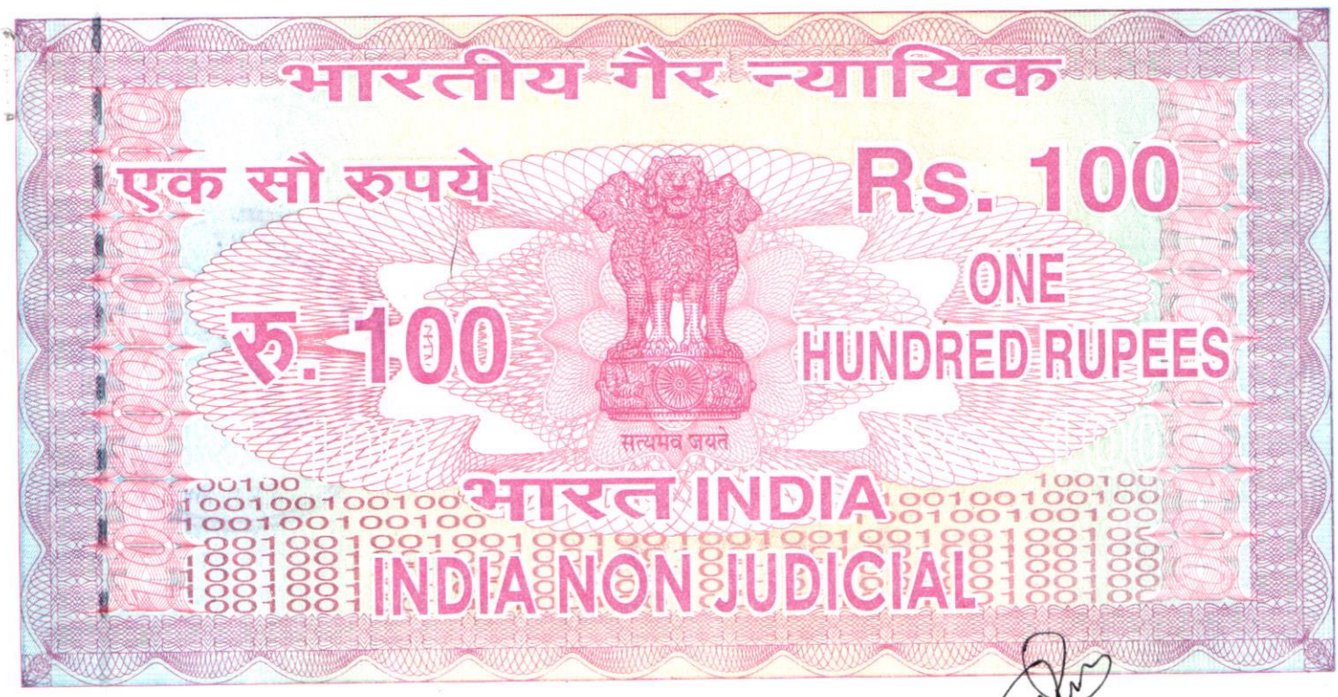

తెలంగాణ तेलंगाना TELANGANA

AF 402689

S.No. 462 Date: 28-01-2021

Sold to: RAMESH

S/o. Late NARSINGH RAO

For Whom:MODI HOUSING PVT. LTD.

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012, R.No.16-05-029/2021
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 28th day of January 2021 at Secunderabad by and between:

1. M/s. Modi Housing Pvt. Ltd a company incorporated under the Companies Act, having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Director Mr. Soham Modi, S/o. Late Satish Modi, hereinafter referred to as the Vendor.

2. M/s. Silver Oak Villas LLP, a registered Limited Liability Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500 003., represented by its authorized representative Mr. Soham Modi, S/o. Late Satish Modi, hereinafter referred to as the Developer.

3. M/s. Silver Oak Realty (formerly known as M/s. Mehta & Modi 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 authorized representative Mr. Soham Modi, S/o. Late Satish Modi, hereinafter referred to as the Confirming Party.

IN FAVOUR OF

Mrs. Kusuma Reshma, wife of Mr. Mahender Kusuma, aged about 30 years, Mr. Mahender Kusuma, son of Mr. Babaiah Kusuma, aged about 34 years, both are residing at H. No. 1-1-379/264, Ground Floor, SRT 339, Jawahar Nagar, Ashok Nagar, Hyderabad - 500020, Telangana, hereinafter referred to as the 'Purchaser'

For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP
SILVER OAK REALTY
Authorised Rep. Soham Modi

1 K. Reshma

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EX-OFFICIO STAMP VENDOR
22 DEC 2025
S.R.O. MARREDPALLY

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

Wherever the Vendor/Developer/Confirming Party/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 Shri P. Sai Reddy, S/o. Late Shri Yella Reddy, Late Shri P. Malla Reddy, S/o. Late Shri Yella Reddy, Late Shri Ram Reddy, S/o. Late Shri Linga Reddy and Late Shri Narsa Reddy (alias Narsi Reddy), S/o. Late Shri Sai Reddy were the original pattedars of agricultural land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Medhchal – Malkajgiri District (formerly known as Ranga Reddy District).

1.2. Whereas Shri. P.Sanjeev Reddy is the only son and legal heir of Late Shri. P. Sai Reddy.

1.3. Whereas Late Shri P. Malla Reddy was survived by three sons and legal heirs namely Shri P. Narayana Reddy, Shri P. Narsimha Reddy and Shri P. Venkat Reddy.

