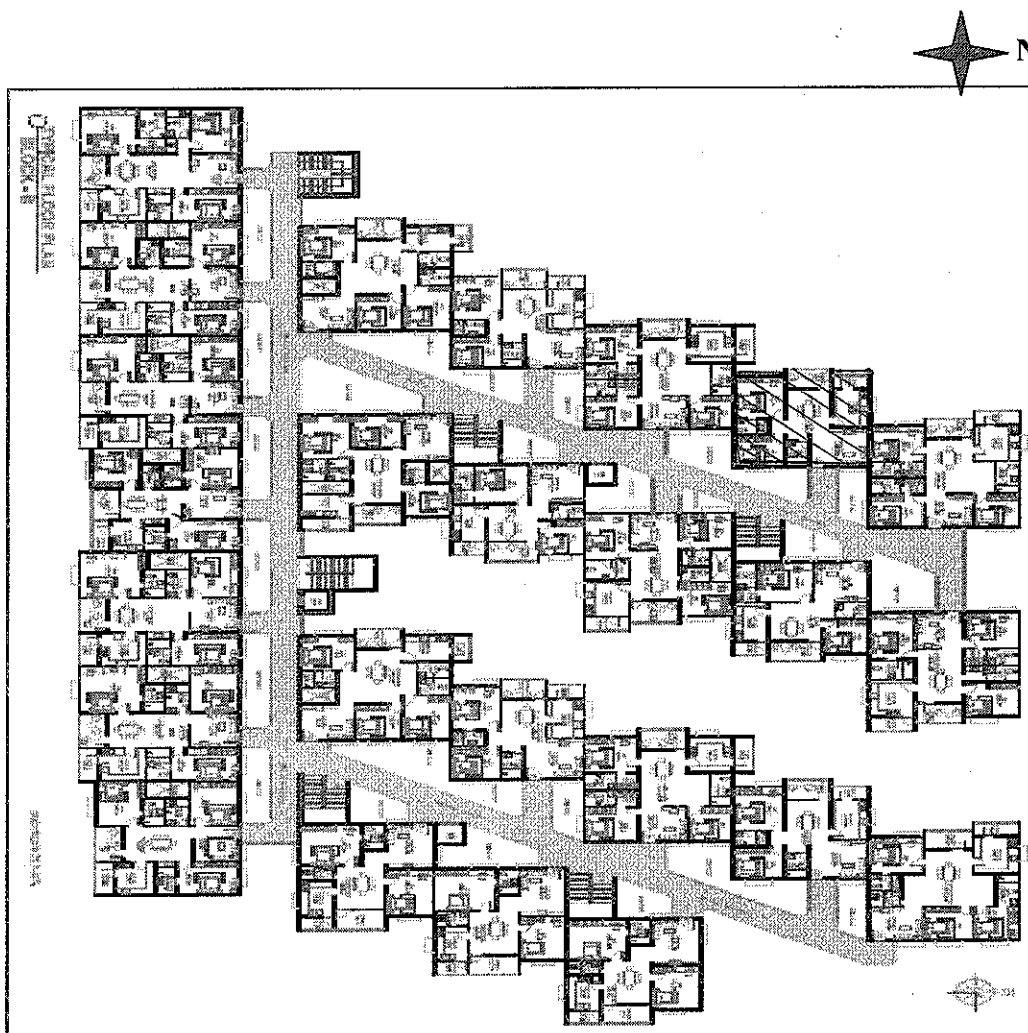
BUYER

Plan showing Apartment No. 111 on the first floor in block 'B' of 'May Flower Heights' at Premises No. 3-3-27/1, Mallapur, Near Nacharam, Hyderabad – 500 076.

Vendor: M/s. Alpine Estates
Buyer: Mrs. Uma Devi
Flat area: 1175 Sft.
Undivided share of land: 58.75 Sq.Yds.

Boundaries :

North by: Open to sky & Flat No. 112
South by: Flat No. 110 & Open to sky
East by: 6' wide corridor & Open to sky
West by: Open to sky



FOR ALPINE ESTATES FOR ALPINE ESTATES

WITNESSES:

- 1.
- 2.

[Handwritten Signature]
Partner

[Handwritten Signature]

Partner
VENDOR

[Handwritten Signature]
BUYER