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ఆంధ్రప్రదేశ్ రాష్ట్రం ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

H 955937

K. Srinivas

SVL No.26/98, R.No.11/2007
City Civil Court
SECUNDERABAD.

28099 21/05/2007 Rs. 100/-
 Name: *Rahul B. Mehta*
 S/o, D/o: *Mehta*
 For Whom: *M/S. ALPINE ESTATES*

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this 23rd day of May 2007 at Secunderabad by and between:

M/S. ALPINE ESTATES, 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 Partners Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiyah, aged about 43 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignees, etc).

IN FAVOUR OF

MR. AVINASH MALVIYA, SON OF MR. OM PRAKASH MALVIYA, aged about 37 years, residing at 205, IInd Floor, Narmada Arcade, Snehapuri Colony, Nacharam, Hyderabad - 500 076, hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

For ALPINE ESTATES

[Signature]
Partner

For ALPINE ESTATES

[Signature]
Partner

[Signature]

WHEREAS:

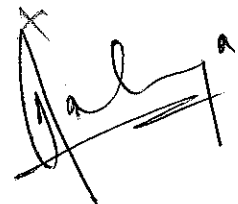
- A. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, admeasuring Ac. 4-11 Gts., (hereinafter the said land is referred to as "**The SCHEDULE LAND**") having purchased the same by virtue of registered Agreement of Sale cum General Power of Attorney with Possession dated 31.03.2007 bearing document no. 4591/07, duly registered at the office of the Sub-Registrar, Uppal, R.R. District executed in favour of the Vendor by the former owners M/s. Mayflower Heights. The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement.
- B. Originally, the Schedule Land belonged to a partnership firm M/s. Mayflower Heights having purchased the same by virtue of a registered sale deeds dated 16.09.2006 and 23.09.2006 bearing document nos. 15639/06 & 14056/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R.R. District, executed by its former owners viz., (1) Mrs. M. Geetha, W/o. Mr. N. Krishna Rao and (2) Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, both represented by their General Power of Attorney Holder Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing residential apartments consisting of 3 blocks and certain common amenities named as 'MAYFLOWER HEIGHTS'.
- D. The Vendor has obtained the necessary technical approval from HUDA and Kapra Municipality vide permission no. 14013/PIV/PLG/H/2006, dated 23/03/2007.
- E. The Buyer is desirous of purchasing apartment no. 210 on the second floor in block no. 'B' in the proposed residential apartment known as MAYFLOWER HEIGHTS and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment
- F. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Mayflower Heights. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- G. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 31,12,000/- (Rupees Thirty One Lakhs Twelve Thousand Only) and the Buyer has agreed to purchase the same.
- H. The Buyer has made a provisional booking vide booking form no. 1028 dated 16th May 2007 for the above referred apartment 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 reducing the same into writing.

For ALPINE ESTATES


Partner

For ALPINE ESTATES


Partner



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NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Deluxe Apartment together with proportionate undivided share in land and parking space, as a package, as detailed here below in the residential apartment named as Mayflower Heights, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.

Schedule of Apartment:

- a) Deluxe Apartment No. 210 on the second floor in block no. 'B' admeasuring 1550 sft of super built up area.
 - b) An undivided share in the Schedule Land to the extent of 77.50 Sq. Yds.
 - c) A reserved parking space for one car on the stilt floor bearing no. B25, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 31,12,000/- (Rupees Thirty One Lakhs Twelve Thousand only). The break-up of such sale consideration is as under:
 - (a) Towards undivided share of land Rs. 17,12,600/-.
 - (b) Towards cost of construction, parking, amenities, etc. Rs. 13,99,400/-.
 3. That the Buyer has paid an amount of Rs. 25,000/- to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
 4. The Buyer agrees to pay the balance sale consideration amount of Rs. 30,87,000/- to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment I	2,00,000/-	27.05.2007
Installment II	2,42,000/-	27.06.2007
Installment III	15,87,000/-	12.07.2007
Installment IV	3,96,000/-	12.08.2007
Installment V	6,62,000/-	01.04.2009

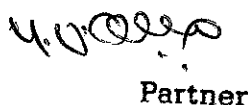
The installments received will be appropriated first towards the consideration for sale of undivided share in land.

5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates, subject to clause 6 given below.
6. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 21 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 4 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.

