

<u>ತಲಂಗಾಣ</u> S.No. 5155 Date: 13-05-2016

Sold to: D. PAVAN KUMAR

S/o. D. ANJANEYULU

For Whom: M/s. VISTA HOMES,

K.SATIST KUMAR LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-029/2015 Plot No.227, Opp.Back Gate of City Civil Court, West Marredpally, Sec'bad. Mobile: 9849355156

# AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 23<sup>rd</sup> day of June 2016 at Secunderabad by and between:

- 1. M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2<sup>nd</sup> 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: Buisiness, resident of Uttam Towers, D. V. Colony, Secunderabad -500003, 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, Jubliee 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. Visata Homes, registered Partnership Firm having its office, at 5-4-187/3 & 4. 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500003., hereinafter referred to as the 'Vendor'

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## In favour of

1. Mrs. Aitha Sai Pravalika, wife of Mr. Gangishetti Saikrishna aged about 24 years and 2. Mr. Gangishetti Saikrishna, son of Mr. Gangishetti Ramesh, aged about 26 years both residing at Plot no 851 & 852, Flat no 403, Surya P.P.R Enclave, Defence Colony, Sainikpuri, Hyderabad-500094, 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 ofLand
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 Gopaiah.
  - Smt. Sana Bhagya Laxmi, W/o. Shri. SanaYadi 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.

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- 17. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
- 18. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales tax, VAT, service tax or any other similar levy that is leviable or may become leviable with respect to the sale or construction of the Scheduled Flat, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.
- 19. That the possession of the Scheduled Flat shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the Scheduled Flat back to the Vendor for the purposes of carrying out construction of the flat thereon and for providing other amenities which are part and parcel of the Vista Homes. The Vendor shall re-deliver the possession of the completed flat to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
- 20. The Vendor agrees to deliver the Scheduled Flat completed in all respects on or before 15.09.2016 with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Vendee shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sft per month, being the average expected rent for the Schedule Flat. The Vendee shall be entitled to such a compensation for delay in completion, if and only if, the Vendee has paid the entire sale consideration to the Vendor. The Vendee agrees to limit their claims for delay in completion to the said amount.
- 21. That in event of any delay in the completion of the construction of the Scheduled Flat and delivery of possession of the said flat 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 Vendee shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed.
- 22. That upon completion of construction of the Scheduled Flat the Vendor shall intimate to the Vendee the same at his last known address and the Vendee 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 Vendee shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association.

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- 37. That the Vendee or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Vendee shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Vista Homes. To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (b) Use the flat for any illegal, immoral, commercial & business purposes. (c) Use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Vista Homes (d) Store any explosives. combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use.
- 38. That the Vendee 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 Scheduled Flat on account of joint ownership of the same by a number of persons.
- 39. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form, sale deed and agreement of construction, as amended from time to time, shall be deemed to be the part of this agreement unless otherwise specifically waived and /or differently agreed upon in writing.
- 40. That the Vendee shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each flat. 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 flat and the transfer of all or any rights therein shall only be subject to such conditions.
- 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. These expressions shall also be modified and read suitably wherever the Vendee is a Firm, Joint Stock Company or any Corporate Body.

44. 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.

For VIST

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#### SCHEDULE 'A'

## SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 5-25 Gts., in Sy. Nos. 193 (Ac.2-21 Gts.) 194 (Ac.1-02 Gts.) & 195 (Ac.2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

### SCHEDULE 'B'

### **SCHEDULE OF APARTMENT**

All that portion forming a deluxe apartment bearing flat no. 406 on the fourth floor, in block no. 'B' admeasuring 950 sft., of super built-up area (i.e., 760 sft. of built-up area & 190 sft. of common area) together with proportionate undivided share of land to the extent of 57.71 sq. yds., and a reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as "Vista Homes", forming part of Sy. Nos. 193, 194 and 195, situated at Kapra 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	100
West By	6'-6" wide corridor	

**WITNESSES:** 

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For VISTA HOMES

Partner

For VISTA HOMES

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## **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

## Luxury flat (same as deluxe flat with following additions):

Fully furnished flat with:

- Drawing: Sofa set 2 + 1 + 1 or 2 + 2, centre table, 1 side table, TV unit
- Dinning: 6 seater dining table with chairs in solid wood, buffet cabinet
- Master bedroom: Queen size bed with two night stands in solid wood, 6'x7' wardrobe, laminated wooden flooring, dressing table
- Other bedrooms: Queen size bed with two night stands or a pair of single beds with 1 night stand in solid wood, 4'x7' wardrobe.
- Soft furnishings:
  - > Highlighted or textured wall paint on 1 wall in each room
  - > Light fittings and fans for all rooms
  - > Mirrors in bathrooms
  - > Curtains in all rooms
  - Mattress, pillows and bedspread for all beds.
  - Decorative lamps, wall hangings, cushions, planters, rugs for all rooms as per design requirement.

#### 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 mime without prior notice.

9. Specifications / plans subject to change without prior notice

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Plan showing Flat No. 406 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. Mrs. Aitha Sai Pravalika

2. Mr. Gangisetti Saikrishna

Flat area:

950 sft.

Undivided share of land:

57.71 sq.yds

## **Boundaries:**

North by: South by:

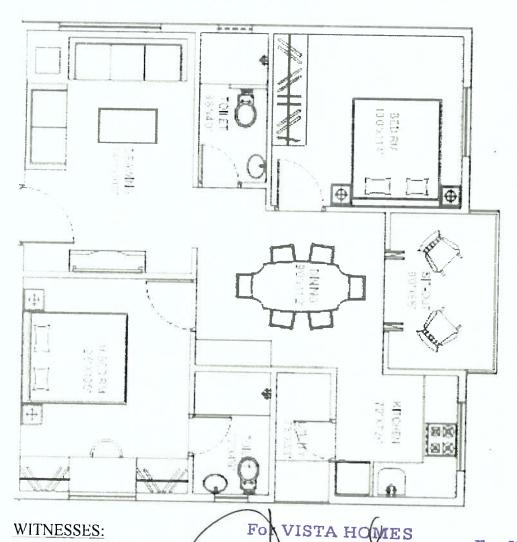
Open to Sky Open to Sky

East by: West by:

Open to Sky

6'-6" wide corridor

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