



आन्ध्र प्रदेश ANDHRA PRADESH

794
31/1/06
D. Phani Kumar
D. N. Murthy
Mehta and Modi Homes

Leela G. Chimalgi
215740

LEELA G. CHIMALGI
STAMP VENDOR
L.No. 02/2005
B-4-76/A, Cellar, Rangunj
SECUNDERABAD-500 003

Sd/-

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 6th day of February 2006 at Secunderabad by and between:

M/S. MEHTA & MODI HOMES, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Managing Partners Mr. Soham Modi, Son of Sri Satish Modi, aged about 35 years, Occupation: Business, and Mr. Suresh U. Mehta, Son of Late Sri Uttamlal Mehta, aged about 55 years, Occupation: Business, hereinafter referred to as the Vendors (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

MR. B. SRINIVASA MURTHY, S/o. MR. B. ACHYUTHA RAMA RAO, aged about 45 years, residing at Flat 101, Kameswari Towers, Bhagyanagar Colony, Opp: KPHB, Hyderabad, hereinafter referred to as the Vendee (which term shall mean and include his heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For Mehta and Modi Homes

Soham Modi
Partner

For Mehta and Modi Homes

Suresh U. Mehta
Partner

B. S. Lakshmi

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

आन्ध्र प्रदेश ANDHRA PRADESH

795 811/06 50
D. Phanikumar
D.N. murthy
Mehta and modi homes

WHEREAS:

L.G. Cleary
215741
LEELA G. CHIMALGI
STAMP VENDOR
L.No. 02/2006
5-4-76/A, Cellar, Ranigunj
SECUNDERABAD-500 003

811-06

- A) The Vendor is the absolute owner and possessor of the land admeasuring about Ac. 6-05 Gt. forming part of Sy. No. 35, 36, 37, 38 & 39 situated at Cherlapally Village, Ghatkesar 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 Guntas)	Extent of Land (in Acres)
1.	9733/2003	19/8/2003	39	Gt. 80-00	Ac.2-00 Gt.
2.	11955/2003	30/09/2003	36 37 38 39	Gt. 0-50 Gt. 18-50 Gt. 9-00 Gt. 52-00 ----- Gt. 80-00	Ac. 2-00 Gt.
3.	13200/2003	01/11/2003	35 36 37	Gt. 11-00 Gt. 60-50 Gt. 13-50 ----- Gt. 85-00	Ac. 2-05 Gt.
Total Extent of Land					Ac. 6-05 Gts.

For Mehta and Modi Homes For Mehta and Modi Homes

Partner

Partner

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

- a. Shri P. Sanjeeva Reddy, S/o. Late Shri P. Sai Reddy,
- b. Shri P. Radha Krishna Reddy, S/o. Shri P. Sanjeeva Reddy
- c. Ms. P. Gayatri, D/o. Shri P. Sanjeeva Reddy
- d. Shri P. Balram Reddy, S/o. Shri P. Sanjeeva Reddy

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

- B) The Scheduled Land stood in the name of Shri P. Sai Reddy as patta land (patta no. 20, passbook no. 177970, title deed no. 10420) and upon his death on 27/05/1998 the patta was granted to Former Owner at serial no. 'a' above by effecting mutation in the revenue records. Former Owners at serial no. b to d above are the children of Former Owner at serial no. 'a'. All the Former Owners have joined together for the execution of above referred sale deed so as to assure and ensure a perfect legal marketable title free from any claims whatsoever in favour of the Vendor herein.
- C) The Vendor is desirous of developing the Scheduled Land by constructing independent bungalows thereon and have obtained a tentative layout from HUDA vide Permit No. 50/MPZ/HUDA/04 dated 30/09/2004. The proposed project of development is styled as 'SILVER OAK BUNGALOWS'.
- D) The Vendor proposes to develop the Scheduled Land by constructing about 75 to 80 independent bungalows of similar size, similar elevation, same colour scheme, etc. along with certain amenities for the common enjoyment like a club house, black topped 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.
- E) The Vendor in the scheme of the development project of Silver Oak Bungalows have planned that the prospective buyers shall eventually become the absolute owner 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 will 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 Builder in respect of the Scheduled Land and the plot of land bearing plot no. 61 and also about the capacity, competence and ability of the Vendor to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows.
- G) The Vendee is desirous of purchasing a plot of land together with bungalow to be constructed thereon as detailed below in the project – Silver Oak Bungalows and the Vendor is desirous of selling the same:

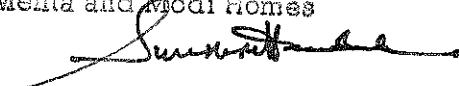
Plot No.	Extent of land	Type of Bungalow	Built-up Area
61	204 sq. yds.	Deluxe	1475 sft.

