



తెలంగాణ తెలంగాణ TELANGANA

S.No. 17406 Date:20-09-2018

Sold to:MAHENDAR

S/o.MALLESH

For Whom: B & C ESTATES

 T 776750

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-025/2018

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

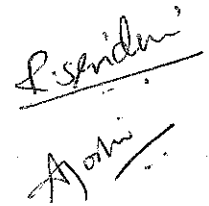
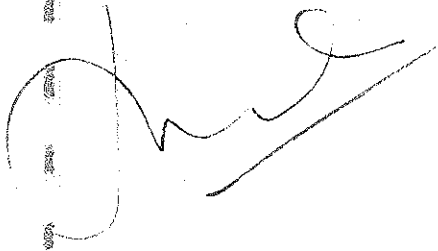
AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 22nd day of September, 2018 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, represented by its partners Mr. K. V. Subba Reddy, S/o. Mr. 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 Pvt. Ltd., a company incorporated under the companies Act 1956, and having its registered office at 5-4-187/3&4, Mansion, M.G. Road, Secunderabad, represented by its Managing Director, Mr. Soham Modi, S/o. Late Sri Satish Modi, aged about 47 years, herein after referred to as the 'Vendor'

AND

Mr. Vulli Srujan, son of Mr. V. Ranga Rao, aged about 34 years, residing at H.No.3/339/1, Pandrajugudem, Machilipatnam, Krishna Dist., Andhra Pradesh-521 001, herein after referred to as the "Consenting Party".



In favour of

1. Mrs. Sridevi Joshi Morkhandikar, wife of Mr. Ambadas Joshi Morkhandikar, aged about 31 years,
2. Mr. Ambadas Joshi Morkhandikar, son of Mr. Narayan Joshi, aged about 37 years, both are residing at H.No.3-13-1/7, Srinivasapuram, Ramanthapur, Amberpet, Hyderabad, Telangana-500 013, hereinafter referred to as the 'Vendee'.

The term Vendor, Consenting Party 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 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., in survey nos. 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 previous owners, possessors and pattedars namely:
 - Shri. M. Venkata Narsimha Rao, son of Shri. M. Venkat Rama Rao
 - Shri. M. Venkata Ramana Rao, son of Shri. M. Venkat Rama Rao
 - Smt. M. Suneetha, daughter of Shri. M. Venkat Rama Rao
- D. The Vendor have 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.
- 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 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 Consenting Party/Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- G. The proposed project of development on the entire Scheduled Land is styled as 'Mayflower Grande'.
- H. The Vendee has inspected all the documents relating to the title of the Vendor/ Consenting Party in respect of the Scheduled Land and flat no. E-201 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 Mayflower Grande. The Vendee upon such inspection is satisfied as to the title and competency of the Consenting Party.

- I. The Vendee is desirous of purchasing flat no. E-201 in the proposed residential project known as Mayflower Grande and has approached the Consenting Party.
- J. The Vendor had agreed to purchase the said flat from the Consenting Party herein as per terms and conditions mentioned in booking form no. 1280 dated 22.05.2017. The Consenting Party has paid an amount of Rs. 44,60,000/- (Rupees Forty Four Lakhs Sixty Thousand Only) being the total sale consideration of Rs. 44,60,000/- (Rupees Forty Four Lakhs Sixty Thousand Only) to the Vendor. The Consenting Party has sold the said flat to the Vendee and has requested the Vendor to join in execution of this agreement of sale in favour of the Vendee. Accordingly, at the request of the Consenting Party and the Vendee the Vendor has joined in executing this agreement as their confirmation of the above.
- K. The Vendee shall pay the entire consideration to the Consenting Party. The Consenting Party shall be liable to clear all dues, if any, to any Housing Finance Companies from which the Consenting Party has taken a loan for purchase of the said flat.
- L. 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 Consenting Party agrees to sell for a consideration and the Vendee agrees to purchase a Deluxe flat 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) Deluxe flat No. E-201 admeasuring 1200 sft. of built up area.
- b) Total area of Land to the extent of 37.15 Sq.yds.

2. That the total sale consideration for the above shall be Rs. 44,60,000/- (Rupees Forty Four Lakhs Sixty Thousand Only).
3. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Consenting Party which is hereby admitted and acknowledged by the Vendor.

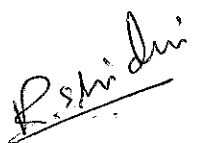
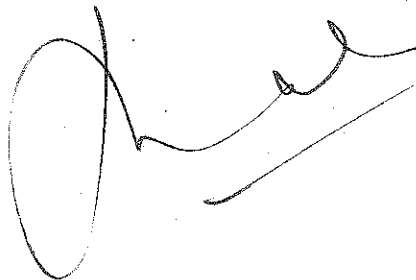
Date	Mode of Payment	Amount
07.09.2018	Cheque no: 851126	Rs. 2,25,000/-

4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 42,35,000/- to the Consenting Party as under. The Consenting Party 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 joshi.ambadas@gmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.