1.4. Whereas Late Shri Narsa Reddy alias Narsi Reddy was survived by his four sons and legal heirs namely Shri P. Prabhakar Reddy, Shri P. Bal Reddy, the husband of Smt. P. Renuka Shri P. Ravinder Reddy and Shri P. Sanjeev Reddy. Shri P. Bal Reddy had gifted the agriculture land belonging to him admeasuring about Ac. 1-39 Gts., in Sy. Nos. 11 (Ac. 0-10 Gts.), Sy. No.12 (Ac.0-08 Gts.), Sy.No. 15 (Ac. 0.07 Gts.,), Sy.No. 16 (Ac. 0-07 Gts.), Sy. No. 17 (Ac. 0-04 Gts.) Sy. No. 116 (Ac. 0-05 Gts.), Sy. No. 117 (Ac. 0-04 Gts.), Sy. No. 148 (Ac. 0-04 Gts.), Sy. No. 149 (Ac. 0-08 Gts.) and Sy. No. 294 (Ac. 0-17 Gts.)ofCherlapally Village, Ghatkesar Mandal, R.R. District to his wife Smt. P. Renuka by way of gift settlement deed bearing document no. 3050/04 dated 12.03.2004 registered at SRO, Uppal.

1.5. Where Late Shri P. Ram Reddy was survived by his three sons and legal heirs namely Late Shri Sarabha Reddy, Late Shri Narsimha Reddy and Shri Pratap Reddy. Late Shri. Sarabha Reedy was survived by his two sons namely Shri P. Purushotham Reddy and Shri P. Venkat Ram Reddy. Late Shri. P. Narsimha Reddy is presumed dead as he is missing for over 2 decades. Late Shri. P. Narsimha Reddy was survived by his wife Smt. P. Susheela, and son Shri P. Narender Reddy.

1.6. After the death of the original pattedars referred above, Sri. Palle Sanjeev Reddy, Sri. Palle Prabhakar Reddy, Smt. Palle Renuka, Sri. Palle Ravinder Reddy, Sri. Palle Pratap Reddy, Sri. Palle Purushotham Reddy, Sri. Palle Venkat Ram Reddy, Smt. Palle Susheela, Palle Narayana Reddy, Palle Narsimha Reddy, Palle Venkat Reddy and Shri. P. Sanjeev Reddy (collectively referred to as Original Owners) being the only legal heirs of the original pattedars became the lawful owners and possessors of land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part) of Cherlapally Village, Ghatkesar Mandal, Medhchal-Malkajgiri District.

1.7. After due proceedings of the MRO/RDO, the names of the Original Owners were mutated in the revenue records. Pahanis for the year 2002-03 reflect their names as owners and possessors of land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District. Patta Passbook and title book have been issued to them by the Mandal Revenue Office, Ghatkesar Mandal, R.R. District as per the details given below.

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For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP
SILVER OAK REALTY

Authorised Rep. Soham Modi

S.No.	Name of Pattedar	Patta & Passbook no.	Title book no.		Extent
1.	P. Sanjeev Reddy Vendor No. 1	20 & 177970	10420	Sy. No. 14	Ac. 1-06 Gts.
				Sy. No. 18	Ac. 1-00 Gts.
				Sy. No. 294	Ac. 1-28 Gts.
2.	P. Prabhakar Reddy Vendor No. 2	9 &177959	10409	Sy. No. 11	Ac. 0-09 Gts.
				Sy. No. 12	Ac. 0-09 Gts.
				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.
3.	P. Bal Reddy Vendor No. 3	7 &177957	10407	Sy. No. 11	Ac. 0-10 Gts.
				Sy. No. 12	Ac. 0-08 Gts.
				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.
4.	P. Ravinder Reddy Vendor No. 4	10 &177960	10410	Sy. No. 11	Ac. 0-09 Gts.
				Sy. No. 12	Ac. 0-09 Gts.
				Sy. No. 15	Ac. 0-06 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.
5.	P. Pratap Reddy Vendor No. 5	14 &177964	10414	Sy. No. 14	Ac. 0-15 Gts.
				Sy. No. 18	Ac. 0-13 Gts.
				Sy. No. 294	Ac. 0-23Gts.
6.	P. Purushotham Reddy Vendor No. 6	24 &114695	12506	Sy. No. 14	Ac. 0-08 Gts.
				Sy. No. 18	Ac. 0-06 Gts.
				Sy. No. 294	Ac. 0-12 Gts.
7.	P. Venkat Ram Reddy Vendor No. 7	12 &114694	12505	Sy. No. 14	Ac. 0-08 Gts.
				Sy. No. 18	Ac. 0-07 Gts.
				Sy. No. 294	Ac. 0-12 Gts.
8.	P. Susheela Reddy Vendor No. 8	13 &114696	12507	Sy. No. 14	Ac. 0-15 Gts.
				Sy. No. 18	Ac. 0-13 Gts.
				Sy. No. 294	Ac. 0-23 Gts.
9.	P. Narayana Reddy Vendor No. 9	4 &177954	10404	Sy. No. 11	Ac. 0-13 Gts.
				Sy. No. 12	Ac. 0-12 Gts.
				Sy. No. 15	Ac. 0-09 Gts.
				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-23 Gts.
10.	P. Narsimha Reddy Vendor No. 10	6 &177956	10406	Sy. No. 11	Ac. 0-12 Gts.
				Sy. No. 12	Ac. 0-11 Gts.
				Sy. No. 15	Ac. 0-09 Gts.
				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
11.	P. Venkat Reddy Vendor No. 11	5 &177955	10405	Sy. No. 11	Ac. 0-13 Gts.
				Sy. No. 12	Ac. 0-12 Gts.
				Sy. No. 15	Ac. 0-09 Gts.
				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
12.	P. Sanjeev Reddy S/o. Narsi Reddy	8 &177958	10408	Sy. No. 11	Ac. 0-10 Gts.
				Sy. No. 12	Ac. 0-09 Gts.
				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.