- H) The Vendee has made a provisional booking vide booking form No. 1132 dated 10th January 2006 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.

For Mehta and Modi Homes


Partner

For Mehta and Modi Homes


Partner



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 204 sq. yds. bearing plot no. 61 in SILVER OAK BUNGALOWS situated at Sy. Nos. 35 to 39, Cherlapally Village, Ghatkesar Mandal, R.R. 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. 24,60,000/- (Rupees Twenty Four Lakhs Sixty Thousand Only)**. The breakup of the total consideration is as under:

Sl. No.	Description	Amount (Rs.)
A.	Towards sale of land	2,04,000/-
B.	Towards development charges of land for laying of roads, drains, parks, etc.	7,12,000/-
C.	Total towards land cost (A+B)	9,16,000/-
D.	Towards cost of construction, water & electricity connection and for other amenities.	15,44,000/-
E.	Total sale consideration (C+D)	24,60,000/-

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.

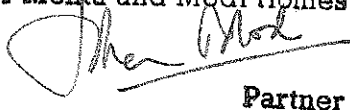
Date	Mode of Payment	Amount (Rs.)
10.01.2006	Cash	25,000/-
	Total:	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of **Rs. 24,35,000/-** to the Vendor as under:

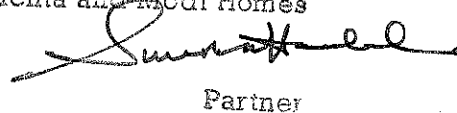
Installment	Amount (Rs.)	Due date for payment
I installment	1,00,000/-	9 th February 2006
II installment	9,8,4000/-	1 st April 2006
III installment	2,46,000/-	1 st July 2006
IV installment	2,46,000/-	1 st October 2006
V installment	2,46,000/-	1 st January 2007
VI installment	2,46,000/-	1 st April 2007
VII installment	3,67,000/-	1 st July 2007

3. 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 3 months from the due date.
4. 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 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.

For Mehta and Modi Homes


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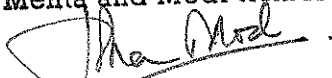
For Mehta and Modi Homes


Partner



5. That in case of delay in the payment of installments for more than 3 months 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.
6. 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.
7. That the Vendor will execute and register sale deed in favour of the Vendee only after receipt of the I installments aggregating to Rs. 10,84,000/-.
8. 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 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.
9. 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
10. 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 Silver Oak Bungalows 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.
11. That the Vendor at its cost shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Vendee and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.
12. 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.

For Mehta and Modi Homes


Partner


For Mehta and Modi Homes


Partner



13. 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.
14. That the name of the project which is styled by the Vendor as 'SILVER OAK BUNGALOWS' shall always be called as such and shall not be changed.
15. 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 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color scheme, compound wall, landscaping, trees etc. for which the Vendee shall not raise any obstructions / objections.
16. 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.
17. 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 Silver Oak Bungalows 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.
18. 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 Silver Oak Bungalows project and in respect to the Scheduled Property and also the adjoining areas.
19. 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.
20. 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 Silver Oak Bungalows Project.
21. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Silver Oak Bungalows 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.

For Mehta and Modi Homes


Partner

For Mehta and Modi Homes


Partner



22. 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 Silver Oak Bungalow. 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 Silver Oak Bungalows. (d) Store any explosives, combustible materials or any other materials prohibited under any law.
23. 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.
24. 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.
25. 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.
26. 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.

