

B.27



ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

[Signature] T 190279

Sl.No. 52079 Date 16/11/2010 Rs. 100
 Sold to Satish
 S/o. P/o. W/o. S. Kumar
 For Whom Kadakia & Modi Housing

K. SATISH KUMAR
 SVL.No.13/2000 R.No.16/2009
 S-2-30, Premavathipet (V),
 Rajendranagar (M), R.R. Dist.

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 14th day of June 2011 at Secunderabad by and between:

M/S. KADAKIA & MODI HOUSING, a registered partnership firm having its office at 4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

Mr. Abdul Hameed, son of Mr. Abdul Rahaman, aged about 58 years residing at Moin Manzil, H. No. 567-1/1, Krishna Nagar, Guntur - 522 006, hereinafter referred to as the Vendee (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

~~Mr. Parthiv and~~ **Modi Housing**
[Signature]
 Partner

x *[Signature]*

WHEREAS:

- A) The Vendor is the absolute owner and possessor of the land admeasuring about 25,250 Sq.yds, forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Sq.yds.)
1.	12499/2006	30.08.2006	1139	5050 Sq.yds
2.	8096/2006	30.05.2006	1139	5050 Sq.yds
3.	8097/2006	30.05.2006	1139	5050 Sq.yds
4.	8098/2006	30.05.2006	1139	5050 Sq.yds
5.	11482/2006	10.08.2006	1139	5050 Sq.yds
Total Extent of Land				25250 Sq.yds

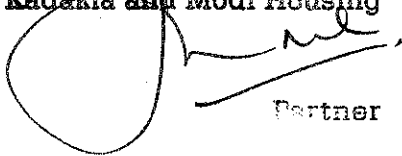
All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R. R. District and are executed by the following owners:

- Smt. Immanni Sathyaveni W/o. Shri. Sheshagiri Rao
- Shri. Immanni Ravi Kiran S/o. Shri. Sheshagiri Rao
- Shri. Immanni Sathyanarayana Krishna Prasad S/o. Shri. Sheshagiri Rao
- Smt. Immanni Seetha Mahalaxmi W/o. Shri. P. Ranjit

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

- B) The Former Owners purchased the land from the pattedars of the land vide Sale Deed bearing No. 2674/89 dated 18.04.1989. Vide proceeding of the Mandal Revenue Officer bearing no. B/2190/1989 dated 02.06.1989 the names of the Former Owners were mutated in the revenue records and patta passbooks/title books were issued to them.
- C) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and have obtained a permit for building construction from HUDA vide Permit No. 660/MP2/PIg/HUDA/07 dated 12/05/2007. The proposed project of development is styled as 'BLOOMDALE'.
- D) The Vendor proposes to develop the Scheduled Land by constructing about 72 independent Bungalows of similar size, similar elevation, same colour scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed Bungalows 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.

For Kadakia and Modi Housing


Partner

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- E) The Vendor in the scheme of the development of Bloomdale has planned that the prospective buyers shall eventually become the absolute owners of the identifiable land (i.e., plot of land) together with independent bungalow constructed thereon. For this purpose the Vendor and the Vendee are required to enter into three separate agreements, one with respect to the sale of land, second with respect to development charges on land and the third with respect to the construction of the bungalow. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing construction of the bungalow.
- F) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 27 and also about the capacity, competence and ability of the Vendor to construct the bungalows thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Bloomdale.
- G) The Vendee is desirous of purchasing a plot of land together with a bungalow to be constructed thereon as detailed below in the project Bloomdale and the Vendor is desirous of selling the same:

Plot No.	Extent of land	Type of Bungalow	Built-up Area	Portico Area	Terrace Area	Total Area
27	178 Sq. yds.	Deluxe	1605 sft	117 sft	109 sft	1831 sft

- H) The Vendee has made a provisional booking vide booking form no. 1074 dated 11.06.2011 for the above referred bungalow 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 recording the same into writing.

