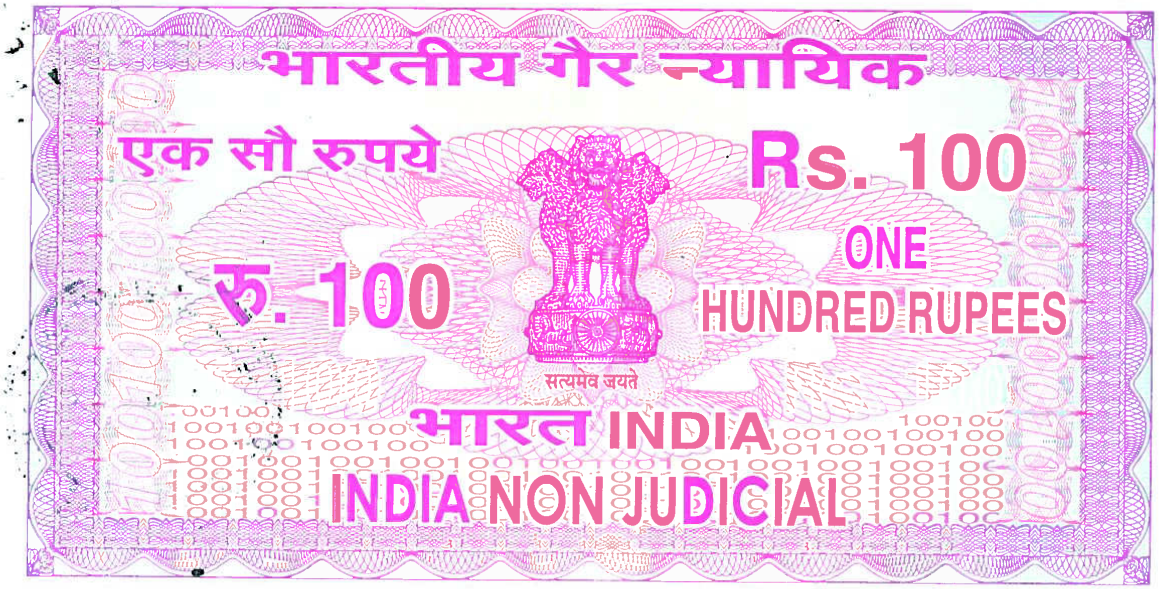

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

AT 883563

S.No. 11529 Dt. 18/7/12 Rs. 100/-

Sold to Ravera V Narsing Rao, Hyd

For Whom Mehta & Modi Homes Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No.16-02-30/1998
REN.No.16-02-08/2010
Sub-Bapunagar, Amberpet, Hyd-13.
Cell.No.9989259839

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 16th day of August 2012 at Secunderabad by and between:

M/s. MEHTA & MODI HOMES, a 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 Shri Soham Modi, Son of Sri Satish Modi, aged about 42 years, Occupation: Business and Sri Suresh U Mehta Son of Late Uttamlal Mehta, aged about 62 years, Occupation: Business, hereinafter referred to as the 'Vendor'

AND

1. Smt. Sarojini L. Rohit, W/o. Dr. L. G. Rohit, aged 72 years, Occupation: Housewife, R/o. 8-2-402/2, Road No. 5, Banjara Hills, Hyderabad – 500 034.
2. Shri. Amar V. Shah, S/o. Shri. V. N. Shah, aged 50 years, Occupation: Business, R/o. 'SHUBHAM' Plot No. 25, Temple Rock Enclave, Tadbund, Secunderabad – 500 009.
3. Smt. Meera A. Shah, W/o. Shri. Amar V. Shah, aged 42 years, Occupation: Housewife, R/o. 'SHUBHAM' plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.

