भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

AF 402191

S.No. 8194 Date: 31-12-2020

Sold to: MEHUL V MEHTA

S/o. LATE VASANT U MEHTA

For Whom: SELF R/o. SEC-BAD

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-025/2018

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 27th day of August 2021 at Secunderabad by and between:

Shri. Mehul V Mehta, S/o. Vasant U. Mehta, aged 40 years, Occupation: Business, R/o. 21, Bapubagh Colony, Ist Floor, P.G. Road, Secunderabad – 500 003, (Pan No. ADKPM7094D, Aadhar No.: 7411 1261 6006), hereinafter referred as Vendor.

AND

M/s. Modi Properties Private Limited, a Company duly incorporated under the Companies Act, 1956, having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Managing Director, Soham Modi, S/o. Late Satish Modi, aged about 49 years, hereinafter referred to as the Developer.

In favour of

Ms.Sandhya Rani Nara, daughter of Mr Ganesh Nara aged about 32years, residing at H.no1-6-212/16, Parsigutta X Road , Hyderabad-20 hereinafter referred to as the Purchaser.

The term Vendor, Developer and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

For MODI PROPERTIES PVT. LTD.

Managing Director

EX-OFFICIO STAMP VENDOR
22 DEC 2020
S.R.O. MARREDPALLY, HYD.

Wherever the Vendor/Developer/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Purchaser shall be read and construed as 'She, Her, Herself or They, It'. These expressions shall also be modified and read suitably wherever the Vendor/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

1.1. Late Chandu Bai, W/o. Late Venkat Narsimha Rao was the original owner and pattedar of agricultural land in Sy. No. 82/1 of Mallapur Village, Uppal Mandal, R. R. District, Andhra Pradesh, admeasuring about Ac. 10-02 Gts.

1.2 Late Chandu Bai reached the heavenly abode on 23rd August, 1992. During her life time she had sold certain portions of Sy. No. 82/1 to various persons. At the time of her death she was the owner of balance portion of land in Sy. No. 82/1 admeasuring about Ac. 6-12 Gts. This land was bequeathed to her grand daughter, M. Geetha Bai, by will dated 9th June, 1992.

1.3 Vide proceedings of the Mandal Revenue Officer, Uppal Mandal bearing no. ROR/Rectification/5/94 dated 18.5.1994, the land admeasuring Ac. 6-12 Gts. of Mallapur Village was mutated in favour of M. Geetha Bai, W/o. Shri. M. Krishna Rao. The name of the M. Geetha Bai has been duly recorded as the pattedar and possessor in Sy. No. 82/1 and Passbook no. 51092, (Patta No.24) and Title book no. 171927 has been issued by the MRO in favour of the M. Geetha Bai.

1.4 M. Geetha Bai had sold a portion of Sy. No. 82/1 admeasuring about 444 sq yds to Vadla Vivekananda vide registered sale deed bearing document no. 854/1996, dated 19.02.1996, registered at Sub Registrar, Uppal. Vadla Vivekananda in turn sold the said land to Bhima Sudha Rani vide registered sale deed bearing document no. 10738/04 dated 25.10.2004 registered at Sub Registrar, Uppal.

1.5 M/s. Mehta & Modi Homes became owner of land admeasuring 11,213 sq yds., forming a part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District), (hereinafter the land is referred to as the Scheduled Land and more fully described in the schedule annexed hereunder), having purchased the same by way of sale deed no. 9609/06 dated 29.06.2006, sale deed no. 9610/06, dated 29.06.2006 & agreement of sale cum GPA no. 507/07, dated 10.01.2007, all registered at SRO Uppal., executed by its former owners viz., M. Geetha Bai, wife of N. Krishna Rao and Bhima Sudha Rani wife of Bhima Srinivas.

1.6 Suresh U Mehta, Kusum S Mehta, Deepak U Mehta, Aradhana S Mehta, Hardik Mehta, Sudhir U Mehta, Bhavesh V Mehta, Mehul V Mehta, Rahul B Mehta and Meet B Mehta purchased the Scheduled Land from M/s. Mehta & Modi Homes by way of 4 registered deeds bearing document nos. 1612/09, 1613/09, 1799/09 & 1843/09 dated 21.07.2009, 21.07.2009, 28.07.2009 & 30.07.2009 respectively, registered at the SRO Kapra.

1.7 Suresh U Mehta, Kusum S Mehta, Deepak U Mehta, Aradhana S Mehta, Hardik Mehta, Sudhir U Mehta, Rahul B Mehta and Meet B Mehta gifted the Scheduled Land to the Mehul V Mehta and Bhavesh V Mehta (herein after jointly referred to as Owners), admeasuring 11,213 sq yds by way of gift deed registered as document no. 2334/2017 dated 07.06.2017 and registered at the SRO Kapra.