1.8. By virtue of the above referred documents, recitals and records, the Original Owners became the absolute owners and possessors of about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy.

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For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP
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Authorised Rep. Soham Modi

1.9. Whereas a portion of the land, admeasuring about Ac. 0-39 Gts., referred above was encroached and effected in the existing road. The Original Owners were in possession of the balance land admeasuring about Ac. 17-11 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District. Whereas vide a registered Partition Deed bearing no. 12389/2007, dated 31.10.2007 executed between the Original Owners the share of land of Shri P. Sanjeev Reddy was separated by metes and bounds. Whereas the Remaining Owners (i.e., the Original Owners minus P. Sanjeev Reddy) became the absolute owners and possessors of undivided share in the balance land admeasuring about Ac. 15-37 Gts., forming part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District.

1.10. The Remaining Owners have retained about Ac. 0-05 gts., out of the above land and sold the remaining land admeasuring Ac. 15-32 gts., to The Confirming Party herein by way of sale deeds / Agreement of sale cum GPA, details of which are given below and registered at SRO Uppal. The Confirming Party has paid the entire consideration to the Remaining Owners and the same has been acknowledged by them.

Sl. No.	Type of document	Document no	Document date	Area
1	Sale deed	12466/07	05.10.2007	Ac. 4-00 gts
2	Sale deed	1359/08	07.02.2008	Ac. 3-00 gts
3	Sale deed	4783/08	17.05.2008	Ac. 0-35 gts
4	Agr. of sale cum GPA	4784/08	17.05.2008	Ac. 7-37 gts

1.11. The Confirming Party has sold land admeasuring Ac. 0-22 gts., out of the above said land to Shri Ramkrishna Reddy and others vide sale deed bearing no. 7459/2008 dated 31.07.2008, registered at SRO Uppal.

1.12. Accordingly, the Confirming Party became absolute owner of land admeasuring Ac. 15-10gts., forming a party of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District. The said land is hereinafter referred to as the Scheduled Land and more fully described in the foot of this document.

1.13. The Confirming Party sold 89 plots (nos. 1 to 95, excluding plot nos. 29 to 32, 82 & 95) to the Developer herein by way of agreement of sale dated 31.03.2017 and 17.01.2018 registered as document Nos. 7526/2017 and 920/2018 at SRO, Uppal. The Confirming Party has further agreed to sell plot nos. 29 to 32, 82 & 95 to the Developer on release of mortgage from GHMC. The Developer has developed a portion of the Scheduled Land into a Housing Complex consisting of 95 villas with common amenities like roads, open spaces, parks, clubhouse, utilities, etc., for the common enjoyment of the prospective purchasers of the villas being developed on the Scheduled Land. The Developer has further developed a clubhouse on the Scheduled Land for the common enjoyment of all owners/occupants in the Housing Project.

1.14. The Confirming Party has further sold additional parcels of land forming a part of the Scheduled Land as per details given below:

1.14.1. Land admeasuring about 648 sq yds was sold to M/s. Summit Builders by way of sale deed bearing no.7524/2017 dated 12.06.2017 registered at SRO, Uppal. This land was developed into a housing complex of 8 flats by Mrs. Tejal Modi who had inturn purchased the land by way of sale deed bearing no. 8393/2018 dated 28.04.2018 registered at SRO, Uppal. The building is numbered as 99 and the flats therein are numbered as 99-1A, 99- 1B, 99-2A, 99-2B, 99-3A, 99-3B, 99-4A & 99- 4B.

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For MODI HOUSING PVT. LTD.
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1.14.2. Land admeasuring about 146 sq yds was sold to M/s. Summit Builders by way of sale deed bearing no. 13834/2017 dated 24.10.2017 registered at SRO, Uppal. This land was developed into a villa by Mrs. Tejal Modi who had inturn purchased the land by way of sale deed bearing no. 8392/2018 dated 28.04.2018 registered at SRO, Uppal. The villa is numbered as 96.

1.14.3. Land admeasuring about 208 sq yds was sold to M/s. Summit Housing LLP by way of sale deed bearing no. 7525/2017 dated 12.06.2017 registered at SRO, Uppal. This land was developed into a villa by Mrs. Tejal Modi who had in turn purchased the land by way of sale deed bearing no. 8394/2018 dated 28.04.2018 registered at SRO, Uppal. The villa is numbered as 97.

1.15. The Confirming Party has sold 88 plots to the Vendor herein by way of agreement of sale dated 07-11-2019 registered as document Nos. 16252/19 at SRO, Uppal. The Confirming Party has further agreed to sell plot nos. 102, 104, 106, 108, 110 & 112 to the Vendor on release of mortgage from GHMC. The Vendor has paid the entire consideration to the Confirming Party and the same is acknowledged by the Confirming Party.

