



ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

BG 544472

S.No. 5576 Date: 13-11-2014

Sold to: MAHENDER

S/o. MALLESH

For Whom: M/s. VISTA HOMES

K.SRINWAS

LICENSED STAMP VENDOR

LIC No.16-05-26/1998,

RL.No.16-05-047/2014

City Civil Court, West Marredpally,

Secunderabad. Mobile: 9246378945

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 8th day of December 2014 at Secunderabad by and between:

1. M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad -500 003., represented by its Partners (1) Shri Bhavesh V Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad -500003, and (2) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 43 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 003.
2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275 Venkateswara Colony, Meerpet, Moulalai, Hyderabad - 500 003., represented by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, registered Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad -500003., hereinafter referred to as the 'Vendor'

FOR VISTA HOMES

For VISTA HOMES

Partner

Partner

In favour of

Ms. Y. Prathima, daughter of Mr. Y. Anirudh aged about 22 years, residing at 405, Legend Aroron Habitat, Secunderabad - 500003, 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.

WHEREAS:

A. The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S.No.	Deed Doc. No.	Dated	Extent of Land
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac. 1-10 gts.
3.	4325/2007	16.06.2007	Ac. 0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac. 1-02 gts.

B. The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra 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:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

D. The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

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

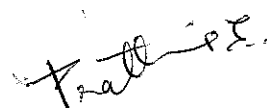
F. The Vendor proposes to develop the Scheduled Land by constructing about 403 flats of similar elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed flats will be constructed strictly 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.

For VISTA HOMES

Partner

For VISTA HOMES

Partner


Prathima

- G. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes'.
- H. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and Flat no. 007 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 project of Vista Homes. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- I. The Vendee is desirous of purchasing flat/apartment no. 007 on the ground floor, in block no. 'I' and car parking space as a package in the proposed residential complex known as Vista Homes and has approached the Vendor.
- J. The Vendee has made a provisional booking vide booking form no. 1152 dated 30.09.2014 for the above referred flat and has paid a booking amount of Rs. 25,000/- to the Vendor.
- K. 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.

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 Vista Homes, 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'.

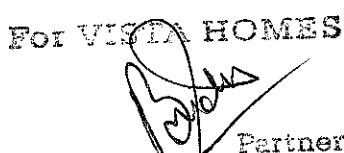
Schedule of Flat

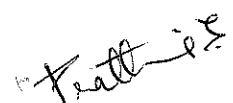
- a) Deluxe Flat No. 007 on the ground floor, in block no. 'I' admeasuring 950 sft. of super built up area.
 - b) An undivided share in the Schedule Land to the extent of 57.71 Sq. yds.
 - c) A reserved parking space for single car in the basement admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. 19,09,000/- (Rupees Nineteen Lakhs Nine Thousand 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
01.10.2014	cash	Rs. 25,000/-

For VISTA HOMES

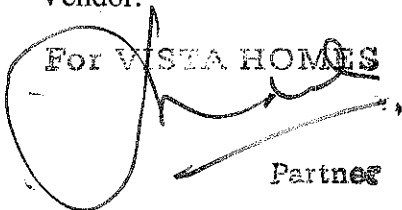
 Partner

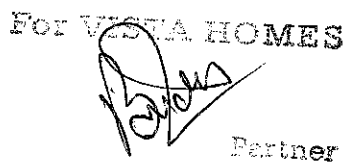
For VISTA HOMES

 Partner

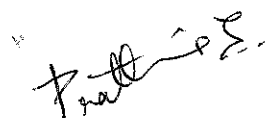


For VISTA HOMES
 Partner

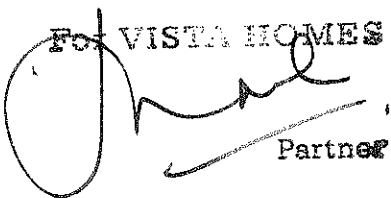
10. That in the event the Vendee is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Schedule flat and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Vendee for timely payments from such financier to the 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.
11. 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.
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 and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges as under:
- 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.
13. 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.
14. 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 Vendee to take action as stated herein, and such action shall be at the sole prerogative and discretion of the Vendor and the defaulting Vendee shall have no say in or to object to the same.
15. That the Vendee 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 Vendee shall not hereafter, raise any objection on this count. That the Vendor covenants with the Vendee that the Scheduled Flat 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 Flat.
16. Except under the circumstances mentioned in Clause 9 above viz., the Vendee is availing a housing loan, the Vendor will execute and register sale deed and /or agreement of construction in favour of the Vendee only after the receipt of the total sale consideration given herein along with other charges payable by the Vendee to the Vendor.

For VISTA HOMES

Partner

For VISTA HOMES

Partner

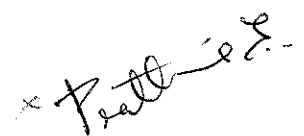


17. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration 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.
18. 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 sale or construction of the Scheduled Flat, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.
19. That the possession of the Scheduled Flat shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall 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 Vista Homes. The Vendor shall re-deliver the possession of the completed flat to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.
20. The Vendor agrees to deliver the Scheduled Flat completed in all respects on or before 31.01.2015 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. 6/- per sft per month, being the average expected rent for the Schedule Flat. The Vendee shall be 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 their claims for delay in completion to the said amount.
21. 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., 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.
22. That upon completion of construction of the Scheduled Flat 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.

