



ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

P 368278

Date : 06-11-2008 Serial No : 40,601 Denomination : 100

Purchased By :

G. VEKATESH
S/O.G. A. RAO
SECBA

For Whom :

KADAKIA & MODI HOUSING
SECBA


Sub Registrar
Ex.Officio Stamp Vendor
G.S.O., C&IG Office, Hyd

AGREEMENT OF SALE

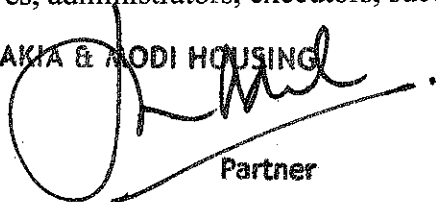
This Agreement of Sale is made and executed on this the 13th day of November 2008 at Secunderabad by and between:

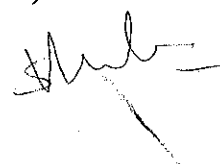
M/S. KADAKIA & MODI HOUSING, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignees, etc.)

AND

Mrs. S. Visala, wife of Mr. S. S. G. Vithal aged about 44 years, residing at 104, Vinayak Ramchander Residency, Padma Colony, Nallakunta, Hyderabad - 500044, hereinafter referred to as the Vendee (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc).

For KADAKIA & MODI HOUSING


Partner



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

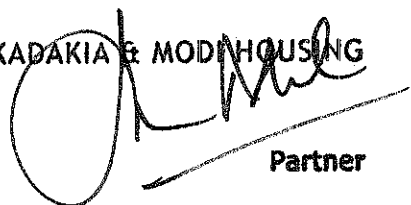
All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R. R. District and are executed by the following owners:

- Smt. Immani Sathyaveni W/o. Shri. Sheshagiri Rao
- Shri. Immani Ravi Kiran S/o. Shri. Sheshagiri Rao
- Shri. Immani Sathyanarayana Krishna Prasad S/o. Shri. Sheshagiri Rao
- Smt. Immani 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/Plg/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 & MODI HOUSING


Partner



- 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. 21 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.	Approx. extent of land	Type of Bungalow	Built-up Area
21	273 Sq. Yds.	Deluxe	1928 sft

- H) The Vendee has made a provisional booking vide booking form no. 1005 dated 1st October 2008 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.

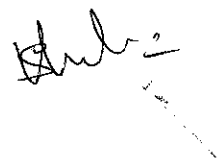
NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

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 273 sq. yds. bearing plot no. 21 in BLOOMDALE situated at Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District together with a 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. 50,00,000/- (Rupees Fifty Lakhs Only). The breakup of the total consideration is as under:

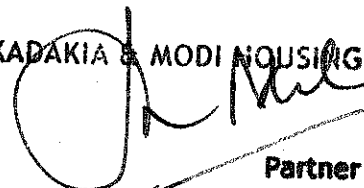
Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 2,73,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	Rs. 24,11,000/-
C.	Total towards land cost (A+B)	Rs. 26,84,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 23,16,000/-
E.	Total sale consideration (C+D)	Rs. 50,00,000/-

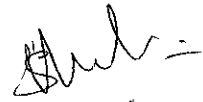
For KADAKIA & MODI HOUSING


Partner



8. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I and II installments aggregating to Rs. 22,00,000/-.
9. 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.
10. 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.
11. 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.
12. That the Vendor agrees to deliver the Scheduled Property completed in all respects to the Vendee on or before 31st December 2009 with a further grace period of 6 months.
13. 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.
14. 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.
15. That the name of the project which is styled by the Vendor as 'BLOOMDALE' shall always be called as such and shall not be changed.

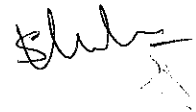
For KADAKIA & MODI HOUSING

Partner



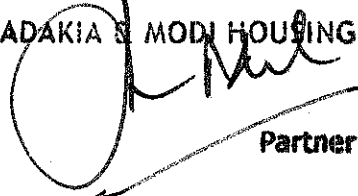
16. That the Vendee shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period ending upto 2020 and all the bungalows in the project of Bloomdale shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections. The Vendee shall not be permitted to install grills collapsible gats, shutters that may change the external appearance of the bungalow. The Vendee shall not be permitted to install any temporary structures in the terrace or balconies that may alter external appearance of the bungalow.
17. That the Vendee has examined the title deeds and other documents in respect of the Scheduled Land / Scheduled Property and is fully satisfied with regard to the title of the Vendor and the Vendee shall not hereafter raise any objection on this account.
18. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall not seek or cause the stoppage or stay of construction or related activity in the Bloomdale project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Vendor. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
19. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable assess, permission, assistance etc. to the Vendor or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the Bloomdale project and in respect to the Scheduled Property and also the adjoining areas.
20. That the draft of the Sale Deed, Agreement for Development charges, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV, Annexure V and Annexure VI respectively and is duly approved by the Vendee.
21. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure of any part of the Bungalow nor shall the Vendee make any additions or alterations in the Bungalow without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Bloomdale Project.
22. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Bloomdale Project and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor. If the Vendee ever fails to pay maintenance charges for his/her bungalow, the association shall be entitled to disconnect and stop providing all or any services to the scheduled bungalow including water, electricity, etc. The Vendee shall pay a sum of Rs. 50,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed bungalow.