1.16. The Confirming Party has sold 20 plots to 10 individuals all belonging to the Mehta Family herein by way of agreement of sale dated 07-11-2019 registered as document Nos. 16253/19 at SRO, Uppal. The details of the ownership of individual plots of land is given in the said agreement of sale. The Mehta Family has paid the entire consideration to the Confirming Party and the same is acknowledged by the Confirming Party.

1.17. The Developer has developed a portion of the Scheduled Land into a Housing Complex consisting of 95 villas with common amenities like roads, open spaces, parks, clubhouse, utilities, etc., for the common enjoyment of the prospective purchasers of the villas being developed on the Scheduled Land. The Developer has further developed a clubhouse on the Scheduled Land for the common enjoyment of all owners/occupants in the Housing Project.

1.18. The Developer, the Vendor, members of the Mehta Family and Mrs. Tejal Modi have agreed to jointly develop the Scheduled Land into a single Housing Project consisting of 211 plots/villas and 8 flats along with a clubhouse and other common amenities and facilities to be enjoyed by all prospective purchasers of the said plots/villas/flats.

1.19. A separate Commercial Complex is also proposed to be developed on the Scheduled Land. However, the said Commercial Complex shall not form a part of the Housing Project and shall not be eligible to use the common amenities and facilities of the Housing Project. However, the Commercial Complex shall enjoy easement rights i.e., the approach road without any let or hindrance from prospective purchasers in the Housing Project.

2. DETAILS OF PERMITS:

2.1 Building permit and other statutory permits/NOCs have been obtained from appropriate authorities for all units in the Housing Project as per details given below.

2.2 The Confirming Party has made 3 applications for building permit for developing the Housing Project to GHMC on the Scheduled Land and obtained building permits as per the following details.

2.2.1 Permit for 68 villas (numbered as Villa nos. 1 to 68) and a club house was obtained from GHMC in file No. 56688/19/12/2015/HO, permit no. 53202/HO/EZ/Cir-1/2016 dated 03.05.2017.

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2.2.2 Permit for 27 villas (numbered as Villa nos. 69 to 95) was obtained from GHMC in in file no. 134535/07/07/2017/HO, permit no. 53421/HO/EZ/Cir-1/2016 dated 06.01.2018.

2.2.3 Permit for 114 villas (numbered as Villa nos. 101 to 214) and a Commercial Complex was obtained from GHMC in file no. 1/C1/06389/2018, Permit No. 1/C1/15777/2019 dated 31.10.2019.

2.3 M/s. Summit Builders obtained permit for construction of an apartment complex consisting of stilt + 4 upper floors in file no. 2/C1/09124/2017, permit no. 2/C1/08908/2017, dated 15.09.2017. The flats are numbered as 99-1A, 99- 1B, 99-2A, 99-2B, 99-3A, 99-3B, 99-4A & 99- 4B.

2.4 The permit for villa no. 96 was obtained from GHMC in file no. 3/C1/00038/2018, permit no. 3/C1/03573/2018 dated 27-02-2018.

2.5 The permit for villa no. 97 was obtained from GHMC in file no. 3/C!/08328/2017 permit no. 3/C1/09546/2017 dated 08-10-2017.

3 PROPOSED DEVELOPMENT:

3.1. The Vendor and Developer along with members of Mehta Family and Mrs. Tejal Modi propose to develop the Scheduled Land in accordance with the permit for construction/development into a Housing Project as per details given below:

3.1.1. The Developer shall develop plot nos. 1 to 95 along with villas constructed thereon at its own risk and cost.

3.1.2. The Developer shall develop the clubhouse and common amenities/utilities appurtenant to plot nos/villa nos. 1 to 95 at its risk and cost.

3.1.3. Mrs. Tejal Modi shall develop villa nos. 96 & 97 along with an apartment complex on plot no. 99 at its risk and cost.

3.1.4. The Vendor shall subdivide a portion of the Scheduled Land relating to villa nos. 101 to 214 by providing roads, utility services like water supply, electric power connection, sewage and develop open spaces/parks as provided in the building permit at its risk and cost i.e., the Vendor shall be responsible for developing the Layout.

3.1.5. The Developer shall construct villas on the plots purchased by the Vendor on terms and conditions given herein. The Developer agrees to construct villas for each prospective purchaser of a plots of land as given herein. The cost of construction of the villa shall be paid by the prospective purchaser to the Developer.

3.1.6. Members of the Mehta Family shall construct villa on 20 plots purchased by them at their risk and cost.

3.1.7. Villas of a standard look and type shall be constructed on each plot. Each plot shall be sold along with a villa constructed thereon.

3.1.8. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.

3.1.9. Clubhouse consisting of stilt + ground + 3 upper floors admeasuring about 7,000 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, childrens park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.

3.1.10. Each villa shall have a separately metered electric power connection.

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

3.1.12. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.

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For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP
SILVER OAK REALTY

Authorised Rep. Soham Modi

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

3.1.14. That the Purchaser 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 5 years from date of handing over possession of the completed villa or till the end of year 2026, whichever is later and all the villas in the project of Silveroak Villas shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any obstructions / objections.

3.1.15. The Purchaser shall not be entitled to amalgamate plots of land and make constructions thereon. This restriction on additions and alterations shall be in force upto end of 2034.