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1.8 Accordingly, Mehul V Mehta (the Vendor herein) become owner of 60% undivided share in the Scheduled and Bhavesh V. Mehta become owner of 40% undivided share in the Scheduled Land.

1.9 The Developer has agreed to take on development the Scheduled Land from the Owners, by constructing a Housing Project with 10 floors of flats, 2 basements for parking, along with certain common amenities and entered in to a Joint Development Agreement cum General Power of Attorney bearing document no. 1941/19, dated 01.04.2019 registered at SRO, Kapra.

1.10 The flat along with parking space, undivided share of land and common amenities for joint enjoyment, details of which are given in Annexure – A, fall to the share of the Vendor and the Vendor is absolutely entitled to sell the said flat to any intending purchaser without further reference to the Developer or other co-owner. However, at the request of the Purchaser the Developer had agreed to join in execution of this agreement.

1.11 The Developer has registered the Housing Project under the Provisions of the RERA Act with the Telangana Real Estate Regulatory Authority at Hyderabad on 16.03.2019 under registration no. P02200000482.

2. DETAILS OF PERMITS:

2.1 The Vendor//Owner/Developer have obtained permission from GHMC in file no. 1/C1/03199/2018 vide permit no 1/C1/02082/2019 dated 04.02.2019 for developing the Scheduled Land into a residential complex consisting of 189 flats with two basements, ten upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

3. PROPOSED DEVELOPMENT:

3.1. The Vendor/Owner/Developer proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:

3.1.1. 3 blocks of flats labeled as A, B & C are proposed to be constructed.

3.1.2. Each block consists of 10 floors.

3.1.3. Parking is proposed to be provided on two basements floors common to all the blocks.

3.1.4. Total of 189 flats are proposed to be constructed.

3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.

3.1.6. Clubhouse consisting of 10 floors admeasuring about 10,825 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscaped gardens, children's park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.

3.1.7. Each flat shall have a separately metered electric power connection.

3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.

3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant and / or municipal water connection.

3.1.10. The proposed flats will be constructed strictly as per the design proposed by the Developer. The Developer reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.

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3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.

3.1.12. The Developer shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of flats/blocks.

3.1.13. The net extent of land being developed is 10,173 sq. yds., after leaving 1040 sq.yds for road widening. Each flat has been assigned proportionate undivided share from in the net land for development.

3.2. The proposed project of development on the entire Scheduled Land is styled as 'Mayflower Platinum' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Developer as Mayflower Platinum shall always be called as such and shall not be changed.

4. SCHEME OF SALE / PURCHASE :

4.1 By virtue of the above documents, the Developer has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.

4.2 The Developer proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share of the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Developer to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Flat.

4.3 The Purchasers of the flats in the housing complex shall share all the common amenities provided by the Developer within the Scheduled Land such as clubhouse, swimming pool, roads, passages, corridors, staircase, open areas, electric power infrastructure, water supply infrastructure, generator backup infrastructure, etc., without claiming exclusive ownership rights on any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual flat owners in the Housing Project.

4.4 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its nominees.

4.5 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 Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.

4.6 Only on payment of the entire sale consideration along with other charges like GST, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed /conveyance deed in favour of the Purchaser and or its nominees. The Purchaser shall be entitled to claim possession of the Scheduled Flat only upon payment of entire sale consideration along with all other charges to the Vendor.

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4.7 At the request of the Purchaser the Vendor may give license to the Purchaser to enter the flat being purchased by him for the purposes of installation of furniture and fixtures or for purposes like housewarming, before the Purchaser has paid the entire sale consideration and other charges to the Vendor. The Purchaser shall not be entitled to claim possession of the Scheduled Flat till such time all dues are cleared and such a license given by the Vendor to enter the Scheduled Flat cannot be construed as handing over of possession by the Vendor to the Purchaser. Any claim to possession made by the Purchaser before clearing all the dues shall be deemed to be trespassing and the Vendor shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

4.8 That for the purposes of creating a charge in favour of the bank / financial institutions on the Scheduled Flat so as to enable the Purchaser to avail housing loan, the Vendor will execute a sale deed in favour of the Purchaser for semi-finished flat. In the event of execution of sale deed before the flat is fully completed, the Purchaser shall be required to enter into a separate 'Agreement for Construction' with the Vendor for completing the unfinished flat and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Flat shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Flat back to the Vendor for the purposes of carrying out construction of the flat thereon and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed flat to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.

4.9 That it is specifically understood and agreed by the Purchaser that the Sale Deed executed in favour of the Purchaser and the Agreement for Construction entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Purchaser therefore shall not be entitled to alienate in any manner the Scheduled Flat registered in his favour and / or enter into an Agreement for Construction in respect of the flat with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Flat as a security for obtaining housing loan for the purposes of purchase and construction of the Scheduled Flat.