For MEHTA & MODI HOMES
Partner

For MEHTA & MODI HOMES
Partner

4. Shri. Ajit V. Shah, S/o. Shri. V. N. Shah, aged 48 years, Occupation: Business, R/o. "SHUBHAM' Plot No. 25, Temple Rock Enclave, Tadbund, Secunderabad–500009
5. Smt. Meeta A. Shah, W/o. Shri. Ajit V. Shah, aged 44 years, Occupation: Housewife, R/o. 'SHUBHAM' plot no. 25, Temple Rock Enclave, Tadbund, Secunderabad –500 009.
6. Shri. Pritesh Rajesh Kotak, S/o. Shri. Rajesh C. Kotak, aged 21 years, R/o. 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad –500 003.
7. Smt. Rashmi R. Kotak, Wife of Shri. Rajesh C. Kotak, aged 46 years, Occupation: Housewife, R/o. 1-8-54/12'P3, Venkat Rao Nagar Colony, Secunderabad – 500 003
8. Smt. Saroj. S. Parikh, W/o.Late Shri. Shashikanth S. Parikh, aged 45 years, Occupation Housewife, R/o. 1-10-98/6, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
9. Smt. Neema B. Parikh, Wife of Shri. Bhavesh S. Parikh aged about 31 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
10. Shri. Mitesh K. Parikh, Son of Krishna Kant S. Parikh, aged about 20 years, R/o. 1-10-98/41, Dwarakadas Co-op. Society, Begumpet, Hyderabad.
11. Shri. Harsh J. Baldev, Son of Jitendra Baldev, aged about 16 years, resident of 124, Jeera, Secunderabad.

being represented by Shri. Soham Modi, Son of Shri. Satish Modi aged about 42 years, and Sri Suresh U Mehta Son of Late Uttamlal Mehta, aged about 62 years, Occupation: Business, the Partners/ Authorized Representatives of M/s. Mehta and Modi Homes who is the General Power of Attorney Holders by virtue of document no. 204/10 dated 18.09.2010, registered at S.R.O., Uppal, Rangareddy District, hereinafter called the "Owners".

INFAVOUR OF

1.Mr. M. Raj Kumar, son of Late. M. John aged about 55 years, 2.Mrs. M. Sujatha, wife of Mr. M. Raj Kumar, aged about 47 years, both are residing at Q. No. D- 1/8, NTPC Township, (PTS) Jyothinagar, Ramagundam, Karimnagar - 505 215., hereinafter referred to as the 'Vendee'

The term Vendor, Owner and Vendee shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

WHEREAS:

A) The Owners are the absolute owners, possessors and in peaceful enjoyment of the land forming survey no. 74 (Ac. 1-23 Gts.) and Sy. No. 75 (Ac. 1-22 Gts.) situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District admeasuring about Ac. 3-05 Gts. by virtue registered sale deed bearing document no. 3111/07 dated 5.3.07 registered at SRO, Uppal.

For MEHTA & MODI HOMES
Partner

For MEHTA & MODI HOMES
Partner

B) The total land admeasuring Ac. 3-05 Gts. in survey no. 74 (Ac. 1-23 Gts.) and Sy. No. 75 (Ac. 1-22 Gts.), situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land and is more particularly described at the foot of the document.

C) The Owners purchased the Scheduled Land for a consideration from its previous Owners, possessors and pattedars namely:

- Shri. Samala Janga Reddy, Son of Late Shri Samala Chinna Yadaiah
- Smt. V. Susheela, Wife of V. V. Subba Rao,
- Sri Anand S. Mehta, son of Shri Suresh U. Mehta
- Smt. Chamarty Naga Bala Tripura Sundari W/o. Shri Ch. Ganapathi Prasad
- Shri. G. Rama Krishna Reddy, son of Shri. G. R. Reddy
- Shri M. Vijayaram Mohan Rao, son of Shri M. Venkateswar Rao
- Shri Sajja Venkateswara Rao, son of Shri Subba Rao
- Shri Boddu Srinivasa Rao, son of Shri B. Amaralingam
- Shri Sekharam Seri, son of Late Shri. Venkakaih

D) The Owners approached the Vendors to develop the Schedule Land into residential houses / plots and the Vendors have agreed to do so. Accordingly, the Vendors and the Owners have entered into Development Agreement dated 30.04.2007 for development of the Schedule Land. The Development Agreement is registered as document no. 7827/07, dated 30.04.2007 at the S.R.O. Uppal.

E) In pursuance of the said Development Agreement the Vendors have obtained permission from GHMC / HUDA in file no. 0149/CSC/TP1/2008, Permit no. 5/69 dated 18.12.08 for developing the Scheduled Land into a gated community consisting of 44 villas/bungalows each having divided share of land (plot of land) along with common amenities like roads, drainage, electric power connection, clubhouse, landscape areas, etc. The Scheduled Land as per sanction shall be made into 44 villas/bungalows along with divided share of land bearing nos. 1 to 44. Hereinafter, the said villas/bungalows along with divided share of land shall be referred to as plot no. 1, plot no. 2, plot no. 3 as on.

