



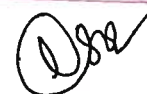
తెలంగాణ తెలంగాణ TELANGANA

S.No. 4636 Date: 09-10-2015

Sold to: PAVAN KUMAR

S/o.: ANJANEYULU

For Whom: B & C ESTATES

 D 716818

T. LALITHA

LICENSED STAMP VENDOR

LIC.No.16-09-074/2012,

Plot No.32, H.No.3-48-266,

Kakaguda, Karkhana,

Canmtt. Sec'bad. Ph:7842562342

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 21st day of November 2015 at Secunderabad by and between:

M/s. B & C ESTATES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its partners Mr. K. V. Subba Reddy S/o. Shri. K. Chandra Sekhar Reddy aged about 43 years, Occupation: Business, resident of Flat No. 502, Vasavi Homes, Street No.1, Uma Nagar, Kundanbagh, Hyderabad and M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its registered office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad, represented by its Managing Director, Sri Soham Modi, S/o. Sri Satish Modi, aged about 44 years, hereinafter referred to as the Vendor.

In favour of

Mrs. Jyothirwani Thogaru, wife of Mr. R. Mahesh Kumar aged about 33 years, residing at Flat No. 205, Block-F, Mayflower Park, Mallapur, Hyderabad - 500056, 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.

For B & C ESTATES


Partner

For B & C ESTATES


Partner



WHEREAS:

- A. The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming a part of survey no. 2/1/1, 183, 184, 190 & 191 Mallapur Village, Uppal Mandal, Ranga Reddy District admeasuring about Ac. 3-29 Gts. by virtue of a registered sale deeds dated 31.10.2006, 18.11.2006 and 22.11.2006 bearing document nos. 16096/06, 17638/06 & 18995/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R.R. District, executed by its former owners viz., Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, Mr. M. Venkata Narsimha Rao S/o. Shri M. Venkat Rama Rao and Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- B. The total land admeasuring Ac. 3-29 Gts., forming a part of Survey no. 2/1/1, 183, 184, 190 & 191 of Mallapur Village, Uppal 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 former owners, possessors and pattedars namely:
- Shri. M. Venkata Narsimha Rao, son of Shri M. Venkat Rama Rao,
 - Shri. M. Venkat Ramana Rao, son of Shri M. Venkat Rama Rao
 - Smt. M. Suneetha, daughter of Shri M. Venkat Rama Rao
- D. Late Smt. M. Chandu Bai, W/o. late. M. Venkata Narsimha Rao was the original pattedar of a larger extent of agricultural land in Mallapur village, Uppal Mandal, Ranga Reddy District. The Scheduled Land is a part of the larger extent of land owned by her.
- E. Late Smt. M. Chandu Bai died on 27th August, 1992 and by her will dated 9th June, 1992 bequeathed lands in Mallapur Village to her grand children, the former owners referred to above. The Scheduled Land forms a part of lands bequeathed to her grand children.
- F. As per the proceedings of the MRO bearing no. ROR/Rectification/3/94 dated 18.05.1994 the names of the original pattedars were mutated in the revenue records. Pahanis for the year 1995/96 reflect the names of the original pattedars as owners and possessors of lands in Mallapur Village, including the Scheduled Land. Patta passbook and title book have been issued in favour of the previous owners by the Mandal Revenue office, Uppal 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	Sy. No
1	M. Venkata Narsimha Rao	26	51094	171929	Ac. 0-30 Gts.,	183
					Ac. 0-14 Gts.,	184
2	M. Venkat Ramana Rao	27	51095	170930	Ac. 1-02 Gts.,	2/1/1
					Ac. 0-07 Gts.,	191
3	M. Suneetha	28	51096	171931	Ac. 1-26 Gts.,	190

- G. Vide proceedings of the Tehsildar Uppal Mandal bearing no. B/4587/2008 and B/4588/2008 dated 25.07.2008 land admeasuring Ac. 3- 29 Gts., forming part of survey no.2/1/1, 183, 184, 190 & 191 Mallapur Village, Uppal Mandal, Ranga Reddy District was mutated in favour of the Vendor herein.