For VISTA HOMES

Partner

For VISTA HOMES

Partner



SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 5-25 Gts., in survey nos. 193 (Ac.2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199 & nala
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming a Deluxe flat bearing no. 007 on the ground floor, in block no. 'I' admeasuring 950 sft. of super built-up area (i.e., 760 sft. of built-up area & 190 sft. of common area) together with proportionate undivided share of land to the extent of 57.71 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as Vista Homes, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra 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

WITNESSES:

1.

2.

For VISTA HOMES
Partner

For VISTA HOMES
Partner
VENDOR

+
Venkatesh S.
VENDEE

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

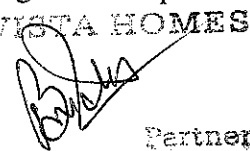
Luxury flat (same as deluxe flat with following additions):

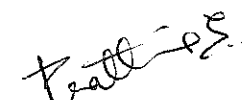
Fully furnished flat with:

- Drawing: Sofa set 2 + 1 + 1 or 2 + 2, centre table, 1 side table, TV unit
- Dinning: 6 seater dining table with chairs in solid wood, buffet cabinet
- Master bedroom: Queen size bed with two night stands in solid wood, 6'x7' wardrobe, dressing table
- Other bedrooms: Queen size bed with two night stands or a pair of single beds with 1 night stand in solid wood, 4'x7' wardrobe.
- Soft furnishings:
 - Highlighted or textured wall paint on 1 wall in each room
 - Light fittings and fans for all rooms
 - Mirrors in bathrooms
 - Curtains in all rooms
 - Mattress, pillows and bedspread for all beds.
 - Decorative lamps, wall hangings, cushions, planters, rugs for all rooms as per design requirement.

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 time without prior notice.
9. Specifications / plans subject to change without prior notice

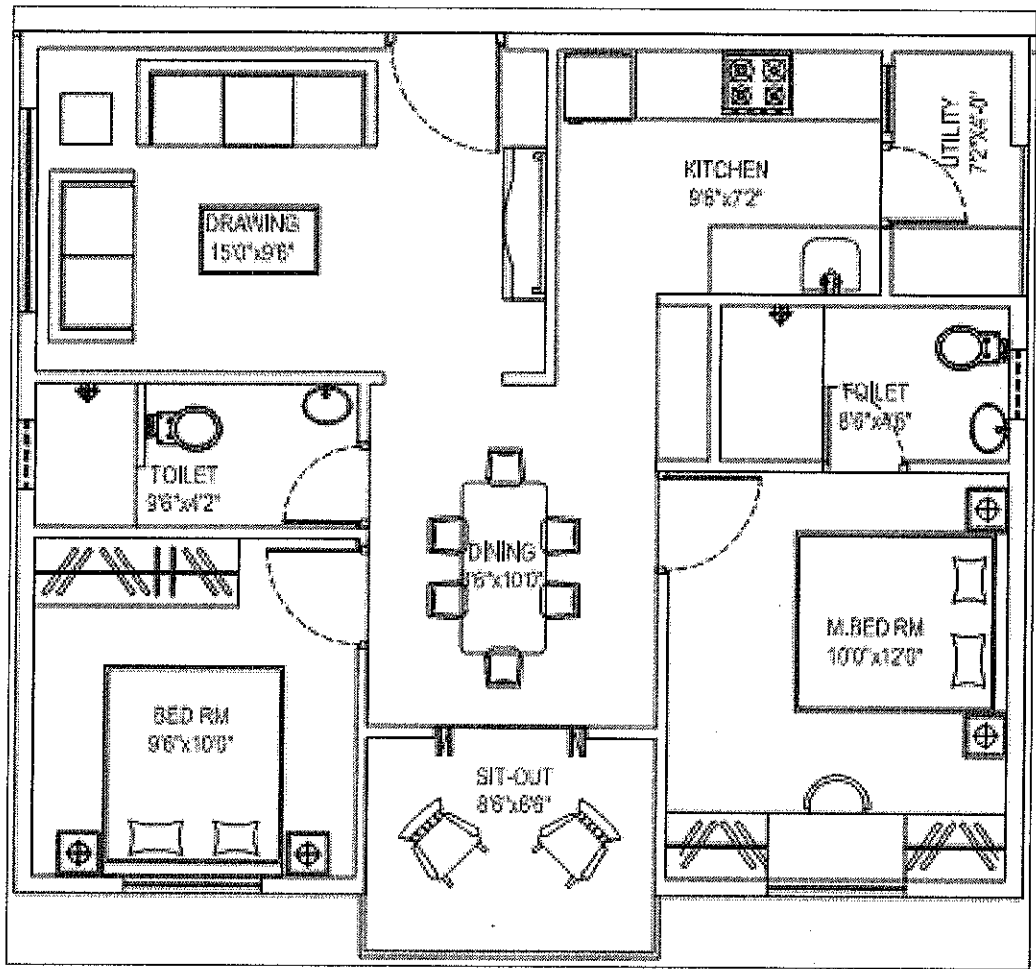
For VISTA HOMES For VISTA HOMES
 Partner  Partner

x 

Plan showing Flat No. 007 on the ground floor in block no. 'I' of Vista Homes at Survey Nos. 193, 194 & 195, situated at Kapra village, Keesara Mandal, Ranga Reddy District.

Vendor:	M/s. Vista Homes
Buyer:	Ms. Y. Prathima
Flat area:	950 sft.
Undivided share of land:	74.12 sq.yds

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



WITNESSES:

- 1.
- 2.

For VISTA HOMES

Partner

For VISTA HOMES

Partner
VENDOR

VENDEE