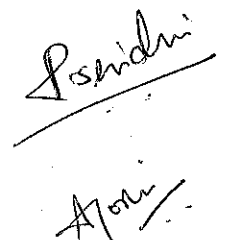
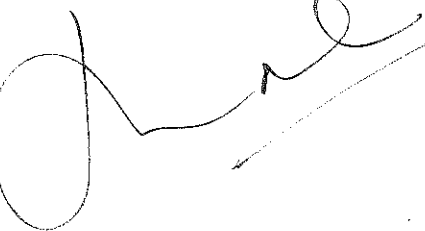
Installment	Due date for payment	Amount
I	Within 30 days of booking	Rs. 6,67,000/-
II	Within 60 days of booking	Rs. 35,68,000/-

5. That the Vendee shall pay the installments as mentioned above regularly in favour of the Consenting Party 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. That the Consenting Party shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Vendee. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
7. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavor to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Consenting Party 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 Consenting Party by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.
8. 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 Consenting Party. Any default in payment by such financier to the Consenting Party 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.
9. That any time given to the Vendee for fulfillment of his obligations hereunder by the Consenting Party or the nominee of the Consenting Party 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 Consenting Party in any manner whatsoever.
10. That in case of delay in the payment of installments for more than 1 month from the due date, the Consenting Party shall at his discretion be entitled to cancel this agreement and the Consenting Party 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 Consenting Party 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.
11. That in case of delay in the payment of installments for more than 1 month from the due date, the Consenting Party shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Vendee and the Consenting Party need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.
12. The Consenting Party shall be entitled to re-allot / sell the said Scheduled flat thus cancelled in favour of any other person. No notice from the Consenting Party 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 Consenting Party and the defaulting Vendee shall have no say in or to object to the same.



13. 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 /Consenting Party and the authority of Consenting Party to transfer the rights hereunder and the Vendee shall not hereafter, raise any objection on this count. That the Consenting Party 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 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 Consenting Party 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.
14. 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 and 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 Consenting Party shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
15. 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, GST 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.
16. That from the intimation as to possession or completion of the Scheduled Flat or date of receipt of possession of the flat, whichever is earlier the Vendee shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Schedule Flat 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.
17. That the Vendee shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the flat before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement
18. That the name of the project which is styled by the Vendor as Mayflower Grande shall always be called as such and shall not be changed.
19. That the Vendee shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Consenting Party and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2030 and all the flats in the project of Mayflower Grande shall have a similar elevation, color scheme, etc. for which the Vendee shall not raise any obstructions / objections.
20. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Vendee make any additions or alterations in the flat without the written permission of the Consenting Party and / or any other body that may be formed for the purposes of maintenance of the Mayflower Grande.



21. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Mayflower Grande and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Consenting Party 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 Consenting Party. If the Vendee ever fails to pay maintenance charges for his/her house, the association / Consenting Party shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. The Vendee shall pay a sum of Rs. 25,000/- for flat by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed flat.
22. 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.
23. 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 Consenting Party 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.
24. 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.
25. 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.
26. That the Consenting Party shall cause this Agreement of sale to be registered in favour of the Vendee as and when the Vendee intimates in writing to the Consenting Party his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
27. 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.
28. 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.

29. 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.

30. 'The Consenting Party hereby indemnifies the Consenting Party against any claims from third parties deriving their interest from the Vendor'.

SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 3-29 Gts., in survey nos. 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 FLAT

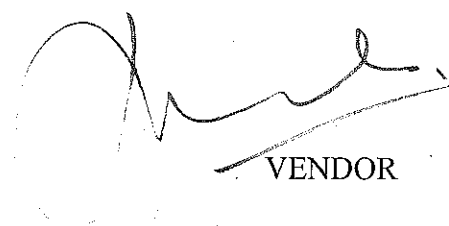
All that portion forming a Deluxe flat bearing no. 201 on the second floor in block no.'E' admeasuring 1200 sft. of super built-up area (i.e., 936 sft of built up area & 264 sft. of common area) together with proportionate undivided share of land to the extent of 37.15 sq. yds and reserved parking space for single car in the basement admeasuring about 100 sft. in the residential project named as Mayflower Grande, forming part of Sy. Nos. 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	Open to Sky
South By	6'-6" Wide corridor
East By	Open to Sky
West By	6'-6" Wide corridor

WITNESSES:

1.

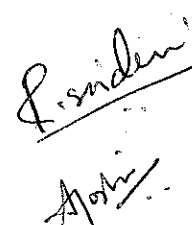
2.