For B & C ESTATES

Partner

For B & C ESTATES

Partner

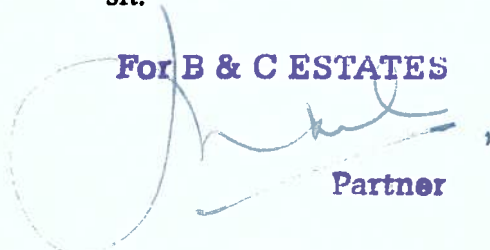
- H. The Vendor has obtained permission from GHMC in file no. 3915/18/01/2013 for developing the Scheduled Land into a residential complex of 370 flats, consisting of two basements, ground and nine upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc. The total proposed construction consists of two basements, ground and nine upper floors.
- I. 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.
- J. The Vendor proposes to develop the Scheduled Land by constructing about 370 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.
- K. The proposed project of development on the entire Scheduled Land is styled as 'Mayflower Grande'.
- L. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and flat no. C-202 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 Mayflower Grande. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- M. The Vendee is desirous of purchasing flat no. 202 on the second floor in block no. 'C' and car parking space as a package in the proposed residential complex known as Mayflower Grande and has approached the Vendor.
- N. The Vendee has made a provisional booking vide booking form no. 1230 dated 06.11.2015 for the above referred flat and has paid a booking amount of Rs. 25,000/- to the Vendor.
- O. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

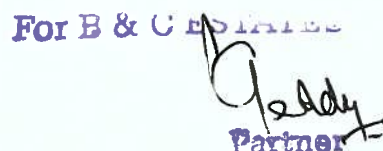
NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Vendee agrees to purchase a Semi-deluxe flat together with proportionate undivided share in land and parking space as a package, as detailed here below in the residential complex named as Mayflower Grande, 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) Semi-deluxe flat no. 202 on the second floor in block no. 'C' admeasuring 1150 sq. ft. of super built up area.
- b) An undivided share in the Scheduled Land to the extent of 35.60 sq. yds.
- c) A reserved parking space for single car in the basement floor admeasuring about 100 sq. ft.

For B & C ESTATES

Partner

For B & C ESTATES

Partner



2. That the total sale consideration for the above shall be Rs. 35,62,500/- (Rupees Thirty Five Lakhs Sixty Two Thousand Five Hundred 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
06.11.2015	cheque no. 023951	Rs. 25,000/-

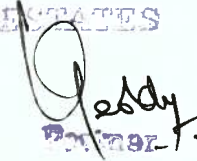
4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 35,37,500/- to the Vendor as under. The Vendor shall intimate the Vendee the stage of construction for payment of the installments given below in writing to their last known address or by email (to rajeshwar.thogaru@gmail.com 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	19.11.2015	2,00,000/-
II	19.12.2015	5,00,000/-
III	Within 7 days of Completing Slab	14,18,750/-
IV	Within 7 days of completing brickwork and internal plastering	8,51,250/-
V	Within 7 days of completing flooring, bathroom tiles, doors, windows & first coat of paint	3,67,500/-
VI	On completion	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 date.
8. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for whatsoever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

For E & C ESTATES

 Partner

For E & C ESTATES

 Partner



38. 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 Mayflower Grande. 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 Mayflower Grande (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.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendee is a Firm, Joint Stock Company or any Corporate Body.
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.

For B & C ESTATES

Partner

For B & C ESTATES

Partner



SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 3-29 Gts., in Survey no. 2/1/1, 183, 184, 190 & 191 of Mallapur Village, Uppal Mandal, Ranga Reddy District and bounded by:

North By	Main road
South By	Sy. No. 191(part), 189, 184 (part)
East By	Sy no. 1/1 , 191 (part)
West By	Sy no. 190(part)

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming a Semi-deluxe flat bearing no. 202 on the second floor in block no. 'C' admeasuring 1150 sft. of super built-up area (i.e., 897 sft. of built-up area & 253 sft. of common area) together with proportionate undivided share of land to the extent of 35.60 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as Mayflower Grande, forming part of Sy. No. 2/1/1, 183, 184, 190 & 191 situated at Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

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

WITNESSES:

1.

2.

For B & C ESTATES

Partner

For B & C ESTATES

Partner

VENDOR

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	:	2' x 2' vitrified tiles
Door frames	:	Wood (non-teak)
Main door	:	Laminated / polished panel door
Other doors	:	Painted panel doors
Electrical	:	Copper wiring with modular switches
Windows	:	Powder coated aluminum windows with grills
Bathrooms	:	Branded ceramic tiles – 4 / 7 ft height
Plumbing	:	CPVC & PVC pipes
Sanitary	:	Cera / 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):

False ceiling	:	Choice of 3 designs for drawing and dining rooms
Windows	:	Pull down mosquito mesh in bedrooms
Bathrooms	:	Branded designer ceramic tiles – 4 / 7 ft height, bathtub in master bedroom, single lever shower fitting
Kitchen	:	Modular kitchen of specified design with hob, chimney and designer sink.