4.10 The Purchaser and the Vendor may be required to enter into a tripartite agreement with the housing finance company of the Purchaser, in order to enable the Purchaser to obtain a housing loan. The tripartite agreement will enable the housing finance company release the housing loan availed by the Purchaser in part or full before execution of the sale deed in favour of the Purchaser. The parties herein shall cooperate with each other to execute such a tripartite agreement.

4.11 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 for 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.

4.12 That the draft of the Sale Deed, Agreement for Construction to be executed and registered, in pursuance of this agreement has been examined and are duly approved by the Purchaser.

4.13 The Purchaser shall not be entitled to transfer the rights under this agreement to any third party, unless the Purchaser pays the entire sale consideration and other charges to the Vendor in full.

For MODI PROPERTIES PVT. LTD.

Managing Director

N. Ram

5. DETAIL OF FLAT BEING SOLD:

5.1 The Purchaser is desirous of purchasing a flat in the Housing Project and the Vendor is desirous of selling the same. The details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure –A attached to this agreement. Hereinafter, the flat mentioned in Annexure – A is referred to as the Scheduled Flat.

5.2 The Purchaser has inspected all the documents relating to 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 flat thereon and providing certain amenities and facilities which are attached to and/or are common to the entire Housing Project. The Purchaser upon such inspection is satisfied as to the title and competency of the Vendor.

5.3 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, 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 Purchaser shall not hereafter, raise any objection on this count.

5.4 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.

5.5 The plan of the Scheduled Flat to be constructed (or under construction or already constructed) shall be as per the Annexure – B attached herein and the specifications shall be as per Annexure – C attached herein, with such modifications and alterations as may be required or are deemed necessary by the Vendor from time to time. The layout plan of the Housing Project is attached as Annexure –D herein.

5.6 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lumsum amount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.

5.7 It is clarified that built-up area of each flat shall mean the area of the flat covered by external walls on all four sides including wall thickness, balconies, ducts. The super built-up area of each flat shall be the built-up area plus the proportionate area of common passages, lifts, lobbies, fire ducts, electrical ducts, headroom, lift room, electrical room, clubhouse, etc. Typically 1,000 sft of super built-up area would include 800 sft of built-up area plus 200 sft of common areas. Super built-up area would exclude parking areas. The areas of flats/residential units mentioned herein are super built-up areas unless stated otherwise. The details of built-up areas and carpet areas of each flat is given in Annexure –A. The carpet area mentioned therein is as defined under the RERA Act, 2016, i.e., 'Carpet area means the net usable floor area of an apartment excluding the area covered by external walls, areas under service shafts, exclusive balcony or varanda area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment'.

5.8 It is clarified that car parking in the basement shall be of two types: a. Single car parking shall mean a parking slot for one car admeasuring about 105 sft (about 7' 6" x 14') b. Family car parking shall mean a parking slot of two cars parked one behind the other admeasuring about 210 sft (about 7' 6" x 28').

For MODI PROPERTIES PVT. LTD.

Managing Director

6. SALE CONSIDERATION:

6.1 That in pursuance of this agreement of sale the Vendor agrees to sell the Scheduled Flat and the Purchaser agrees to purchase the Scheduled Flat for the consideration mentioned in Annexure –A.

6.2 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 Purchaser only and such costs do not form part of the agreed sale consideration mentioned in Annexure -A. The Purchaser shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, etc. within a period of 90 days from this agreement. In case the Purchaser 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 Purchaser and shall be recoverable as dues from the Purchaser.

6.3 It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, GST, or any other similar levy that is leviable or may become leviable with respect to the construction or sale of the Scheduled Flat. Such charges shall not form a part of the consideration mentioned in Annexure – A. In case the Purchaser fails to pay such taxes or charges, the Vendor shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

6.4 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of enhancing the existing or proposed water supply through government/ quazi government authorities like the water board, municipal corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is enhanced by such a government/ quazi government body on a pro-rata basis.

6.5 That the Vendor has agreed to construct the Scheduled Flat as per plan and specifications given in Annexure – B and Annexure – C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.

6.6 Interest on delayed payment, if any, shall be paid over and above the agreed consideration.

6.7 It is specifically agreed between the parties herein that any benefit that has accrued or will accrue to the Developer on account of benefit of input tax credit, or any other subsidy, tax waiver or the like received from the government or any other statutory body or institution, is deemed to have been passed on to the Purchaser. Further, the sale consideration mentioned herein has been agreed to by both the parties after considering all the benefits that have accrued or will accrue to the Developer in respect of reduction in rate of tax and input tax credit under the GST rules. The Purchaser shall pay the total sale consideration along with other taxes and charges mentioned herein without making any further claims on this count hereafter.