3.1.16. The Vendor 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 the villas.

3.2. The proposed project of development on the entire Scheduled Land is styled as 'Silver Oak Villas' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Silver Oak Villas shall always be called as such and shall not be changed. The apartment complex is styled as 'Silver Oak Residency'.

3.3. The Vendor, the Developer, members of the Mehta Family and Mrs. Tejal Modi shall be free to sell their share of plots/villas/flats to prospective purchasers without any let or hindrance or further reference to each other. The proposed housing complex of flats (Silver Oak Residency) and villas (Silver Oak Villas) shall be integrated into a single gated community with shared amenities and facilities like clubhouse, roads, infrastructure for water, electricity, etc. Prospective purchasers of these plots/villas/flats shall be entitled to enjoy the common amenities and facilities along with prospective purchasers of Silver Oak Villas.

4. SCHEME OF SALE / PURCHASE :

4.1 By virtue of the above documents, the Vendor has absolute rights to develop plots/villas falling to its share on the Scheduled Land and he is absolutely entitled to sell the villas to any intending purchaser.

4.2 The Vendor proposes to sell each villa to intending purchasers along with identifiable plot of land. The villa along with the plot of land shall be sold as the composite unit and cannot be separated into its constituent parts. The villa being sold by the Vendor to the Purchaser is detailed in Annexure-A and is hereinafter referred to as the Scheduled Villa.

4.3 However, The Vendor shall utilize the services of the Developer to construct a villa on the said plot of land. The Vendor may direct the Purchaser to pay part of the consideration directly to the Developer herein. The Developer shall construct the villa on the said plot as per the design and advice of the Vendor. The Developer shall act as an agency of the Vendor.

4.4 The Purchasers of the villas in the housing complex shall share all the common amenities provided by the Vendor 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 villa owners in the Housing Project.

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For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP
SILVER OAK REALTY

Authorised Rep. Soham Modi

4.5 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, land left for future development, etc., shall continue to belong to the Vendor or its nominees.

4.6 That the rights of further construction around the villa 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.

4.7 The Vendor/Developer shall enter/execute 2 separate agreements with the Purchaser as follows:

4.7.1 A Sale Deed for the said plot of land on receipt of entire consideration pertaining to the sale of land from the Purchaser. The details of the consideration are given in Annexure -A. The development of the layout shall be taken up by the Vendor at its cost.

4.7.2 An Agreement for Construction for construction of the said villa by the Developer for a consideration. The details of the consideration are given in Annexure -A. The activity of construction shall be limited to the construction/development activity within the plot of land. The Developer shall construct the said villa at its cost.

4.7.3 The Sale Deed and Agreement for Construction shall be executed simultaneously by the Vendor and Developer in favour of the Purchaser. Both documents shall be registered with the office of the sub-registrar.

4.8 The Vendor shall deliver possession of the Scheduled Villa only on payment of the entire sale consideration along with other charges like GST, stamp duty, registration charges, corpus fund, maintenance charges, etc., by the Purchaser to the Vendor/ Developer. The Purchaser shall be entitled to claim possession of the Scheduled Villa only upon payment of entire sale consideration along with all other charges to the Vendor.

4.9 At the request of the Purchaser the Vendor may give license to the Purchaser to enter the villa being purchaser 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 Villa till such time all dues are cleared and such a license given by the Vendor to enter the Scheduled Villa 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.

4.10 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 Villa registered in his favour and / or enter into an Agreement for Construction in respect of the villa with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Villa as a security for obtaining housing loan for the purposes of purchase and construction of the Scheduled Villa.

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4.11 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.

4.12 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.

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

4.14 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.

5. DETAIL OF VILLA BEING SOLD:

5.1 The Purchaser is desirous of purchasing a villa in the Housing Project and the Vendor is desirous of selling the same. The details of the villa no., area of villa, plot areas are given in Annexure –A attached to this agreement. Hereinafter, the villa mentioned in Annexure – A is referred to as the Scheduled Villa.

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/Developer to construct the villa 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 Villa, 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 Villa 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 Villa 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 pertaining to villa nos. 101 to 214 is attached as Annexure –D herein.

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

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6. SALE CONSIDERATION:

6.1 That in pursuance of this agreement of sale the Vendor agrees to sell the Scheduled Villa and the Purchaser agrees to purchase the Scheduled Villa for the consideration mentioned in Annexure –A. The consideration payable to the Vendor and the Developer are given in Annexure – A.

6.2 The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed, agreement of construction 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 Villa. 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 as per prevailing rules the consideration payable by the Purchaser to the Vendor towards the value of the sale deed does not attract GST i.e., the applicable rate of GST is nil. The consideration mentioned in the agreement of construction between the Purchaser and Developer attracts GST at the rate of 18% and the same shall be payable by the Purchaser to the Developer. The Purchaser agrees to pay GST to the Developer/Vendor at applicable rates that may change from time to time.

6.5 It is specifically agreed between the parties herein that nay 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 or 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.

6.6 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of providing water 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 being provided by such a government/ quazi government body on a pro-rata basis.

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6.7 It is specifically agreed between the parties herein that any benefit that has accrued or will accrue to the Vendor 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 Vendor 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.The consideration mentioned in Annexure -A is after considering the eligible input tax credit and thereby there is no profiteering by the Vendor/Developer with respect to GST.

7. DETAILS OF BOOKING :

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

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 Villa 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 Villa 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 Villa, 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 endeavor 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.

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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 villa 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.

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 60 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.