VENDOR

CONSENTING PARTY

VENDEE



SCHEDULE C

Specifications

Semi-deluxe flat:

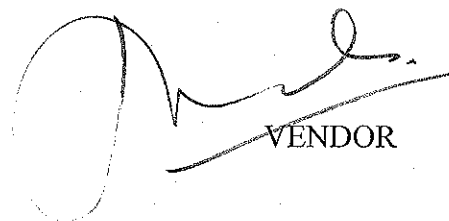
Structure	:	RCC
Walls	:	4"/6" solid cement blocks
External painting	:	Exterior emulsion
Internal painting	:	Smooth finish with OBD
Flooring	:	2' x 2' vitrified tiles
Door frames	:	Wood (non-teak)
Main door	:	Laminated / polished panel door
Other doors	:	Painted panel doors
Electrical	:	Copper wiring 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):

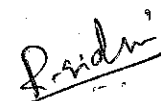
False ceiling	:	Choice of 3 designs for drawing and dining rooms
Windows	:	Pull down mosquito mesh in bedrooms
Bathrooms	:	Branded designer ceramic tiles – 4 / 7 ft height, bathtub in master bedroom, single lever shower fitting
Kitchen	:	Modular kitchen of specified design with hob, chimney and designer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

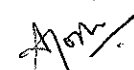
Note:

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.


VENDOR

CONSENTING PARTY


VENDEE

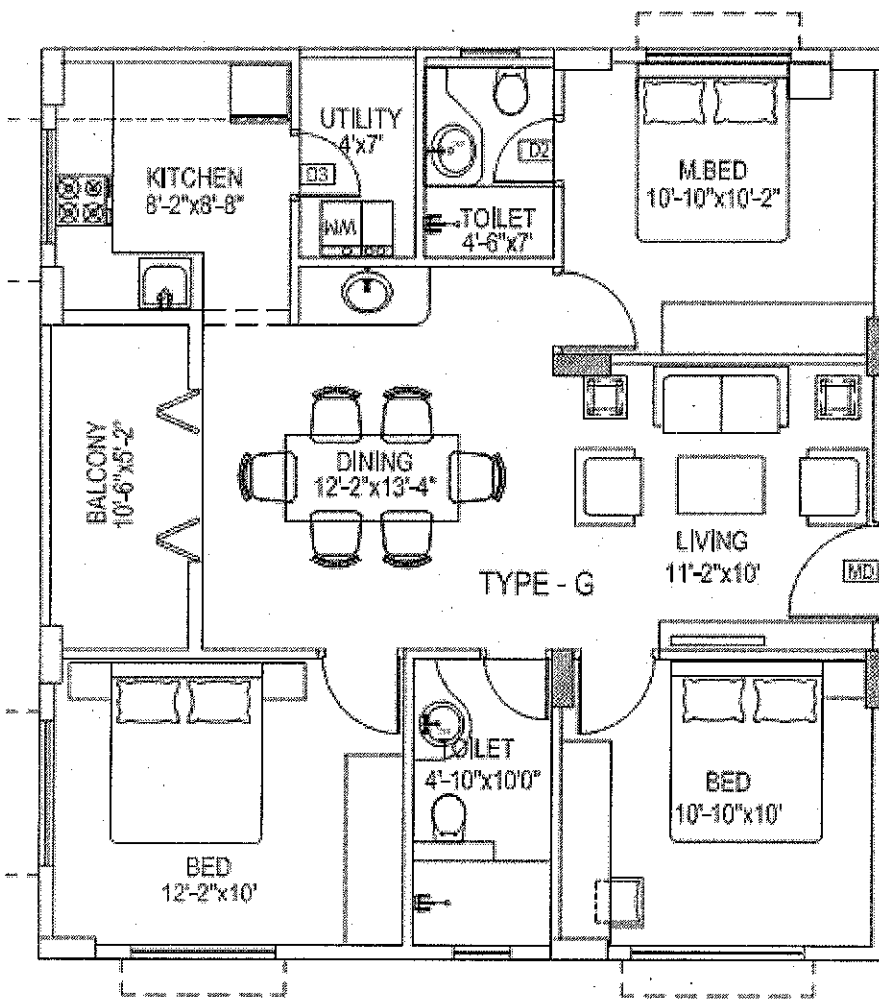


Plan showing Flat No. 201 on the second floor in block no. 'E' of Mayflower Grande at Survey Nos. 2/1/1, 183, 184, 190 & 191 situated at Mallapur village, Uppal Mandal, Ranga Reddy District.

Vendor:	M/s. B & C Estates
Consenting Party	Mr. Vulli Srujan
Vendee:	Mr. Ambadas Joshi Morkhandikar
Flat area:	1200 sft.
Undivided share of Land:	37.15 sq.yds

Boundaries :

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

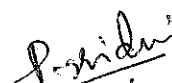


WITNESSES:

- 1.
- 2.


VENDOR

CONSENTING PARTY


VENDEE