7. DETAILS OF BOOKING :

7.1 The Purchaser has made provisional booking for the Scheduled Flat, by way of signing a booking form and the details of the booking are given in Annexure – A.

For MODI PROPERTIES PVT. LTD.

Managing Director

8. PAYMENT TERMS:

8.1 That the Purchaser in pursuance of this agreement has paid an advance amount, the details of which are given in Annexure – A, to the Vendor which is hereby admitted and acknowledged by the Vendor. The installments received will be appropriated first towards the consideration for sale of the Scheduled Flat and thereafter towards other charges like taxes, registration charges, interest, etc.

8.2 That the Purchaser in pursuance of this agreement shall pay the balance consideration to the Vendor as per the payment schedule given in Annexure –A. The Vendor shall intimate the Purchaser the stage of construction for payment of the installments given herein in writing to their last known address or by email, the details of which are given in Annexure – A. The Purchaser shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.

8.3 That the Purchaser shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque/NEFT/RTGS/Wire transfer and obtain receipt for the same and the Purchaser shall pay such installments on or before the due dates. The Purchaser shall not be entitled to pay the said sale consideration by way of cash.

8.4 In case the Scheduled Flat is completed before the scheduled date of completion / delivery mentioned herein, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned herein. The Purchaser 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.

8.5 That the Purchaser at his discretion and cost may avail housing loan from bank / financial institutions. The Purchaser 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 Purchaser for whatsoever reason. The payment of installments to the Vendor by the Purchaser shall not be linked with housing loan availed / to be availed by the Purchaser.

8.6 That in the event the Purchaser is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Schedule flat and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Purchaser 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 Purchaser and the consequence as regards default in payments as contained under this Agreement shall become operative.

8.7 That any time given to the Purchaser 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 Purchaser other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.

9. PENALTY FOR DELAY IN PAYMENT:

9.1 That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Purchaser. Under no circumstances the Purchaser shall delay the payment of installments for more than 1 month from the due date.

For MODI PROPERTIES PVT. LTD.

Managing Director

10. CANCELLATION CHARGES:

10.1 That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges as under:

10.1.1 In case of failure of the Purchaser 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/-

10.1.2 In case of request for cancellation in writing within 30 days of the provisional booking, the cancellation charges shall be Rs. 50,000/-.

10.1.3 In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed total sale consideration.

10.2 That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Purchaser and the Vendor need not give any prior notice or intimation to the Purchaser of such action of cancellation of the Agreement.

10.3 The Vendor shall be entitled to re-allot / sell the said Scheduled Flat thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Purchaser to take action as stated herein, and such action shall be at the sole prerogative and discretion of the Vendor and the defaulting Purchaser shall have no say in or to object to the same.

10.4 In case the sale deed is executed in favour of the Purchaser for such a cancelled flat, the Purchaser shall re-convey the Scheduled Flat in favour of the Vendor or its nominees at its cost.

10.5 In case of cancellation of the booking or agreement of sale the Vendor shall refund the amount received by him after deducting cancellation charges, additions and alterations, other taxes, etc., within one year from the date of cancellation. The Vendor at its discretion may refund such an amount in installments.

11. COMPLETION OF CONSTRUCTION:

11.1 The Vendor agrees to deliver the Scheduled Flat completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 8/- per sft per month, being the average expected rent for the Schedule Flat. The Purchaser shall be entitled to such a compensation for delay in completion, if and only if, the Purchaser has paid the entire sale consideration to the Vendor. The Purchaser agrees to limit their claims for delay in completion to the said amount.

11.2 The Vendor shall not be responsible for delay in completion in case of delay in payment by the Purchaser. In case of delay in payment of installments by the Purchaser to the Vendor, then the delay in payment in no. of days for each installment the payment has been delayed shall be added to the date of completion mentioned in Annexure – A.

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11.3 That upon completion of construction of the Scheduled Flat the Vendor shall intimate to the Purchaser the same at his last known address and the Purchaser shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.

11.4 That from the intimation as to possession or completion of the Scheduled Flat or date of receipt of possession of the flat, whichever is earlier the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Schedule Flat including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, monthly maintenance charges payable to the Owners Association, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.

11.5 The Housing Project is proposed to be completed in phases and the schedule date of completion of the entire Housing Project may not have been specified. The Vendor proposes to complete the Scheduled Flat as given above along with the basic common amenities and utility services. The Purchaser shall not raise any objection to the non-completion or delay in completion of other flats or blocks of flats as long as the Purchaser is able to enjoy possession of the Scheduled Flat without any reasonable let or hindrance.