For ALPINE ESTATES


Partner

For ALPINE ESTATES


Partner



7. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 1 month from the due date. That in case of delay in payment of installments for more than 1 month from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing to avail a housing loan and the Buyer fails to obtain housing loan within 30 days of the provisional booking, 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/-. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 50,000/-.
8. The non-payment of any installments and/or any amounts due by the Buyer to the Vendor as stipulated under this agreement, shall entitle the Vendor to cancel the agreement 'suo-moto', unilaterally without any recourse to the Buyer and the Vendor need not give any prior notice or intimation to the Buyer of such action of cancellation of the Agreement.
9. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.
10. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction 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 Buyer for whatsoever reason. The payment of installments to the Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
11. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
12. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
13. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.

FOR ALPINE ESTATES

Partner

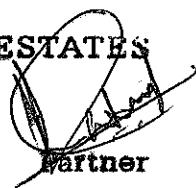
FOR ALPINE ESTATES

Partner

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Partner

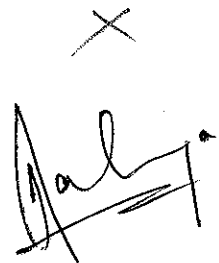
14. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
15. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
16. That it is hereby agreed and understood explicitly between the parties hereto the Buyer 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 sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
17. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.
18. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.
19. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
20. That the residential apartment shall always be called 'Mayflower Heights' and the name thereof shall not be changed.
21. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 1st April 2009, with a further grace period of 6 months.
22. That in event of any delay in the completion of the construction of the scheduled apartment and delivery of possession of the said tenement 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 Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.

For ALPINE ESTATES


Partner

For ALPINE ESTATES


Partner

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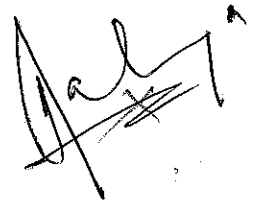
30. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
31. That the Buyer 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 land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
32. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
33. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer 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.
34. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
35. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

FOR ALPINE ESTATES


Partner

FOR ALPINE ESTATES


Partner



SCHEDULE 'A'

SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-11 Gts., forming part of Sy. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.) , bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, are bounded as under:

North By	Sy. No. 2/1/2 (road)
South By	Village
East By	Village
West By	Sy. No. 2/1/1(part), Sy. No. 189, Sy. No. 190 & Sy. No. 191(part)

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming Apartment No. 210 on the second floor in block no. 'B' admeasuring 1550 sft. of super built up area together with proportionate undivided share of land to the extent of 77.50 sq. yds., reserved parking space for one car bearing no. B25, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky & Flat No.211
South By	Flat No. 209 & Open to sky
East By	6' wide corridor & Open to sky
West By	Open to sky

WITNESSES:

1.

2.

For ALPINE ESTATES



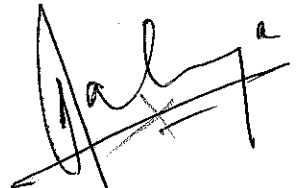
Partner

For ALPINE ESTATES



Partner

VENDOR



BUYER

SCHEDULE 'C'

SPECIFICATIONS		
Item	Deluxe Apartment	Luxury Apartment
Structure	RCC	
Walls	4 7/8" solid cement blocks	
External painting	Exterior emulsion	
Internal painting	Smooth finish with OBD	
Flooring	Vitrified tiles	Marble slabs
Door frames	Wood (non-teak)	
Doors & hardware	Panel doors with branded hardware	
Electrical	Copper wiring with modular switches	
Windows	Aluminum sliding windows with grills	
Bathroom	Designer ceramic tiles with 7' dado	Superior designer ceramic tiles with 7' dado with bathtub in one bathroom.
Sanitary	Branded sanitary ware	Branded sanitary ware with counter top basins.
C P fittings	Branded CP Fittings	Superior Branded CP Fittings
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft granite tiles dado, SS sink with drain board.
Plumbing	GI & PVC pipes	
Lofts	Lofts in each bedroom & kitchen	
<p>Note:</p> <ol style="list-style-type: none"> Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided. Change of colour or fixing of grills & gates to the main door / balcony 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. 		

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:

1.

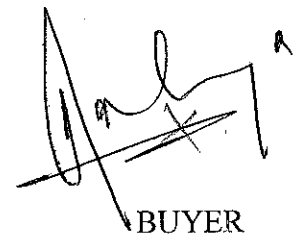
For ALPINE ESTATES


Partner

For ALPINE ESTATES


Partner
VENDOR

2.

