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S.No. <u>14736</u> <u>Date:15-12-2015</u>

Sold to: RAMESH

S/o. LATE. NARSING RAO.

For Whom: PARAMOUNT ESTATES.

C 378393

CH.SHRAVANI

LICENSED STAMP VENDOR LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony, R.R.Dist-501512. Ph:7842562342

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 05th day of January 2016 at Secunderabad by and between:

M/s. PARAMOUNT ESTATES, a registered partnership firm having its office at 5-4-187/3 & 4, Second Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, represented by its Partner Mr. Soham Modi, Son of Shri. Satish Modi, aged about 45 years, Occupation: Business and Mr. Samit Gangwal, Son of Mr. S. K. Gangwal, aged about 42 years, Occupation: Business hereinafter referred to as the "Vendor".

IN FAVOUR OF

Mr. V. Jayachandra, son of Mr. V. Prabhu Kumar aged about 35 years, Mrs. Sree Divya, wife of Mr. V. Jayachandra aged about 25 years, both are residing at Flat No. 307, Tirumala Heights Apartments, S. V. Nagar, Nagaram, Hyderabad, hereinafter referred to as the 'Vendee'

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

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LICENSED STAMP VENDOR LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony, R.R.Dist-501512. Ph:7842562342

WHEREAS:

- A. The Vendor is the absolute owner, possessor and in peaceful enjoyment of the land forming a part of survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 2-00 Gts by virtue of a registered sale deed bearing document no.4988/2007 dated 4th April 2007 registered at S.R.O. <u>Shamirpet</u>.
- B. The total land admeasuring Ac. 2-00 Gts, forming a part of survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.
- C. The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:
 - Shri. Bijja Sathaiah alias Sathaiah Goud, S/o. Shri. Veerayya.
 - Shri. Bijja Yadaiah alias Bijja Yadaiah Goud, S/o. Shri. Veerayya.

D. Shri. Bijja Sathaiah alias Sathaiah Goud, S/o. Shri Vecrayya and Shri Bijja Yadaiah alias Yadaiah Goud, S/o. Shri Veerayya were the original pattedars of agricultural land admeasuring about Ac. 2-30 Gt., in survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District.

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E. As per the proceedings of the MRO bearing no. B/828/86 dated 4.5.1988; the name of the original pattedars was mutated in the revenue records. Pahanis for the year 2001-02 reflect the name of the original pattedars as owners and possessors of land admeasuring about Ac. 2-30 Gts. in survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District. Patta passbook and title book have been issued in favour of the Vendor by the Mandal Revenue office, Keesara Mandal, R.R. District as per the details given below.

S. No.	Name of Pattedar	Patta No.	Passbook No.	Title book No.	Extent of land in Sy. No. 233
1	Bijja Sathaiah	191	29139	251887	Ac. 1-15 Gts.,
2	Bijja Yadaiah	192	29140	251888	Ac. 1-15 Gts.,

- F. The Vendor has obtained permission from HMDA/ Nagaram Grampanchayat in file no. 15238/P4/plg/HMDA/2008 dated 02-09-2014 and Gpn/65/2014-2015 dated 09-12-2014 for developing the Scheduled Land into a residential complex of 208 flats, consisting of basement, stilt and eight upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc..
- G. By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and it is absolutely entitled to sell the flats to any intending purchaser.
- H. The Vendor proposes to develop the Scheduled Land by constructing about 208 flats of similar 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 flats 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.
- I. The proposed project of development on the entire Scheduled Land is styled as 'Paramount Avenue'.
- J. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and Flat no. 705 and also about the capacity, competence and ability of the Vendor to construct the flats thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Paramount Avenue. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- K. The Vendee is desirous of purchasing flat/apartment no. 705 on the seventh floor and car parking space as a package in the proposed residential complex known as Paramount Avenue and has approached the Vendor.
- L. The Vendee has made a provisional booking vide booking form no. 1091 dated 16.12.2015 for the above referred flat and has paid a booking amount of Rs. 25,000/- to the Vendor.
- M. 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.

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NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

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

Schedule of Flat

- a) Deluxe Flat No. 705 on the seventh floor admeasuring 1010 sft. of super built up area.
- b) An undivided share in the Scheduled Land to the extent of 46.29 Sq. yds.
- c) A reserved parking space for single car in the basement / stilt floor admeasuring about 100 sft.
- 2. That the total sale consideration for the above shall be Rs. 22,27,750/- (Rupees Twenty Two Lakhs Twenty Seven Thousand Seven Hundred Fifty only).
- 3. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
23.12.2015	Cheque No. 000010	Rs. 25,000/-

4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 22,02,750/- to the Vendor as under. The Vendor shall intimate the Vendee the stage of construction for payment of the installments given below in writing to their last known address or by email (to chandu6563@gmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such intimation and delay the payment of installments on that count.