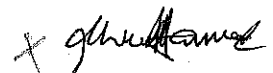
NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor plot of land admeasuring about 178 sq. yds. bearing plot no. 27 in BLOOMDALE situated at Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District together with a Semi-deluxe bungalow to be constructed thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the bungalow to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 38,50,000/- (Rupees Thirty Eight Lakhs Fifty Thousand Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 1,78,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs. 13,62,000/-
C.	Total towards land cost (A+B)	Rs. 15,40,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 23,10,000/-
E.	Total sale consideration (C+D)	Rs. 38,50,000/-

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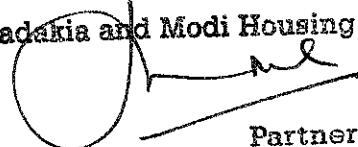
2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

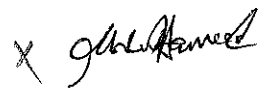
Date	Mode of Payment	Amount
02.06.2011	Transfer	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 38,25,000/- to the Vendor as under:

Installment	Amount	Due date for payment
I	Rs. 2,00,000/-	15.06.2011
II	Rs. 21,50,000/-	15.08.2011
III	Rs. 6,00,000/-	15.08.2011
IV	Rs. 1,50,000/-	15.09.2011
V	Rs. 2,50,000/-	On completion of flooring, tiles and painting
VI	Rs. 4,75,000/-	On completion

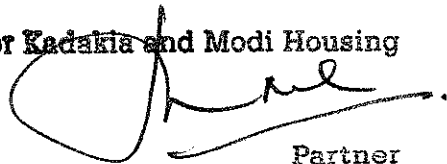
4. That the Vendee shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
5. In case the Scheduled bungalow is completed before the scheduled 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 in 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 Bungalow, notwithstanding the installments and due dates mentioned above.
6. That the Vendee at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Vendee shall endeavor 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 what so ever 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.
7. That in case of delay in the payment of installments for more than 1 month from the due this agreement shall stand cancelled and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges:
- In case of failure of the Vendee to obtain housing loan within 7 days of this agreement, 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/-
 - In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
 - In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 10% of the agreed total sale consideration.

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8. That the Vendor covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages attachments etc. and they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for sale. The Vendor assures the Vendee that if there is any defect in the title to the Scheduled Property on account of which the Vendee has to incur damage/costs, the Vendor shall indemnify the Vendee fully and properly of such damage / costs.
- 9.* That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I, II and III installments aggregating to Rs. 29,50,000/-.
10. 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, agreement for development charges, etc. within a period of 60 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.
11. It is hereby agreed and understood explicitly between the parties hereto the Vendee 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 construction of the Bungalow under this agreement, or the sale deed, or the agreement for development charges, and/or the agreement of construction.
12. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land back to the Vendor for the purposes of carrying out construction of the Bungalow thereon and for providing other amenities which are part and parcel of the Bloomdale Project. The Vendor shall re-deliver the possession of the completed bungalow together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
13. That the Vendor agrees to deliver the Scheduled Property completed in all respects to the Vendee on or before 31st March 2012 with a further grace period of 6 months.
14. That the Vendee shall enter into a separate agreement with the Vendor for construction of the bungalow as per the specifications and other terms and conditions agreed upon. The Vendee shall also enter into a separate agreement with the Vendor for payment of development charges on land.
15. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee, the Agreement for Construction and Agreement for Development charges entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the Bungalow with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Plot as a security for obtaining housing loan for the purposes of purchase and construction of the proposed Bungalow in the Scheduled Plot.

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SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 27 admeasuring about 178 sq. yds, in the project known as Bloomdale forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District, marked in red in the plan annexed hereto (as Annexure I), bounded on:

North	Plot No. 26
South	Plot No. 28
East	30' wide road
West	Plot No. 47

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1831 sft. of built-up area to be constructed on the above said plot no. 27 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