10.1.4 The Purchaser shall not be entitled to claim refund of GST, registration charges and such levies and taxes that may have been paid by the Vendor or Purchaser in the event of cancellation.

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 Villa 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 villa, the Purchaser shall re-convey the Scheduled Villa in favour of the Vendor or its nominees at its cost.

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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, GST, registration charges, 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 Villa 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. 7/- per sft per month, being the average expected rent for the Schedule Villa. 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.

11.3 That upon completion of construction of the Scheduled Villa 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 Villa or date of receipt of possession of the villa, 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 Villa including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, 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 Villa 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 villas as long as the Purchaser is able to enjoy possession of the Scheduled Villa 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 Villa. 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 villa is handed over to the Purchaser in a brand new condition.

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12. POSSESSION OF VILLA 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 villa 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 Villa 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.

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. It is proposed that the monthly maintenance charges payable by the Purchaser to the Association/Vendor shall be Rs. 2/- per sft from the deemed date of completion of the Scheduled Villa. The rate shall be subject to change and periodic upward revision.

13.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Villa, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Villa 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 villa. The details of corpus fund payable are given in Annexure – A. The details of the initial monthly maintenance charges payable by the Purchaser to the Association/Vendor, from the deemed date of completion of the Scheduled Flat is 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 villas. 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.

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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 villa nor shall the Purchaser 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 Housing Project.

14.2 That the Purchaser shall not be allowed to alter any portion of the villa that may change its external appearance upto the year 2026 and thereafter without due authorization from the Vendor and / or Association / Society in-charge of maintenance.

14.3 That the Purchaser 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 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 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 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 villas (g) install cloths drying stands or other such devices on the external side of the villas (h) store extraordinary heavy material therein (i) to use the roads or footpaths for storage of material (j) place shoe racks, pots, plants or other such material in the roads or footpaths 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 villas 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/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 shall not be responsible for any damage caused to such fixtures and furnitures removed by them. The Vendor/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.

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15. NOC FOR SURROUNDING DEVELOPMENT :

15.1 The Vendor / Developer / Confirming Party proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor 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 as and when called for.

15.2 That rights of further construction in and around the Schedule Villa, 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 he deems fit without any objection whatsoever from the Purchaser.

15.3 That the Purchaser 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 Housing Project and in respect to the Scheduled Villa and also the adjoining villas.

15.4 The Vendor reserves right to change the designs of the layout, blocks of villas, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Villa and that such changes do not affect the plan or area of the Scheduled Villa. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor 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 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, etc.
16.1.7 Irrigation department.
16.1.8 Environment department and pollution control board.

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16.2 Any conditions that are laid out in the Real Estate Regulation Act from time to time shall be applicable to the Vendor 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.

17. GUARANTEE OF TITLE:

17.1 That the Vendor covenants with the Purchaser that the Scheduled Villa 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 Villa or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Villa and shall not make any claims on that count hereafter.

18. GUARANTEE OF QUALITY OF CONSTRUCTION:

18.1 The Vendor shall provide a limited guarantee against construction defects for a period of one year from the deemed date of completion of the Scheduled Villa. The Vendor shall further provide a guarantee on the structure of the Scheduled Villa 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 Villa shall be required to give a list, in writing , of construction defects that require repair/corrections before taking possession of the Scheduled Villa. Such defects shall be repaired/corrected by the Vendor 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 Villa. The structural guarantee shall stand void if any structural or civil alterations are made to the Villa 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 in the Scheduled Villa.

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

19. DETAILS OF COMMUNICATION:

19.1 The details for communication of the Vendor 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 in writing about any change in the above.

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19.2 The Vendor shall communicate the due dates of installments, intimation of completion of villa 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.

20.2 That any and all disputes or differences between the Parties, in connection with this agreement its validity or any of the terms thereof, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Hyderabad / Secunderabad and the proceedings shall be in English. The parties shall appoint a single / sole mutually acceptable arbitrator, who shall be a retired judge preferably, to resolve the disputes and differences between the Parties. In case the Parties are unable to agree on a single/sole arbitrator then, each party shall appoint one arbitrator and the two arbitrators appointed shall nominate a third arbitrator for the purposes of arbitration. It is agreed that the fees /charges of the arbitrator so appointed shall be borne by both the parties equally. The jurisdiction for the purpose of this Agreement shall be Court at Secunderabad.

21. FORCE MAJEURE:

21.1 That in event of any delay in the completion of the construction of the Scheduled Villa 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, pandemic, Government orders, 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 Villa 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.

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Authorised Rep. Soham Modi

1 K. Reshma.

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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 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.

22.5 The Purchaser shall be entitled to pay the entire sale consideration payable to the Vendor or the Developer, entirely to the Vendor and the Vendor shall in-turn remit the amount due to the Developer from the payment received by it. Any amount paid to the Vendor or to the Developer shall be deemed to be paid to the Vendor/Developer jointly towards discharge of the Purchasers liability to pay the consideration and other amounts to the Vendor/Developer.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac.15-10gts., forming a party of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District (formerly known as Ranga Reddy District).and bounded by:

North By	Cherlapally Village
South By	Neighbours land in Sy. No. 5, 8, 9, 10, 168 & 296.
East By	Neighbours land in Sy. No. 137.
West By	Main road

WITNESSES:

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1 K. Rathna.