11.6 The Vendor at his discretion may withhold the final finishing works like last coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Purchaser confirms his readiness to take possession of the Schedule Flat. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, it is agreed that the final finishing works shall be withheld to ensure that the completed flat is handed over to the Purchaser in a brand new condition.

12. POSSESSION OF FLAT AND EXECUTION OF CONVEYANCE DEED:

12.1 That the Purchaser shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the flat before it is fully constructed and possession delivered unless he has made full payment of sale consideration along with other charges such as electricity, water, monthly maintenance, corpus fund, taxes, interest, etc., under and strictly according to this agreement.

12.2 That the Vendor shall cause this Agreement of sale to be registered in favour of the Purchaser as and when the Purchaser intimates in writing to the Vendor his preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.

12.3 The Purchaser shall be entitled to take possession of the Schedule Flat only on receipt of 'Letter of Possession' from the Vendor. Any claim to possession made by the Purchaser without obtaining the Letter of Possession shall be deemed to be trespassing and the Vendor shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

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Managing Director

13. OWNERS ASSOCIATION:

13.1 That the Purchaser shall become a member of the association / society that has been formed (details of association are given in annexure – A) to look after the maintenance of the Housing Project and shall abide by its rules.

13.2 In case the society / association has yet to be formed, the Purchaser 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.

13.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.

13.4 The Purchaser shall pay corpus fund to the Association at the time of taking possession of the completed flat. The details of corpus fund payable are given in Annexure – A.

13.5 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.

13.6 The monthly maintenance charges payable to the Association are proposed to be increased from time to time and the Purchaser shall be liable to pay such increased charges.

13.7 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/correction of defects in construction, if any, is the responsibility of the Vendor and the Purchaser agrees to not withhold payment of monthly maintenance charges.

13.8 The Vendor shall be entitled to form the Owners Association and draft its bye-laws as he deems fit and proper. The Vendor and its nominees shall be the founding members of the Association. The Association shall be handed over to the members of the Association (i.e., prospective purchasers) at the time of completion of the entire Housing Project, by calling for elections for its executive committee members. Till such time the Vendor and its nominees shall run the day today affairs of the Association. The Purchaser shall not raise any objection on this count.

14. RESTRICTION ON ALTERATIONS & USE:

14.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor/Developer and / or any other body that may be formed for the purposes of maintenance of the Housing Project.

14.2 That the Purchaser shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor/Developer and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2030 and all the flats in the Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.

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14.3 That the Purchaser 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 Purchaser 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 Housing Project. To achieve this objective the Purchaser, 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 Housing Project (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 (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (l) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw wires outside conducting provided for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.

14.4 The Vendor/Developer/association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor/Developer shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Developer/Association shall also be entitled to repair or reconstruct any damaged caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

15. NOC FOR SURROUNDING DEVELOPMENT :

15.1 The Vendor/Developer proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor/Developer may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed on the Scheduled Land. The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Purchaser agrees to not raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the Scheduled Land. The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land. Such land in the vicinity of the Scheduled Land may be continuous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor/Developer as and when called for.

15.2 That rights of further construction in and around the Schedule Flat, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor/Developer and the Purchaser shall not have any right, title or claim thereon. The Vendor/Developer shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Purchaser.

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15.3 That the Purchaser shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor/Developer 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 Housing Project and in respect to the Scheduled Flat and also the adjoining flats/blocks.

15.4 The Vendor/Developer reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor/Developer as and when called for.

16 COMPLIANCE OF STATUTORY LAWS:

16.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor/Developer or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and his successors-in-interest. The Purchaser shall ensure that this condition shall explicitly mentioned in conveyance deeds executed in favour of his successors-in-interest. The conditions laid by the following authorities (but not limited to them) shall be deemed to be apply to the Purchaser:

16.1.1 The defense services or allied organizations.
16.1.2 Airports Authority of India.
16.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction.
16.1.4 Fire department.
16.1.5 Electricity and water supply board.
16.1.6 Government authorities like MRO, RDO, Collector, Revenue department, Traffic Police, Police department, etc.
16.1.7 Irrigation department.
16.1.8 Environment department and pollution control board.

16.2 Any conditions that are laid out in the Real Estate Regulation Act from time to time shall be applicable to the Vendor/Developer and Purchaser. Terms and conditions laid down in this agreement shall have precedence over rules and regulations that have not been explicitly defined in the Act or deemed to be unalterable in the Act.

17 GUARANTEE OF TITLE:

17.1 That the Vendor covenants with the Purchaser that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc., and the Vendor confirms that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Purchaser only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Flat or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Flat and shall not make any claims on that count hereafter.