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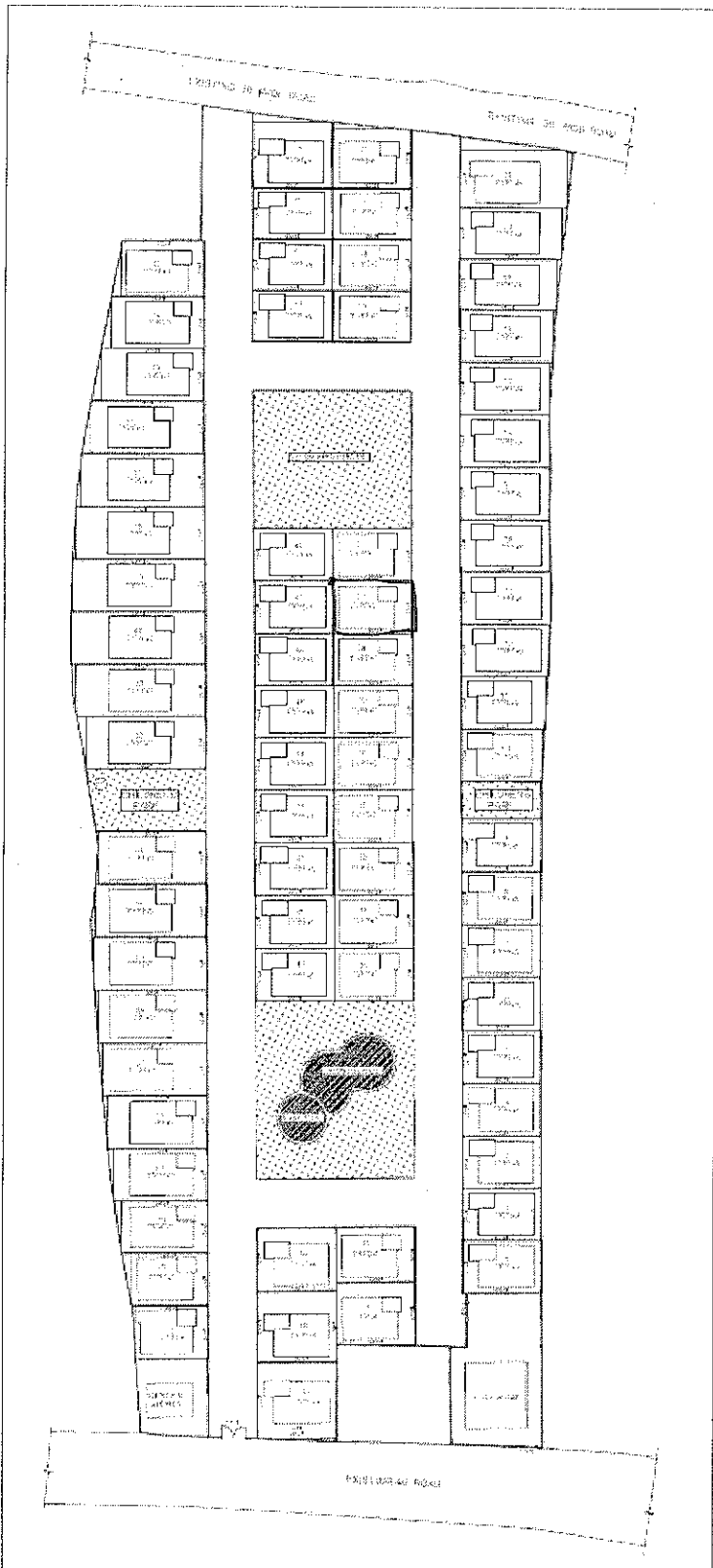
(Soham Modi) Partner
VENDOR

2.


x
VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 27 ADMEASURING ABOUT 178 SQ.YDS, (MARKED IN RED) IN THE PROJECT KNOWN AS 'BLOOMDALE', FORMING A PART OF SURVEY NO. 1139 OF SHAMIRPET VILLAGE, SHAMIRPET MANDAL, RANGA REDDY DISTRICT.



For Kadakia and Modi Housing

Partner

(SOHAM MODI)

VENDOR

VENDEE

ANNEXURE - II

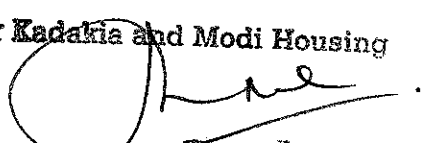
SPECIFICATIONS:

Item	Semi - Deluxe Bungalow	Deluxe Bungalow
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	Ceramic tiles	Choice of vitrified tiles or Marble in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors - Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able windows with grills	Powder coated aluminum or UPVC open-able windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing within MS banister	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink	Granite slab, 2 ft dado & SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes. Pressure booster pump for first floor bathrooms. Provision for solar heater.
Bathrooms	7' dado	7' dado with designer tiles & bathtub in master bedroom.
Water supply	24 hr water supply through community tank with 2,000 lts. individual overhead tank in each bungalow. Separate drinking water connection in kitchen.	24 hr water supply through community tank with 2,000 lts. individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

Note:

- Choice of 2 colours for interiors 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
- Changes to external appearance and colors shall not be permitted.
- Fixing of grills to the main door or balconies shall not be permitted.
- Change of doors or door frames shall not be permitted
- Changes in walls, door positions or other structural changes shall not be permitted.
- Only select alterations shall be permitted at extra cost.
- Specifications / plans subject to change without prior notice.