F) As per the terms of the Development Agreement, the Owners and the Vendor have agreed to share the proposed developed plots along with construction thereon. Broadly the Owners shall be entitled to 13 villas and the Vendor shall be entitled to 31 villas along with the divided plots of land.

G) Accordingly, the Owners have executed a General Power of Attorney in favour of the Vendor vide document no. 204/10, dated 18.7.10 registered at SRO, Uppal, for the Vendor's share of plots/bungalows/villas/houses. The Owners shall be entitled to sell their share of plots along with constructions thereon to any intending purchaser without reference to the Vendor. Similarly, the Vendor shall be entitled to sell their plots along with constructions thereon to indenting purchasers without reference to the Owners.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

H) By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell its share of plots/villas/houses.

I) The proposed project of development on the entire Scheduled Land is styled as 'Villas at Silver Creek'.

J) The Vendor proposes to develop the Scheduled Land by constructing about 44 independent villas of similar size, elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed villas 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.

K) The Vendor in the scheme of the development of Villas at Silver Creek has planned that the prospective Vendees shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent villa constructed thereon. For this purpose and for enabling the Vendee to obtain a housing loan by providing a title deed for the purposes of mortgage, the Vendor and the Vendee are required to enter into two separate agreements, one with respect to the sale of land and the other with respect to the construction of the villa. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project the Vendor may execute a Sale Deed in favour of the Vendee before commencing or during construction of the villa.

L) The Vendee has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and the plot of land bearing plot no. 20 and also about the capacity, competence and ability of the Vendor to construct the villa thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Villas at Silver Creek. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.

M) The Vendee is desirous of purchasing a plot of land together with a villa to be constructed thereon as detailed below in the project, Villas at Silver Creek and the Vendor is desirous of selling the same.

Plot No.	Extent of land	Type of Villa	Built-up Area	Portico Area	Terrace Area	Total Area
20	173 Sq. yds.	Deluxe	1605 sft	121 sft	109 sft	1835 sft

N) The Vendee has made a provisional booking vide booking form no. 1105 dated 08.08.2012 for the above referred villa and has paid a booking amount of Rs. 25,000/- to the Vendor.

O) 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 & MODI HOMES

Partner

For MEHTA & 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 173 sq. yds. bearing plot no. 20 at Villas at Silver Creek situated at Sy. No. 74 & 75, Cherlapally Village, Ghatkesar Mandal, R.R. District together with a Deluxe villa to be constructed/already constructed/under construction 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 villa to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 36,00,000/- (Rupees Thirty Six Lakhs Only). The breakup of the total consideration is as under:

Sl. No.	Description	Amount
A.	Towards sale of land	Rs. 14,40,000/-
B.	Towards cost of construction, water & electricity connection and for other amenities.	Rs. 21,60,000/-
C.	Total sale consideration (A+B)	Rs. 36,00,000/-

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

Date	Mode of Payment	Amount
14.08.2012	Cheque No. 306017	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 35,75,000/- to the Vendor as under:

Installment	Due date for payment	Amount
I	2,00,000/-	23.08.2012/-
II	2,95,000/-	06.10.2012/-
III	17,28,000/-	23.10.2012/-
IV	4,32,000/-	23.11.2012/-
V	7,20,000/-	On completion of flooring, doors, windows, bathroom tiles and 1st coat of paint/-
VI	2,00,000/-	On Completion

4. That the Vendee shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Vendee shall pay such installments on or before the due dates.

5. In case the Scheduled Property is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Property, notwithstanding the installments and due dates mentioned above.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

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

7. 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 whatsoever 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.

8. That for the purposes of creating a charge in favour of the bank / financial institutions on the villa being constructed so as to enable the Vendee to avail housing loan, the Vendor will execute a sale deed in favour of the Vendee for the plot of land. In the event of execution of sale deed before the villa is fully completed, the Vendee shall be required to enter into a separate agreement of construction with the Vendor for completing the unfinished villa and the Vendee shall not raise any objection for execution of such an agreement.