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18 GUARANTEE OF QUALITY OF CONSTRUCTION:

18.1 The Vendor/Developer shall provide a limited guarantee against construction defects for a period of one year from the deemed date of completion of the Scheduled Flat. The Vendor /Developer shall further provide a guarantee on the structure of the Scheduled Flat for a period of 15 years from the deemed date of completion. The guarantee shall be subject to the following:

18.1.1 The guarantee shall cover construction defects and shall not cover items that are worn or damaged as a result of normal wear and tear. The guarantee shall not cover items damaged due to improper use or additions/alterations carried out by Purchaser / occupier.

18.1.2 Purchaser of the Flat shall be required to give a list, in writing , of construction defects that require repair/corrections before taking possession of the Scheduled Flat. Such defects shall be repaired/corrected by the Vendor/Developer before handing over possession. Any defects not pointed out before taking possession shall not be considered as defects during the period of guarantee.

18.1.3 An additional guarantee of 15 years shall be provided on the RCC structure of the Flat. The structural guarantee shall stand void if any structural or civil alterations are made to the Flat during the guarantee period.

18.1.4 The guarantee shall not cover hairline cracks which may appear from time to time that are less than 1 mm wide. However, all hairline cracks shall be rectified before handing over possession.

18.1.5 In case civil work is taken up for repairs/correction of defects during the guarantee period, painting shall be taken up only on the affected area. Over a period of time shades of paint may vary and it may not be possible to exactly match the shade of the newly painted area with older ones.

18.1.6 The guarantee shall not be applicable for items purchased by the Purchaser and fitted by the Vendor/Developer in the Scheduled Flat.

18.1.7 The guarantee shall not be applicable in case of events beyond the control of the Vendor/Developer, like natural disasters, government orders, etc., (force majeure event)

19 DETAILS OF COMMUNICATION:

19.1 The details for communication of the Vendor/Developer and Purchaser including address, mobile no., and email ID are given in Annexure –A. It shall be the responsibility of the Purchaser to intimate the Vendor/Developer in writing about any change in the above.

19.2 The Vendor/Developer shall communicate the due dates of installments, intimation of completion of flat or any other information to the Purchaser by way of email or SMS or Whatsapp message or letter, either of which shall be deemed to be intimation to the Purchaser. Purchaser shall not raise any objection for non-receipt of such communication for reasons of change in numbers / address/ID or such services being inoperative or state of disuse.

20. DISPUTE RESOLUTION :

20.1 That the Purchaser agrees that under no circumstances including that of any disputes or misunderstandings, the Purchaser shall seek or cause the stoppage or stay of construction or related activity in the Housing Project or cause any inconvenience or obstructions whatsoever. However, the claim of the Purchaser against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the sale 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 purchasers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

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20.2 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.

21. FORCE MAJEURE:

21.1 That in event of any delay in the completion of the construction of the Scheduled Flat and delivery of possession of the said flat 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., or by way of any order of a court, tribunal, statutory authorities, etc., the Vendor shall not be held responsible. The Purchaser shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed.

22. OTHER TERMS:

22.1 That the Purchaser 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 common amenities by number of persons.

22.2 Any facilities and amenities that have been proposed to be provided in the Housing Project as mentioned in the Vendor's flyers, brochures, banners, website, hoardings, etc., shall not be construed as a legal offering. The Vendor reserves the right to make any reasonable additions or alteration or deletions to the proposed amenities and facilities as it deem fit and proper. The Purchaser shall not raise any objection on this count.

22.3 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.

22.4 That the Purchaser 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.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of 11,213 sq yds forming a part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District), under S.R.O. Kapra, and bounded by:

North	Railway Track
South	Main Road
East	Open land
West	40'Wide Road

WITNESSES:

1.

2.

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VENDOR

DEVELOPER

PURCHASER

ANNEXURE- A

1.	Names of Purchaser:	Ms.Sandhya Rani Nara
2.	Purchaser's permanent residential address:	H.no1-6-212/16, Parsigutta X Road , Hyderabad-20
3.	Purchaser's address for correspondence:	H.no1-6-212/16, Parsigutta X Road , Hyderabad-20
4.	Purchaser's Email ID for correspondence:	Sandhya.rani2014@gmail.com
5.	Purchaser's Mobile no.:	9247802054
6.	Pan no. of Purchaser:	AWSPN8964A
7.	Aadhar card no. of Purchaser:	4634 3940 9247
8.	Vendors address for correspondence	5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003
9.	Vendors Email ID for correspondence	cr@modiproperties.com
10.	Name address & registration no. of Owners Association	Mayflower Platinum Owners Association
11.	Corpus fund payable to Association	Rs. 30,000/-
12.	Booking form no. & date	1072 dt. 15.04.2019
13.	Type of flat	Deluxe
14.	Details of Scheduled Flat:	
	a. Flat no.:	A-808
	b. Undivided share of land:	58.39 Sq. yds.
	c. Super built-up area:	1800 Sft.
	d. Built-up area + common area:	1450 + 350 Sft.
	e. Carpet area	1280 Sft.
	f. Car parking type & area	Single & 105 Sft.
15.	Total sale consideration:	Rs. 65,00,000/- (Rupees Sixty Five Lakhs only)