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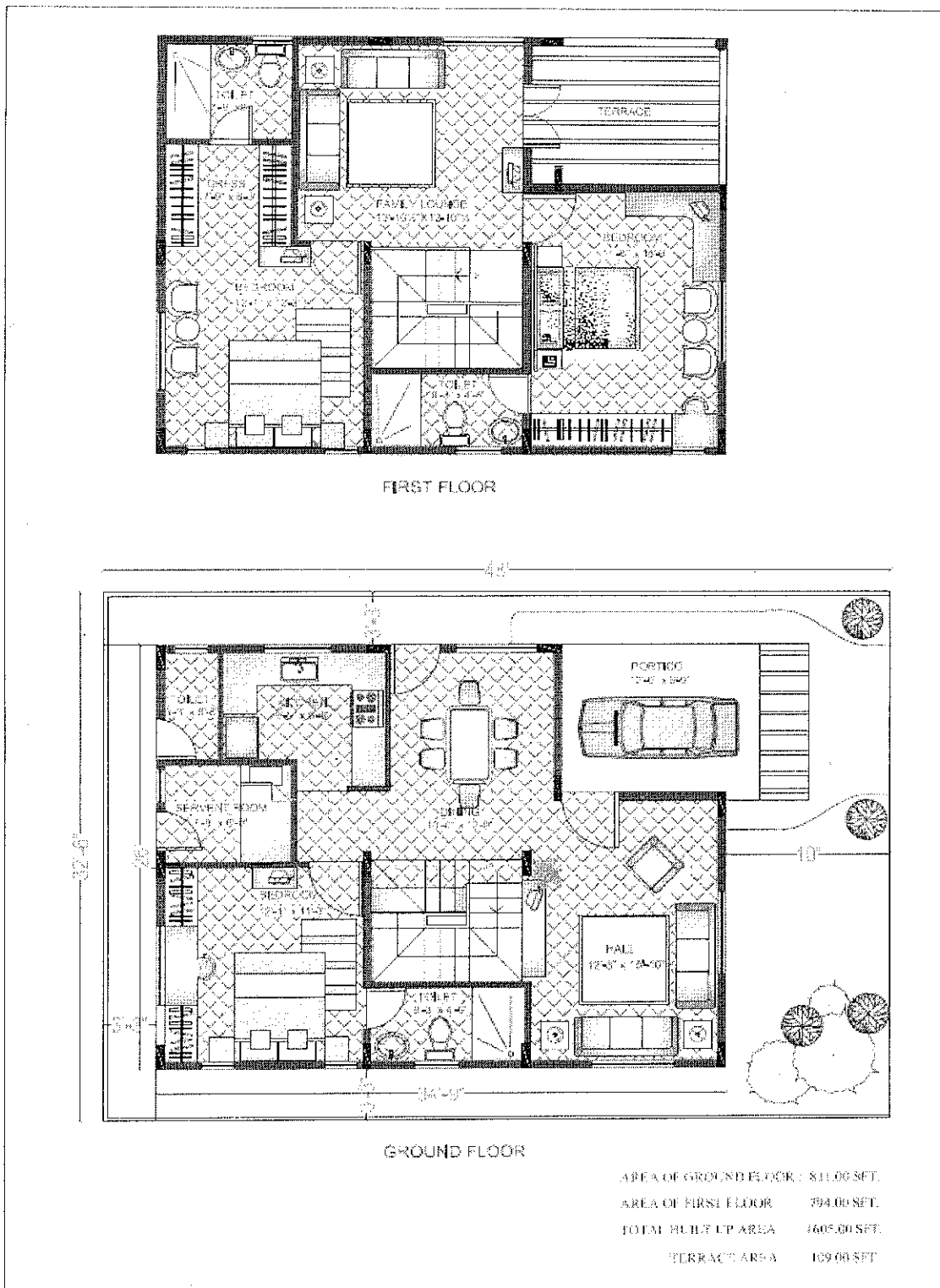

(SOHAM MODI) the
VENDOR



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V E N D E E

ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 27 ADMEASURING 1831 SFT. OF BUILT-UP AREA.



For Kadakia and Modi Housing

(Signature)
 Partner
 (SOHAM MODI)
 VENDOR

(Signature)
 X
 VENDEE