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

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

11. 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:
    a) In case of failure of the Vendee to obtain housing loan within 15 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/-
    b) In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
    c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed total sale consideration.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

12. 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 Vendee and the Vendor need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.

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

14. That the Vendee 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 Vendee shall not hereafter, raise any objection on this count. 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 along with the Owners confirm 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 Vendee only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Property.

15. That the Vendor will execute and register sale deed and / or agreement of construction in favour of the Vendee only after receipt of 40% of the total sale consideration given above.

16. 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, 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.

17. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales tax, VAT, service tax or any other similar levy that is leviable or may become leviable with respect to the construction of the villa, sale of plot / villa, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.

18. 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 villa thereon and for providing other amenities which are part and parcel of the Villas at Silver Creek. The Vendor shall re-deliver the possession of the completed villa 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.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

19. The Vendor agrees to deliver the Scheduled Property completed in all respects on or before 31.08.2013 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 Vendee shall be entitled to compensation for delay in completion at the rate of Rs. 12,000/- per month, being the average expected rent for the Schedule Property. The Vendee shall entitled to such a compensation for delay in completion if and only if the Vendee has paid the entire sale consideration to the Vendor. The Vendee agrees to limit his claims for delay in completion to the said amount.

20. That in event of any delay in the completion of the construction of the Scheduled Property and delivery of possession of the said villa 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 Vendee 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.

21. That upon completion of construction of the Scheduled Property the Vendor shall intimate to the Vendee the same at his last known address and the Vendee 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 Vendee shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association.

22. That from the intimation as to possession or completion of the Scheduled Property or date of receipt of possession of the villa, which ever is earlier the Vendee shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Schedule Property including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.

23. 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 Vendee confirms his readiness to take possession of the Schedule Property. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, the final finishing works are withheld to ensure that the completed villa is handed over to the Vendee in a brand new condition.

24. That the Vendee shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with villa before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

25. That the Vendee shall enter into a separate agreement with the Vendor for construction of the villa as per the specifications and other terms and conditions agreed upon.

26. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee 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 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 villa 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 villa in the Scheduled Plot.

27. That the name of the project which is styled by the Vendor as Villas at Silver Creek shall always be called as such and shall not be changed.

28. That the Vendee shall not be allowed to alter any portion of the villa that may change its external appearance without due authorization from the Vendor 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 2025 and all the villas in the project of Villas at Silver Creek shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Vendee shall not raise any obstructions / objections.

29. That the Vendor shall construct the villa on the Schedule Property etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Annexure II 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 Vendee shall be paid by the Vendee.

30. That rights of further construction in and around the Schedule Property, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor / Owners and the Vendee 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 Vendee.

31. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall seek or cause the stoppage or stay of construction or related activity in the Villas at Silver Creek 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 purchasers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

32. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, 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 Villas at Silver Creek project and in respect to the Scheduled Property and also the adjoining areas.

33. That the draft of the Sale Deed, Agreement for Construction to be executed and registered, in pursuance of this agreement is annexed hereto as Annexure IV and Annexure V respectively and is duly approved by the Vendee.

34. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure or any part of the villa nor shall the Vendee make any additions or alterations in the villa without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Villas at Silver Creek.

35. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Villas at Silver Creek and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Vendor. If the Vendee ever fails to pay maintenance charges for his/her house, the association / Vendor shall be entitled to disconnect and stop providing all or any services to the Scheduled Property including water, electricity, etc. The Vendee shall pay a sum of Rs. 50,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed Villa.

36. That the Vendee or any person through him shall keep and maintain the villa in a decent and civilized manner and shall do his part in maintaining the living standards of the villas at a very high level. The Vendee 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 Villas at Silver Creek. 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 villa for any illegal, immoral, commercial & business purposes. (c) Use the villa in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Villas at Silver Creek (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 villas (g) install cloths drying stands or other such devices on the external side of the villas.

37. 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.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

38. That the Vendee shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each villa. 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 villa and the transfer of all or any rights therein shall only be subject to such conditions.

39. That the Vendor shall cause this Agreement of sale to be registered in favour of the Vendee as and when the Vendee 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.

40. 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.

41. 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 Vendee is a Firm, Joint Stock Company or any Corporate Body.

42. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

For MEHTA & MODI HOMES

Partner

For MEHTA & MODI HOMES

Partner

SCHEDULED PROPERTY

a) ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 20 admeasuring about 173 sq. yds. forming part of Sy. No. 74 & 75, 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. 19
South	Plot No. 21
East	30" wide road
West	Plot No. 10

AND

b) ALL THAT DELUXE VILLA admeasuring 1835 sq. ft. of built-up area to be constructed on the above said plot no. 20 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.

For MEHTA & MODI HOMES

Partner

(Soham Modi)
VENDOR

For MEHTA & MODI HOMES

2.

Partner

(Suresh U. Mehta)
VENDOR

VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 20 ADMEASURING ABOUT 173 SQ.YDS., (MARKED IN RED) FORMING A PART OF SURVEY NO. 74 & 75 SITUATED AT CHERLAPALLY VILLAGE, GHATESKAR MANDAL, R.R. DISTRICT.

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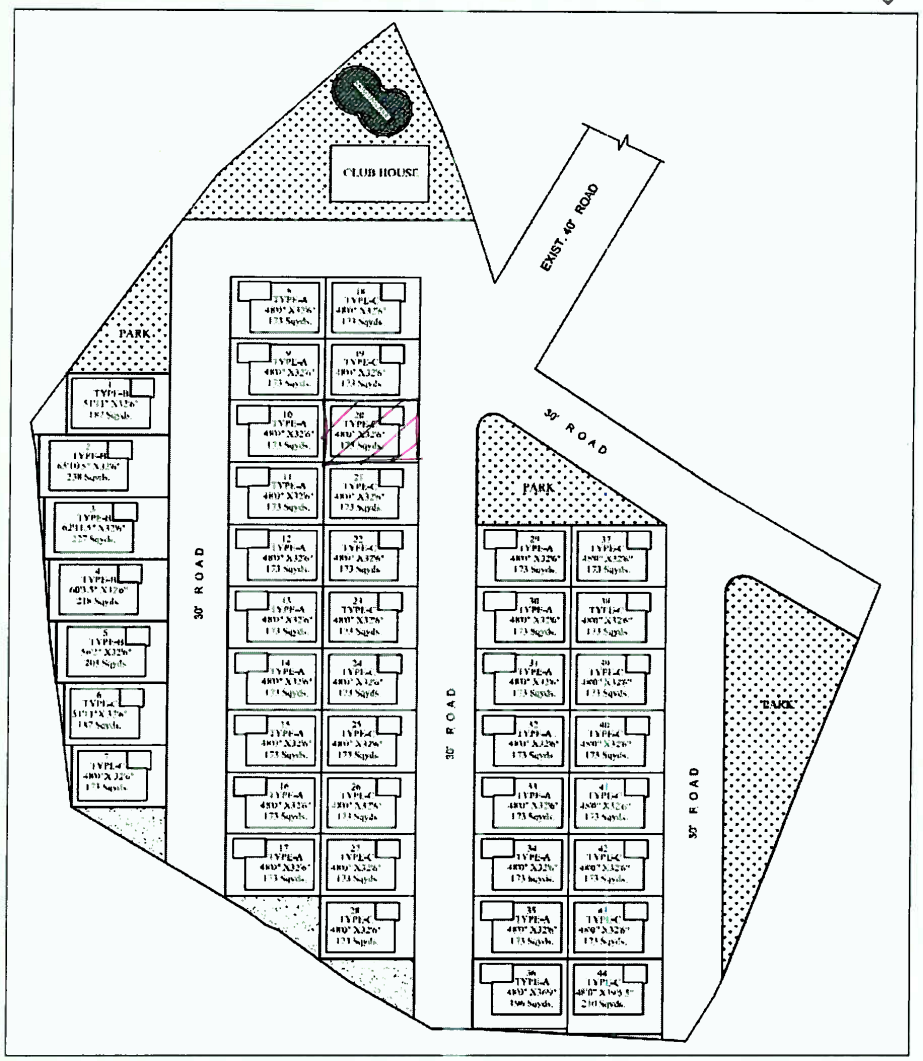

For MEHTA & MODI HOMES

Partner

(SOHAM MODI)
VENDOR

For MEHTA & MODI HOMES

Partner

(SURESH U. MEHTA)
VENDOR

VENDEE

ANNEXURE – II

SPECIFICATIONS:

Item	Semi-Deluxe Villa	Deluxe Villa
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
Exterior painting	Exterior emulsion	Exterior emulsion
Interior painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Branded Vitrified tiles
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors – Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC openable/sliding windows with grills	Powder coated aluminum or UPVC openable windows with grills
Sanitary	Parryware / Hindware or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn C P fittings
Staircase railing	MS railing with MS banister	MS railing with wooden banister
Kitchen platform	Granite slab, 2 ft dado, SS sink	Granite slab, 2 ft dado, SS sink
Plumbing	GI & PVC pipes. Provision for solar heater	GI & PVC pipes. Provision for solar heater. Pressure booster pump for first floor bathrooms.
Bathrooms	7' dado	7' dado with designer tiles and bathtub in master bedroom.
Water supply	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each Villa. Separate drinking water connection in kitchen.	24 hrs water supply through community tank with 2,000 lts. Individual overhead tank in each Villa. Separate drinking water connection in kitchen.

Note:

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

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(SOHAM MODI)
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ANNEXURE – III

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 20 ADMEASURING 1835 SFT. OF BUILT-UP AREA.

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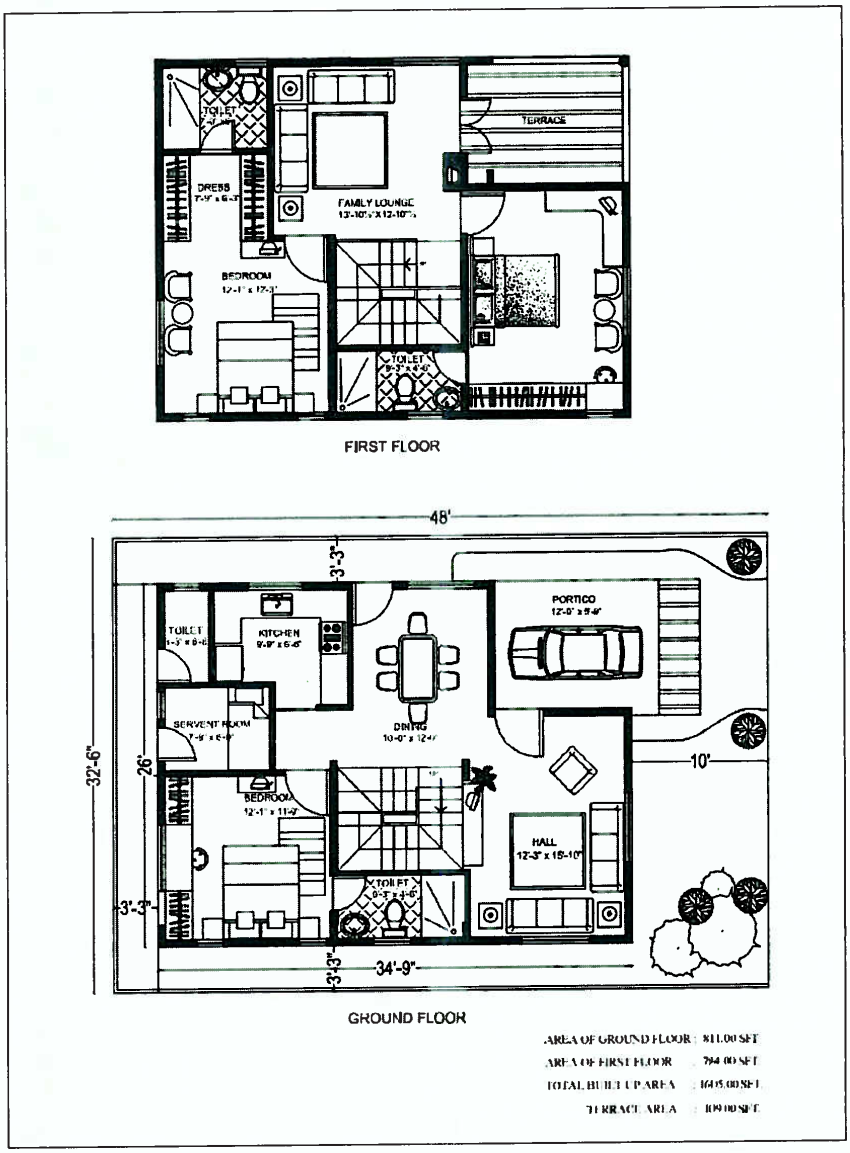

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