Authorization form for handing over the possession of Flat in 'Vista Homes'

ĺ	r lat No.	H-003	7		
	Name of Buyer	Mr. Ramaiah	l		

A	Total sale consideration.	25,70,000/-	
B.	Less: Discount for on time payments.	Nil	
C.		1,54,200/- + 4,300/- + 32,125/- (free regn, vat and stamp duty) + 300/- +261/-	
D.	Add: Reg. Charges	1,54,200/-	
E.	Add: VAT	32,125/-+300/-	
F.	Add: Service Tax.	261/-	
G Add Fitz Sing Ol		6,000/- Subject to Approx	
H.	Add: Misc. Charges	4,600/-	
I.	Less: Amount paid	25,70,000/-	
J.	Add: Interest Amount to be charged		
K.	Balance amount Due	6,300/-	
L.	Refund if any		
	Remarks:		
	Corpus fund Rs.15,000/- to be collected		
	Maintenance charges @ Po(1200) 1256		
	Membership fee of Rs.50/- to be collected.		
М	Interest Amount as calculated	14,420/-	
N	Service Tax paid to department	No	
0	Service Tax security deposit to be collected	Yes	
Р	Maintenance charges due from	May 2016	

	Check List	Yes / No
1.	Buyer has been informed that Maintenance Charges are due from date of completion & not occupation.	Yes
2.	Buyer has signed the Association Membership Form & Undertaking	
3.	No Due Certificate signed	
4.	6 PDC for Maintenance Charges collected	
5.	Buyer has signed Electricity Transfer form & Affidavit on stamp paper	
6.	Service Tax & VAT Undertaking collected	

Authorized by: Managing Par Soham Modi G. B. Ram Babu Rajalaxmi J Samba Siva Rao Date: Date: Date: Date Note: 1. Update Sale Completed as 'Yes' in the database.
2. Give a copy of Owners Association rule to the buyer.



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S.No. 17623 Date:23-12-2015

Sold to: PAVAN KUMAR

S/o. ANJANEYULU

For Whom: VISTA HOMES.

D 890555

K.SATISH 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 11th day of February 2016 at Secunderabad by and between:

- M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd 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: Business, resident of Uttam Towers, D. V. Colony, Secunderabad -500 003, 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.
- 32. 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. Vista Homes, a registered Partnership Firm having its office,
- at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500003., Hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor

No. 2 respectively.

Partner

FOR VISTA HOMES

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In favour of

1. Mr. Mogulla Ramaiah son of Late Mr. M. Papaiah aged about 69 years and 2. Mrs. Mogulla Susheela wife of Mr. Mogulla Ramaiah aged about 52 years, residing at Plot No. 06, Vikas nagar Colony, Subash Reddy Complex, Nagaram, 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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Page 2 of 12

H-003 sale agr

- F. The Vendor proposes to develop the Scheduled Land by constructing about 403 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.
- G. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes'.
- H. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and Flat no. H-003 and also about the capacity, competence and ability of the Vendor to construct the flat thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Vista Homes. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- I. The Vendee is desirous of purchasing flat/apartment no. 003 on the ground floor, in block no. H' and car parking space as a package in the proposed residential complex known as Vista Homes and has approached the Vendor.
- J. The Vendee has made a provisional booking vide booking form no. 1261 dated 04.01.2016 for the above referred flat and has paid a booking amount of Rs. 25,000/- to the Vendor.
- K. 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 Vista Homes, 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. 003 on the ground floor, in block no. 'H' admeasuring 950 sft. of super built up area.
- b) An undivided share in the Schedule Land to the extent of 57.71 Sq. yds.
- c) A reserved parking space for single car in the basement admeasuring about 100 sft.
- 2. That the total sale consideration for the above shall be Rs. 25,70,000/- (Rupees Twenty Five Lakhs Seventy Thousand 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
04.01.2016 cheque no Rs. 25,000/-

For VSTA HOMES

Partner

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Page 3 of 12

H-003 sale agr

4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 25,45,000/- 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 bbabu44@gmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.

Installment	Installment Due date for payment	
I	19.01.2016	2,00,000/-
II	04.02.2016	3,85,000/-
III	III Within 7 days of completing slab	
IV	IV Within 7 days of completing brick work and	
	internal plastering	
	Within 7 days of completing flooring, bathroom	3,90,000/-
	tiles, doors, windows & first coat of paint	
V On completion		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.

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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.

Partner

For VISTA HOMES

Partner

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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 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 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 flat bearing no. 003 on the ground floor, in block no. 'H' 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 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	2
South By	Open to sky	
East By	Open to sky	
West By	6'- 6" wide corridor	

WITNESSES:

1.

Partner

FOR VISTA HOMES

VENDOR

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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

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

Partner

FOR VISTA HOME

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Plan showing Flat No. 003 on the ground floor in block no. 'H' 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. Mr. Mogulla Ramaiah

Flat area:

2. Mrs. Mogulla Susheela 950 sft.

Undivided share of land:

57.71 sq.yds

Boundaries:

North by:

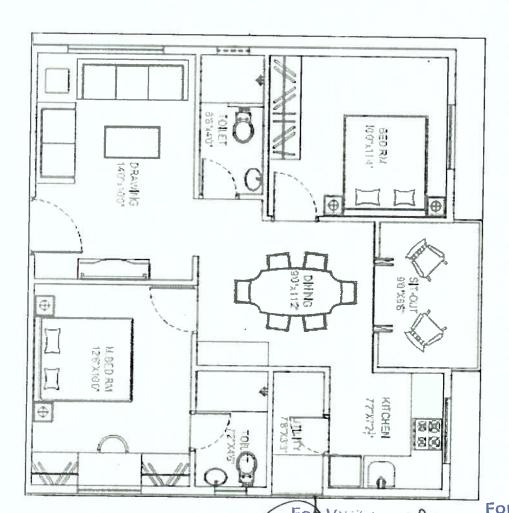
Open to sky

South by: East by:

Open to sky Open to sky

West by:

6'- 6"wide corridor



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WITNESSES:

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