SCHEDULED PROPERTY

- a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 61 admeasuring about 204 sq. yds. forming part of Sy. Nos. 35, 36, 37, 38 and 39, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto (as Annexure I), bounded on:

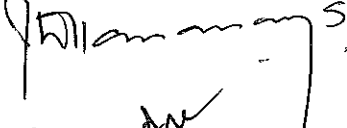
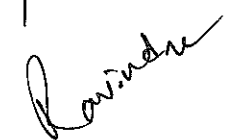
North	Plot No. 60
South	Plot No. 62
East	Plot No. 48
West	40' wide road

AND

- b) ALL THAT DELUXE BUNGALOW admeasuring 1475 sft. of built-up area to be constructed on the above said plot no. 61 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. 
2. 

For Mehta and Modi Homes


(Soham Modi) Partner

For Mehta and Modi Homes


Partner

(Suresh U. Mehta)

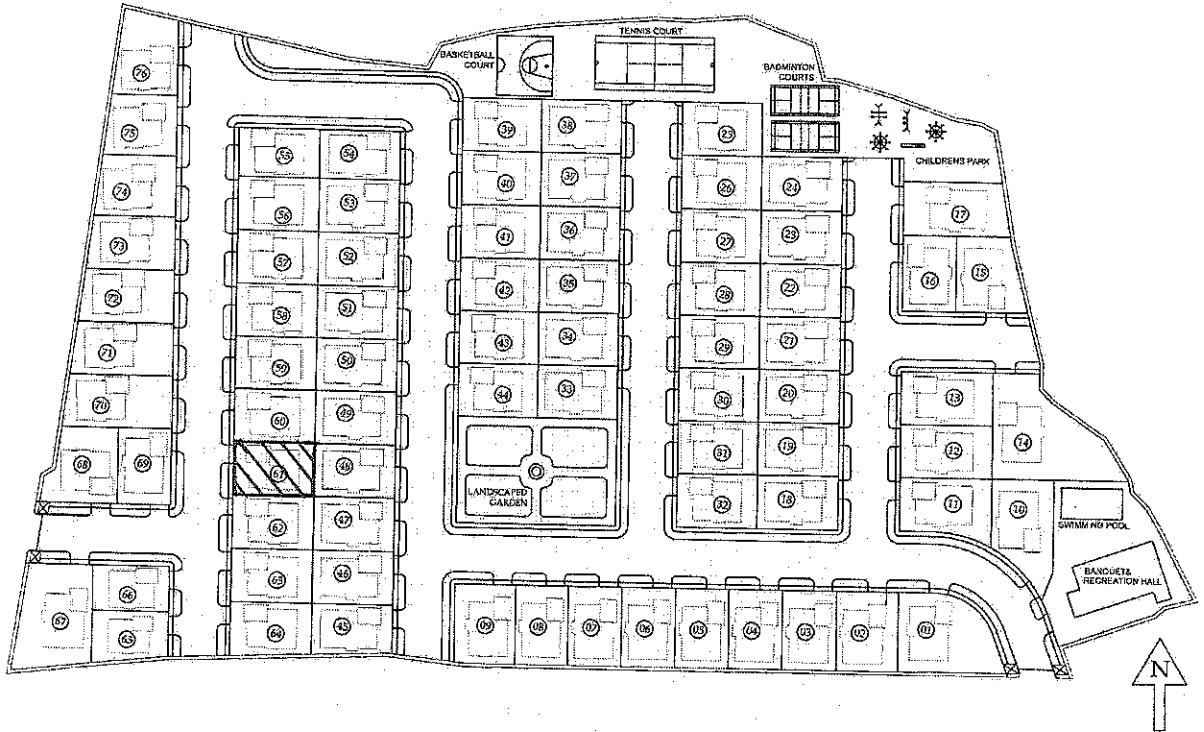
VENDOR



VENDEE

ANNEXURE - I

PLAN SHOWING PLOT BEARING NO. 61 ADMEASURING ABOUT 204 SQ. YDS. (MARKED IN RED) FORMING A PART OF SY. NOS. 35 TO 39 SITUATED AT CHERLAPALLY VILLAGE, GHATKESAR MANDAL, R. R. DISTRICT.