16.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.	15.04.2019	cheque	25,000/-
17.	Total advance paid:			25,000/-

18.	Payment terms:		
	Installment	Due date for payment	Amount
	I	Within 15 days of booking	2,00,000/-
	II	Within 30 days of booking	52,750/-
	III	Within 7 days of casting slab	30,68,625/-
	IV	Within 7 days of completion of brick work & internal plastering	18,92,175/-
	V	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	10,61,450/-
	VI	On completion	2,00,000/-
19.	Scheduled date of completion:	31.12.2021	

20. Description of the Schedule Flat:

All that portion forming a Deluxe flat bearing no. 808 on the eighth floor in block 'A' admeasuring 1800 sft. of super built-up area (i.e., 1450 sft. of built-up area & 350 sft. of common area) together with proportionate undivided share of land to the extent of 58.39 sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sft. in the residential complex named as Mayflower Platinum, forming part of Sy. No. 82/1, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District and bounded as under:

North by: 6'-6" wide corridor
South by: Open to sky
East by: Open to sky
West by: Open to sky

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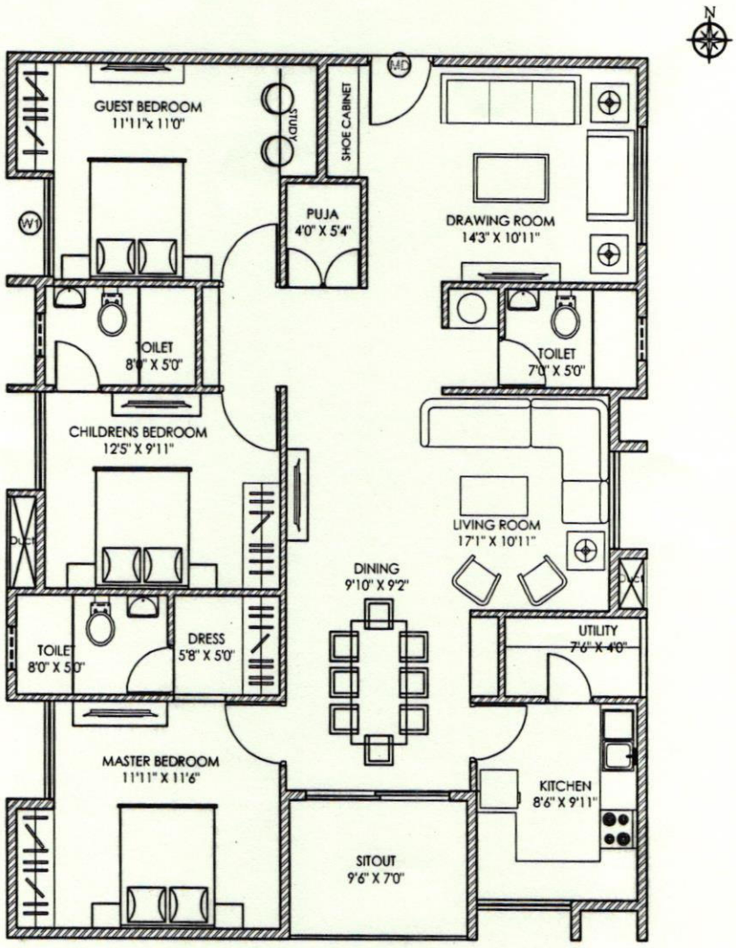
VENDOR DEVELOPER Managing Director PURCHASER

ANNEXURE- B

Plan of the Scheduled Flat:



TYPE - III Area - 1800 sft

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Managing Director

VENDOR DEVELOPER PURCHASER

ANNEXURE - C

Specifications of Scheduled Flat:

Deluxe flat:

Structure	:	RCC
Walls	:	4"/6" solid cement blocks
External painting	:	Exterior emulsion
Internal painting	:	Smooth finish with OBD
Flooring	:	2' x 2' vitrified tiles
Door frames	:	Wood (non-teak)
Main door	:	Laminated / polished panel door
Other doors	:	Painted panel doors
Electrical	:	Copper wiring with modular switches
Windows	:	Powder coated aluminum windows with grills
Bathrooms	:	Branded ceramic tiles – 4 / 7 ft height
Plumbing	:	CPVC & PVC pipes
Sanitary	:	Cera / Hindware or equivalent brand
CP fittings	:	Branded quarter turn ceramic disc type.
Kitchen platform	:	Granite slab with 2 ft dado and SS sink

Luxury flat (deluxe flat with following alterations):

False ceiling all	:	Designer false ceiling in drawing & dining and plain false ceiling in bedrooms.
Windows	:	Mosquito mesh in bedrooms.
Bathrooms	:	Glass partition for shower.
Kitchen	:	Modular kitchen of specified design with hob&chimney
AC	:	Provision for VRF AC.