For KADAKIA & MOD HOUSING

Partner



23. That the Vendee or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Vendee shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Bloomdale. To achieve this objective the Vendee, inter-alia shall not. (a) throw dirt, rubbish etc. in any open place, compounds roads etc. not meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Bloomdale. (d) Store any explosives, combustible materials or any other materials prohibited under any law.
24. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and /or differently agreed upon in writing.
25. 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.
26. 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 Vendor is a Firm, Joint Stock Company or any Corporate Body.
27. 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 KADAKIA & MODI HOUSING

Partner



SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 21 admeasuring about 273 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	30' wide road
South	Plot no. 20
East	Neighbour's Land
West	30' wide road


AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1928 sft. of built-up area to be constructed on the above said plot no. 21 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. 
11/2/08

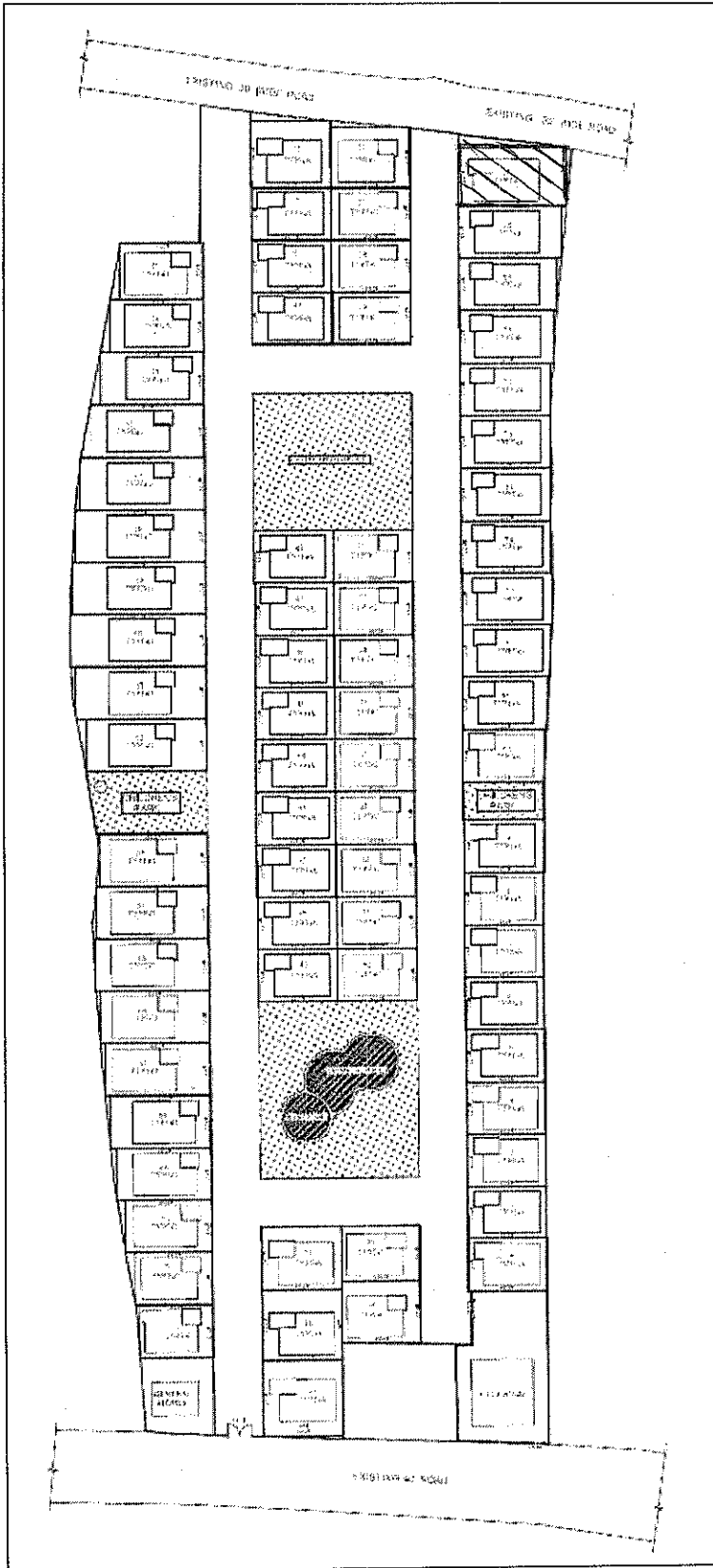
FOR KADAKIA & MODI HOUSING

Partner
(Soham Modi)
VENDOR

2.


VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 21 ADMEASURING ABOUT 273 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 & MODI HOUSING

[Handwritten Signature]
Partner

(SOHAM MODI)
VENDOR

[Handwritten Signature]

VENDEE

ANNEXURE – II

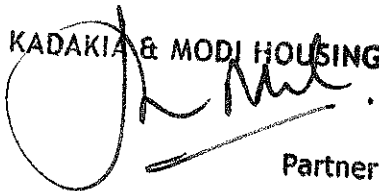
SPECIFICATIONS:

Item	Deluxe Bungalow
Structure	RCC
Walls	4”/6” solid cement blocks
External painting	Exterior emulsion
Internal painting	Smooth finish with OBD
Flooring	Choice of Marble slabs in all rooms or vitrified tiles
Door frames	Teak wood
Doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC open-able windows with grills
Sanitary	Parryware / Hindware or similar make
C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink
Plumbing	GI & PVC pipes. Pressure booster pump for first floor bathrooms. Provision for solar heater.
Bathrooms	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.

Note:

1. Choice of 2 colours for interiors 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
2. Change to external appearance and colors 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. Specifications / plans subject to change without prior notice.

For KADAKIA & MODI HOUSING



Partner

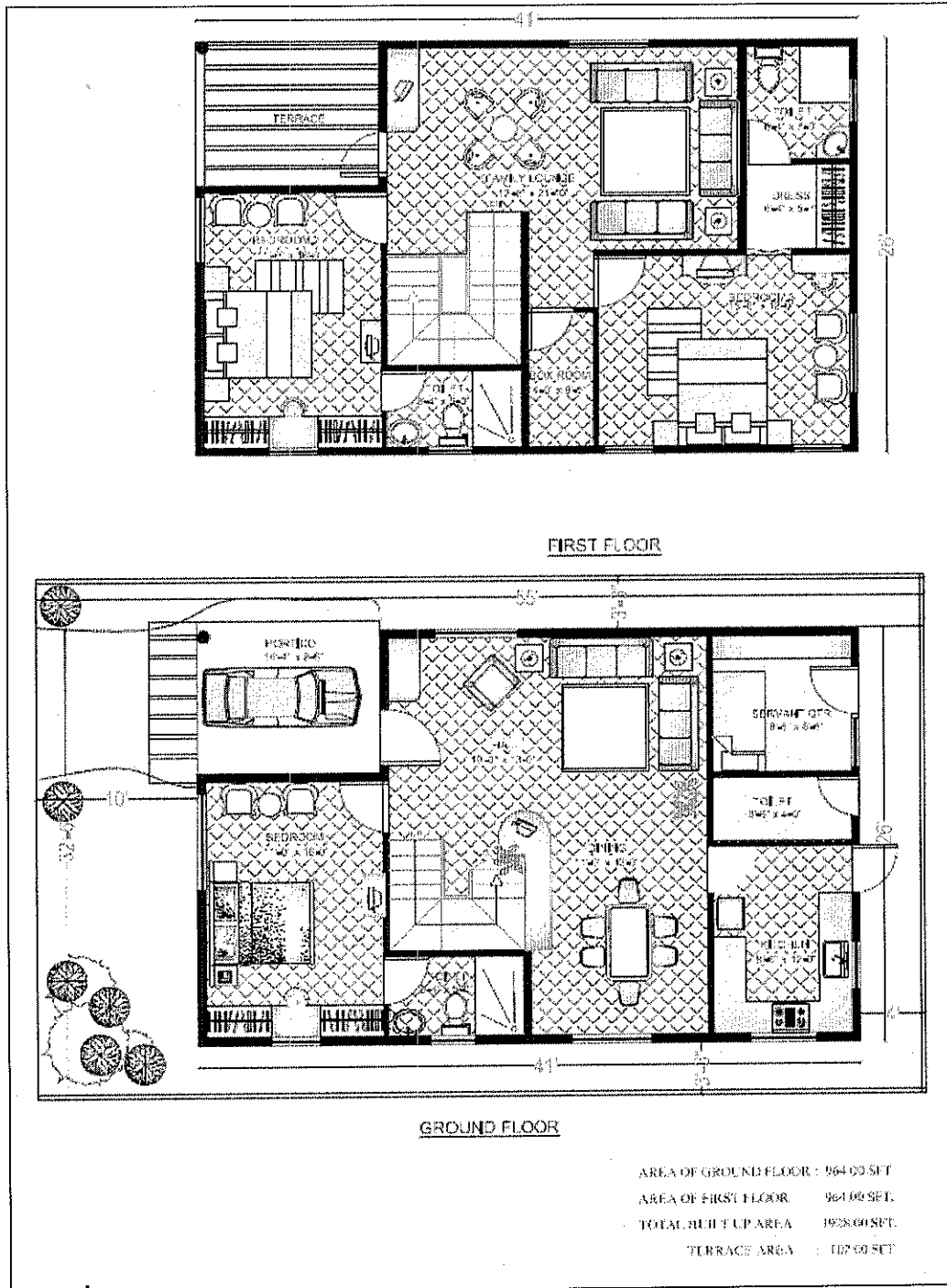
(SOHAM MODI)
VENDOR



VENDEE

ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 21 ADMEASURING 1928 SFT. OF BUILT-UP AREA.



For KADAKIA & MODI HOUSING

(SOHAM MODI)
VENDOR

Partner

VENDEE