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 B & C ESTATES

Partner

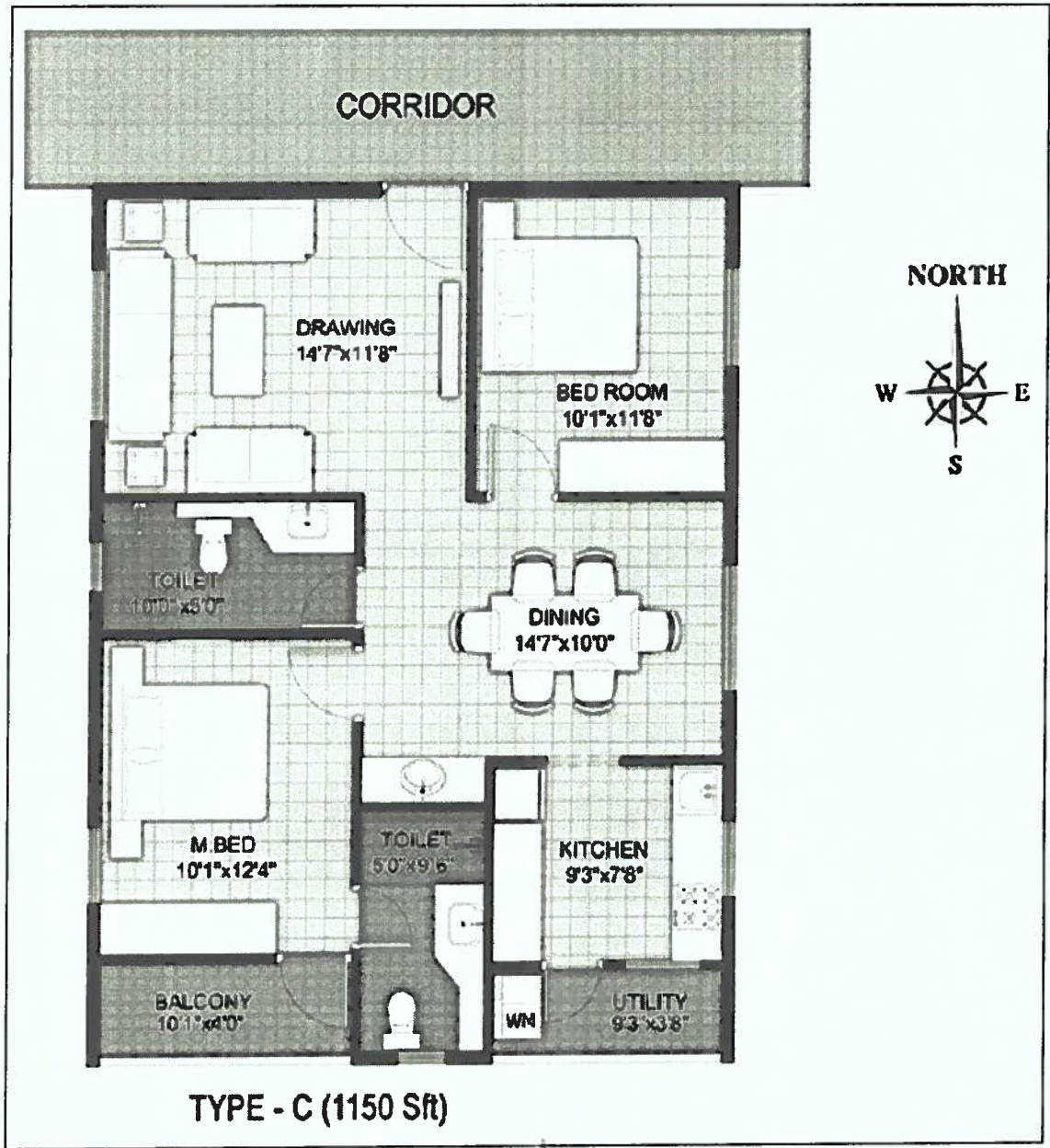
For B & C ESTATES

Partner

Plan showing flat no. 202 on the second floor in block no. 'C' of Mayflower Grande at Survey no. 2/1/1, 183, 184, 190 & 191, situated at Mallapur village, Uppal Mandal, Ranga Reddy District.

Vendor:	M/s. B & C Estates
Vendee:	Mrs. Jyothirwani Thogaru
Flat area:	1150 sft.
Undivided share of land:	35.60 sq.yds

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



WITNESSES:

- 1.
- 2.

For B & C ESTATES

Partner

For B & C ESTATES

Partner

VENDOR

VENDEE