Note:

1. Choice of 2 colors 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 Vendor and subject to change from time to time without prior notice.
9. The additions and alterations that may be permitted within the Scheduled Flat shall be at the sole discretion of the Vendor and the Purchaser shall not raise any objections on this count.
10. The Purchaser shall be given an opportunity to visit the site for providing details like choice of colour of walls, bathroom tiles, etc. The Purchaser at his discretion may provide material like floor tiles, bathroom tiles, sanitary fitting, CP fitting, electrical switches, etc., to be installed in place of the material provided by the Vendor. The Vendor agrees to refund the cost of not providing the said materials to the Purchaser. The Purchaser shall record the additions and alterations that he wishes to make at site and such a record shall be jointly signed by the Purchaser and the Vendor's engineer. The additions and alterations shall be carried out strictly as per the recorded alterations. The Purchaser will deliver such material, if any, to the site at its cost by the agreed date. Any delay in completion of the Scheduled Flat for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the flat.
11. Specifications / plans subject to change without prior notice.

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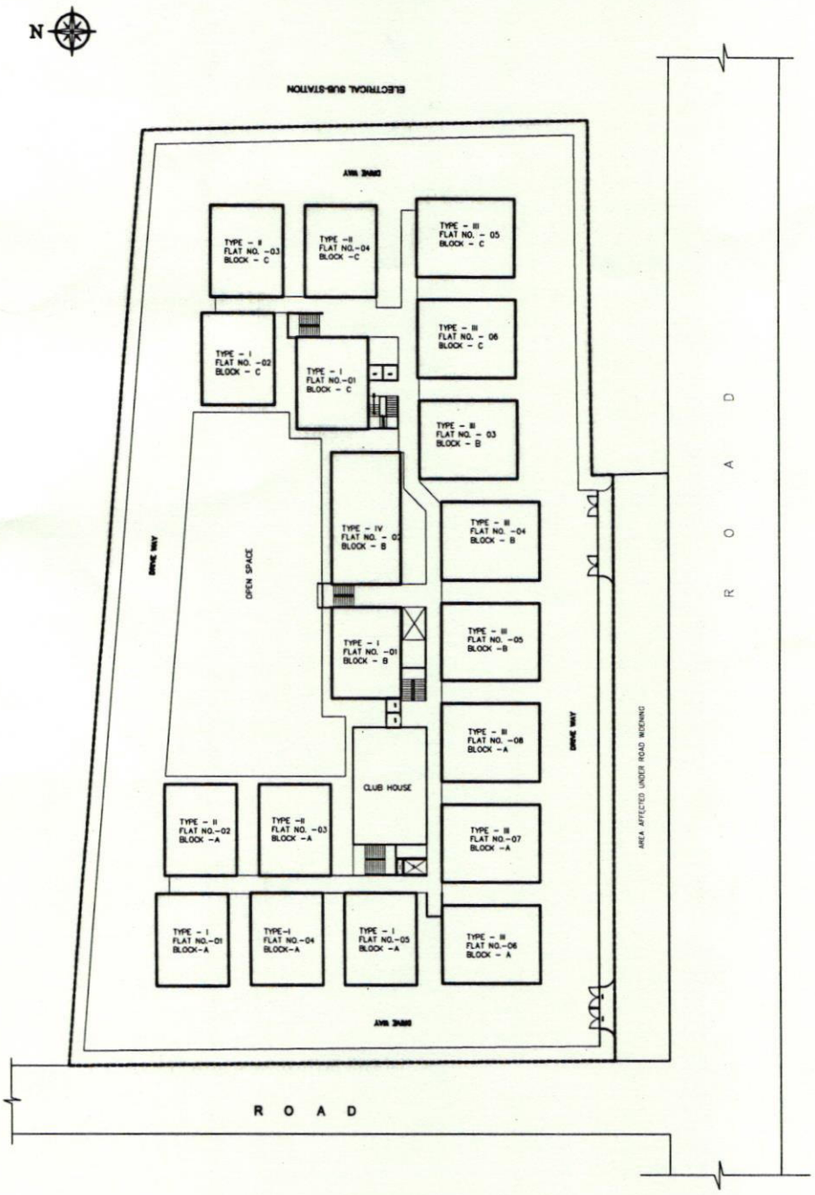
VENDOR DEVELOPER PURCHASER

ANNEXURE – D

Layout plan of the Housing Project:



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VENDOR DEVELOPER PURCHASER