For Mehta and Modi Homes
Soham Modi
Partner
(Soham Modi)
VENDOR

For Mehta and Modi Homes
Suresh U Mehta
Partner
(Suresh U Mehta)
VENDOR


B. S. Makshi
VENDEE

ANNEXURE – II

SPECIFICATIONS:

Item	Standard 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	Sponge finish with OBD	Luppam finish with OBD
Roof	Sloping with country tiles	Sloping with country tiles
Flooring – Drawing & Dinning	Mosaic / Ceramic	Marble slabs
Flooring – Bedrooms	Mosaic / Ceramic	Marbles tiles
Door frames	Non-teak wood	Teak wood
Doors	Moulded main door, others flush doors	All doors–moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum openable windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Marc / Jaguar
Staircase railing	MS railing	MS railing within wooden rails
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink	Granite slab, 2 ft ceramic tiles dado, tiles dado, SS sink
Plumbing	GI & PVC pipes	GI & PVC pipes
Lofts & Shelves	Free shelves / lofts up to 100 sft.	Free shelves / lofts upto 150 sft.

For Mehta and Modi Homes


Partner
(Soham Modi)
VENDOR

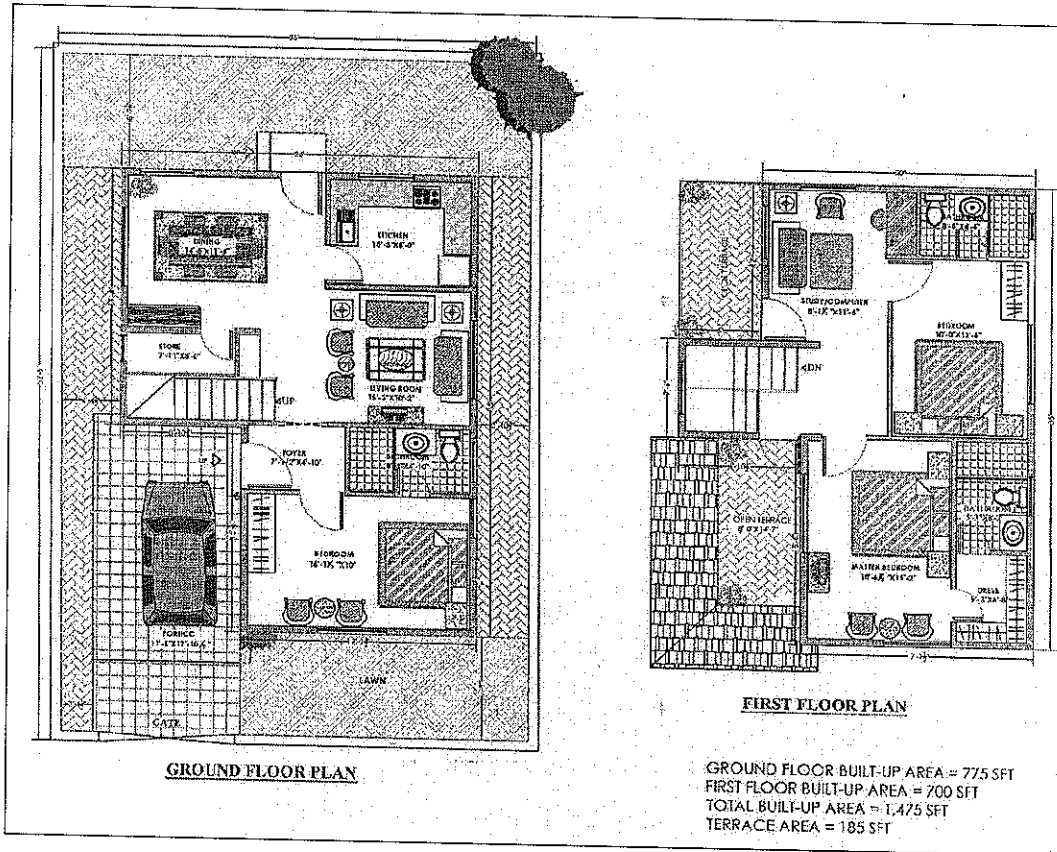
For Mehta and Modi Homes


Partner
(Suresh U Mehta)
VENDOR


VENDEE

ANNEXURE - III

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 61 ADMEASURING 1475 SFT. OF BUILT-UP AREA.



For Mehta and Modi Homes

(Signature)
 Partner
 (Soham Modi)
 VENDOR

For Mehta and Modi Homes

(Signature)
 Partner
 (Suresh U Mehta)
 VENDOR

(Signature)

VENDEE