Installment	Due date for payment	Amount
I	Within 15 days from date of booking	Rs. 2,00,000/-
II	Within 45 days from date of booking	Rs. 3,34,162/-
III	Within 7 days of completing slab	Rs. 11,74,870/-
IV	Within 7 days of completing flooring, bathroom	Rs. 2,93,718/-
	tiles, doors, windows & first coat of paint	
V	On completion	Rs. 2,00,000/-

- 5. 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.
- 6. In case the Scheduled Flat 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 Flat, notwithstanding the installments and due dates mentioned above.
- 7. 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

For Paramount Estates

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- 37. That the Vendee 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 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 Paramount Avenue. To achieve this objective the Vendee, 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 Paramount Avenue (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.
- 38. That the Vendee 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 same by a number of persons.
- 39. 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 of 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.
- 40. That the Vendee 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.
- 41. 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.
- 42. 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.
- 43. 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'.
- 44. These expressions shall also be modified and read suitably wherever the Vendee is a Firm, Joint Stock Company or any Corporate Body.
- 45. 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.

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SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 2-00 Gts, in survey no. 233 of Nagaram Village, Keesara Mandal, Ranga Reddy District and bounded by:

North By	Sy. No. 234 & Sy. No. 235	
South By	Sy. No. 226 & Sy. No. 227	
East By	Sy. No. 232	
West By	Balance part of Sy. No. 233	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming a Deluxe flat bearing no. 705 on the seventh floor admeasuring 1010 sft. of super built-up area (i.e., 808 sft. of built-up area & 202 sft. of common area) together with proportionate undivided share of land to the extent of 46.29 sq. yds. and reserved parking space for single car in the basement / stilt floor admeasuring about 100 sft. in the residential complex named as Paramount Avenue, forming part of Sy. No. 233, situated at Nagaram Village, Keesara Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

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

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SCHEDULE C

Specifications

Semi-deluxe flat:

- Structure: RCC
- Walls: 4"/6" solid cement blocks
- External painting: Exterior emulsion
- Internal painting: Smooth finish with OBD
- Flooring: 12" ceramic tiles
- Door frames: Wood (non-teak)
- Main door: Laminated / polished panel door
- Other doors: Painted flush doors
- Electrical: Copper wiring with modular switches
- Windows: Powder coated aluminum sliding windows with grills
- Bathrooms: Standard ceramic tiles 4 / 7 ft height
- Plumbing: UPVC / GI & PVC pipes
- Sanitary: Cera / Parryware or equivalent brand
- CP fittings: Branded quarter turn ceramic disc type.
- Kitchen platform: Granite slab with 2 ft dado and SS sink

Deluxe flat (same as semi-deluxe flat with following alterations):

- Flooring: 24" vitrified tiles
- Other doors: Painted panel doors
- Bathrooms: Branded designer ceramic tiles 4 / 7 ft height
- Kitchen: Modular kitchen of specified design

Note:

- 1. Choice of 2 colours 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 Builder and subject to change from time to mime without prior notice.
- 9. Specifications / plans subject to change without prior notice

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Plan showing Flat No. 705 on the seventh floor of Paramount Avenue at Survey No. 233, situated at Nagaram village, Keesara Mandal, Ranga Reddy District.

Vendor:

M/s. Paramount Avenue

Buyer:

Mr. V. Jayachandra & Mrs. Sree Divya

Flat area:

1010 sft.

Undivided share of land:

46.29 sq.yds

Boundaries:

North by:

Open to sky

South by:

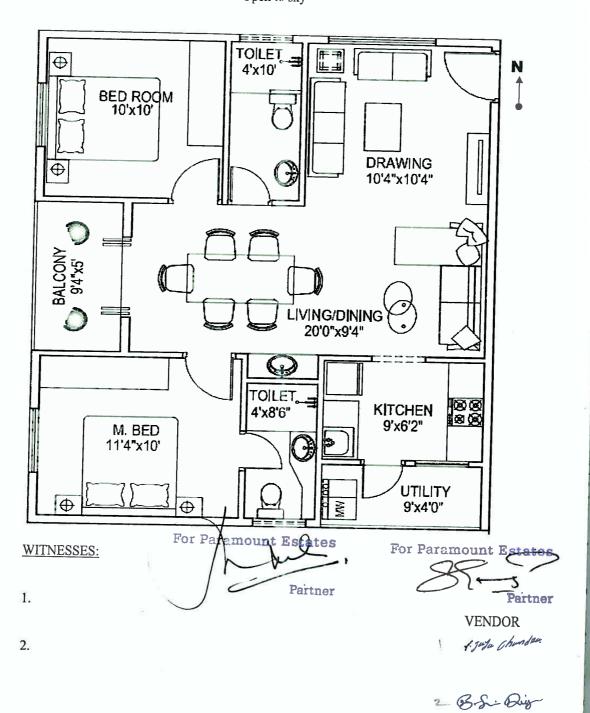
Open to sky

East by:

6'-6" wide corridor

West by:

Open to sky



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