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PURCHASER

ANNEXURE- A

1.	Names of Purchaser:		Mrs. Kusuma Reshma & Mr. Mahender Kusuma	
2.	Purchaser's permanent residential address:		H. No. 1-1-379/264, Ground Floor, SRT 339, Jawahar Nagar, Ashok Nagar, Hyderabad - 500020	
3.	Purchaser's address for correspondence:		Same as above	
4.	Purchaser's Email ID for correspondence:		mahenderkusuma@gmail.com	
5.	Purchaser's Mobile no.:		8019970296 - 9705650378	
6.	Pan no. of Purchaser:		CGVPD1836Q	
7.	Aadhar card no. of Purchaser:		2187 0856 6960	
8.	Vendors address for correspondence		5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500 003.	
9.	Vendors Email ID for correspondence		kprasad@modiproperties.com	
10.	Name address & registration no. of Owners Association		Silver Oak Villas Owners Association, Cherlapally, Hyderabad.	
11.	Corpus fund payable to Association		50,000/-	
12.	Monthly maintenance charges		Rs.2/-per sft of SUBA for 2021 & 2022	
13.	Booking form no. & date		102033 - 17/01/2021	
14.	Type of villa		C2	
15.	No. of floors		Ground + 1 floor	
16.	No. of bedrooms		3 bedrooms	
17.	Details of Scheduled Villa:			
	a. Villa no.:		**141**	
	b. Plot area:		161Sq. yds.	
	c. Built-up area :		2040Sft.	
	d. Carpet area		1741Sft	
18.	Total sale consideration:		Rs.91,50,000- /- (Rupees Ninety One Lakhs Fifty Thousand only)	
19.	Sale consideration payable to Vendor for purchase of plot of land		Rs.54,90,000- /- (Rupees Fifty Four Lakhs Ninety Thousand only)	
20.	Consideration payable to Developer for construction of villa		Rs.36,60,000 - /- (Rupees Thirty Six Lakhs Sixty Thousand only)	
21.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.	21-01-2021	Cheque	25,000/-
	Total advance paid:			25,000/-

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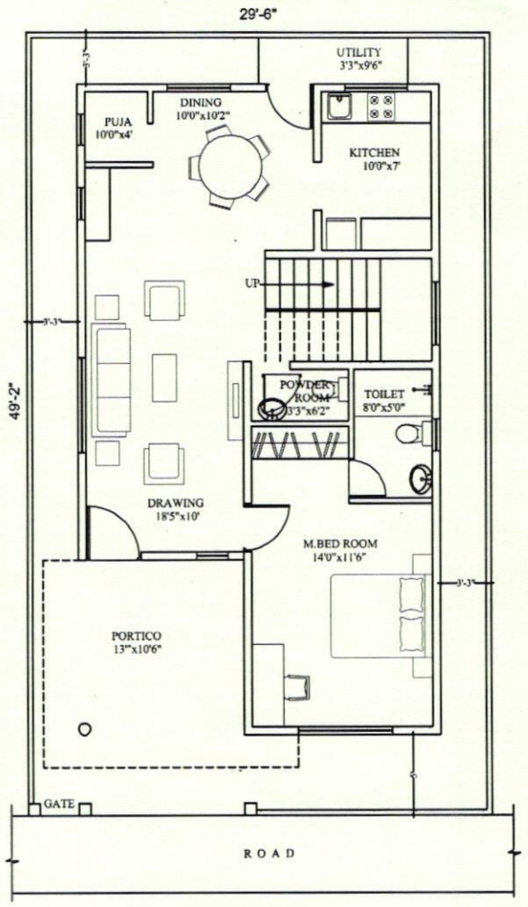
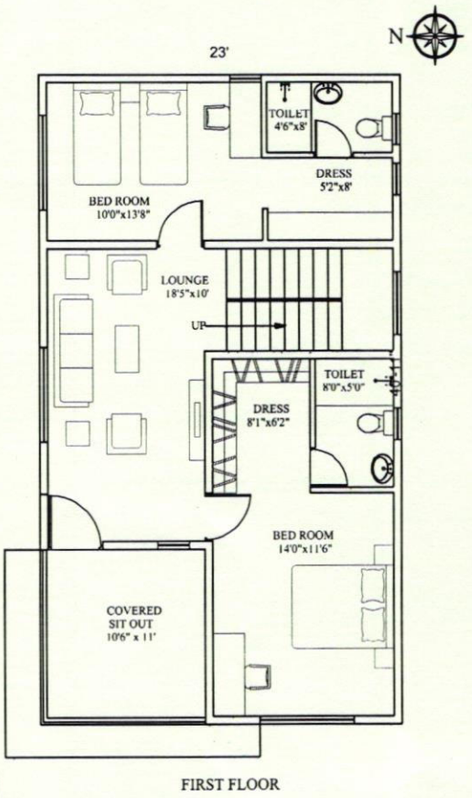
PURCHASER

ANNEXURE- B

Plan of the Scheduled Villa:





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22.	Payment terms:				
	Installment	Due date for payment	Amount payable to Vendor towards sale of land	Amount payable to Developer towards construction of villa	Amount payable to vendor towards amenities
	I	Within 15 days	2,00,000/-		
	II	Within 30 days	10,00,000/-		
	III	Within 7 days of casting plinth beam	37,65,000/-	3,66,000/-	
	IV	Within 7 days of completing RCC slab		10,98,000/-	
	V	Within 7 days of completing brickwork & plastering.		10,98,000/-	
	VI	On completion of finishing works like flooring, bathroom tiles, doors, windows, first coat of paint, etc.		10,98,000/-	3,00,000/-
	VII	On completion			2,00,000/-
23.	Scheduled date of completion:		31-05-2022		
24.	Description of the Schedule Villa: All that land forming plot no. 141 admeasuring about 161 sq yds, along with a villa constructed thereon, in the housing project named as Silver Oak Villas forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District (formerly known as Ranga Reddy District), bounded by: North by: Plot No. 140 South by: Plot No. 142 East by: Plot No. 157 West by: 30'wide road				

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ANNEXURE - C

Specifications of Scheduled Villa:

Item	Specifications
Structure	RCC
Walls	Cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD/emulsion.
Flooring	Branded 2 x 2 ft vitrified Tiles
Door frames	Non-teak/WPC
Main door shutter	Polished panel door
Door shutters	Painted panel doors with branded hardware
Windows	Aluminium sliding windows with grills
Sanitary	Cera /Parryware / Hindware or equivalent brand
CP fittings	Branded quarter turn
Bathrooms	Branded designer tiles upto 7ft.
Kitchen	Granite slab with 2 ft dado and SS sink
Electrical	Branded copper wiring with modular switches
Plumbing	CPVC/ PVC pipes.

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, if any, 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 Scheduled Villa 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 Villa for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the villa.
11. Specifications / plans subject to change without prior notice.

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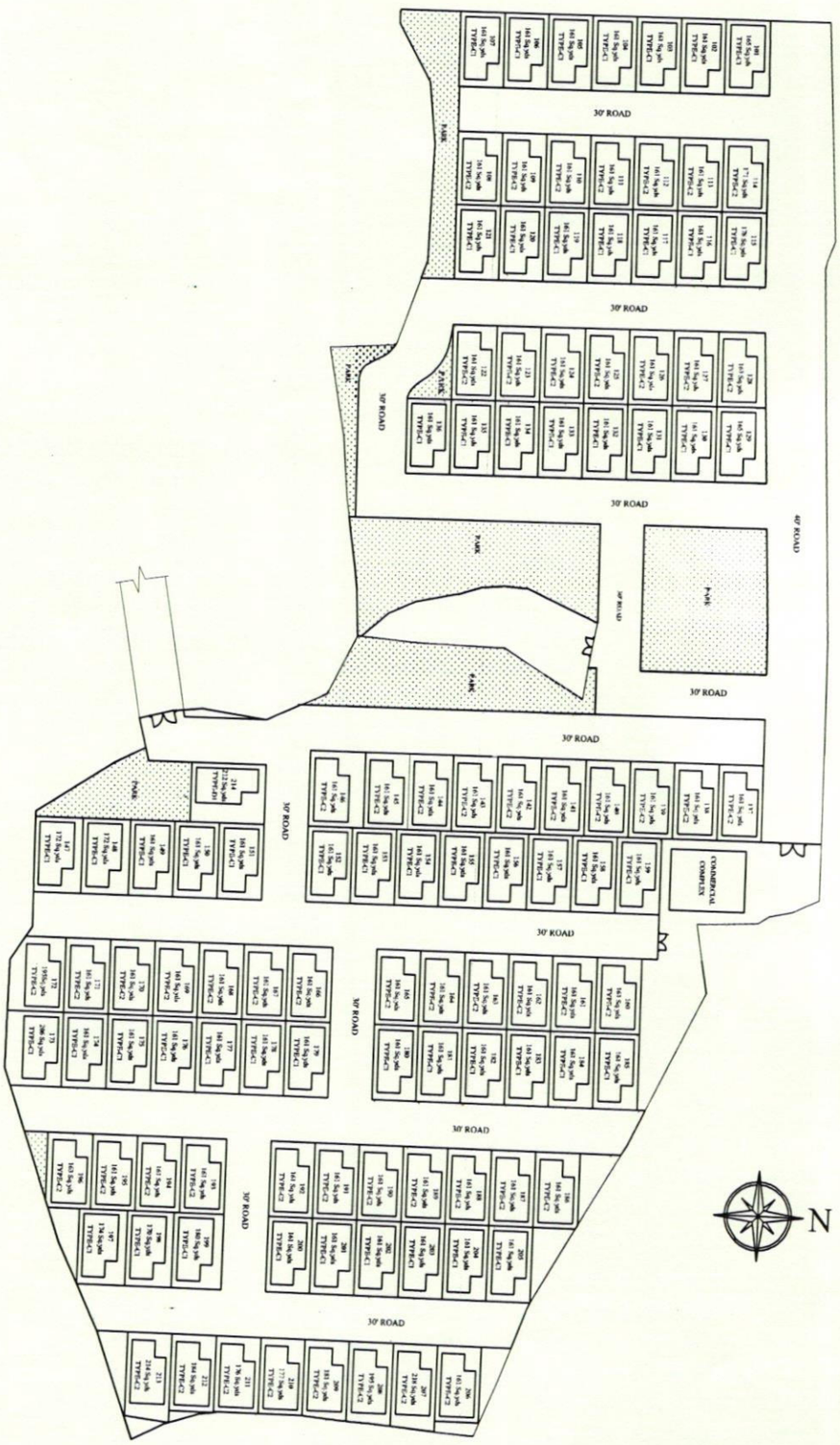
PURCHASER

ANNEXURE – D

Layout plan of the Housing Project:



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1 K. Rehana.

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