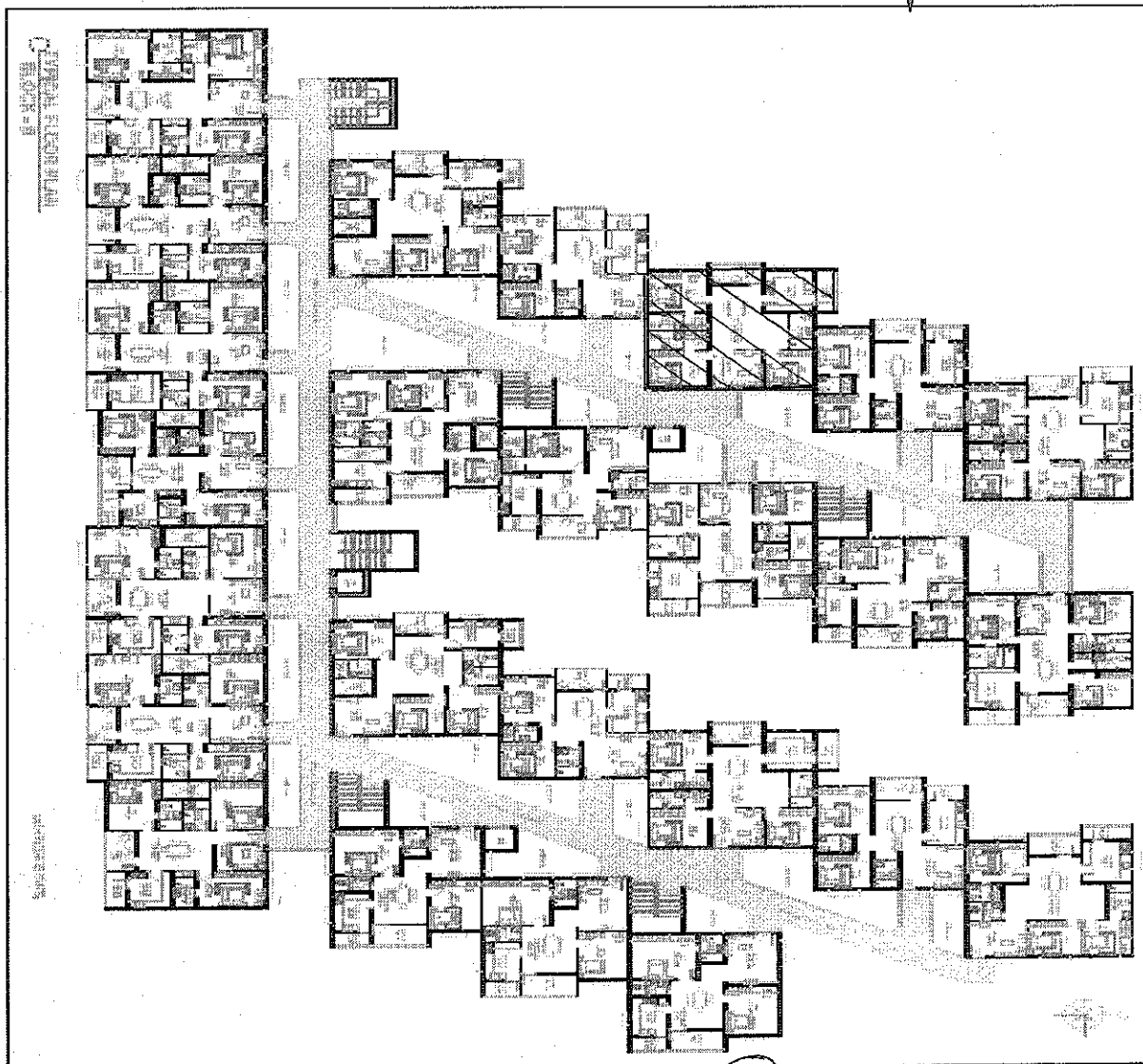

BUYER

Plan showing Apartment No. 210 on the second floor in block 'B' of 'May Flower Heights' at Premises No. 3-3-27/1, Mallapur, Near Nacharam, Hyderabad – 500 076.

Vendor: M/s. Alpine Estates
Buyer: Mr. Avinash Malviya
Flat area: 1550 Sft.
Undivided share of land: 77.50 Sq. Yds.

Boundaries :

North by: Open to sky & Flat No.211
South by: Flat No. 209 & Open to sky
East by: 6' wide corridor & Open to sky
West by: Open to sky



WITNESSES:

- 1.
- 2.

For ALPINE ESTATES

Partner

For ALPINE ESTATES

Partner
VENDOR

BUYER