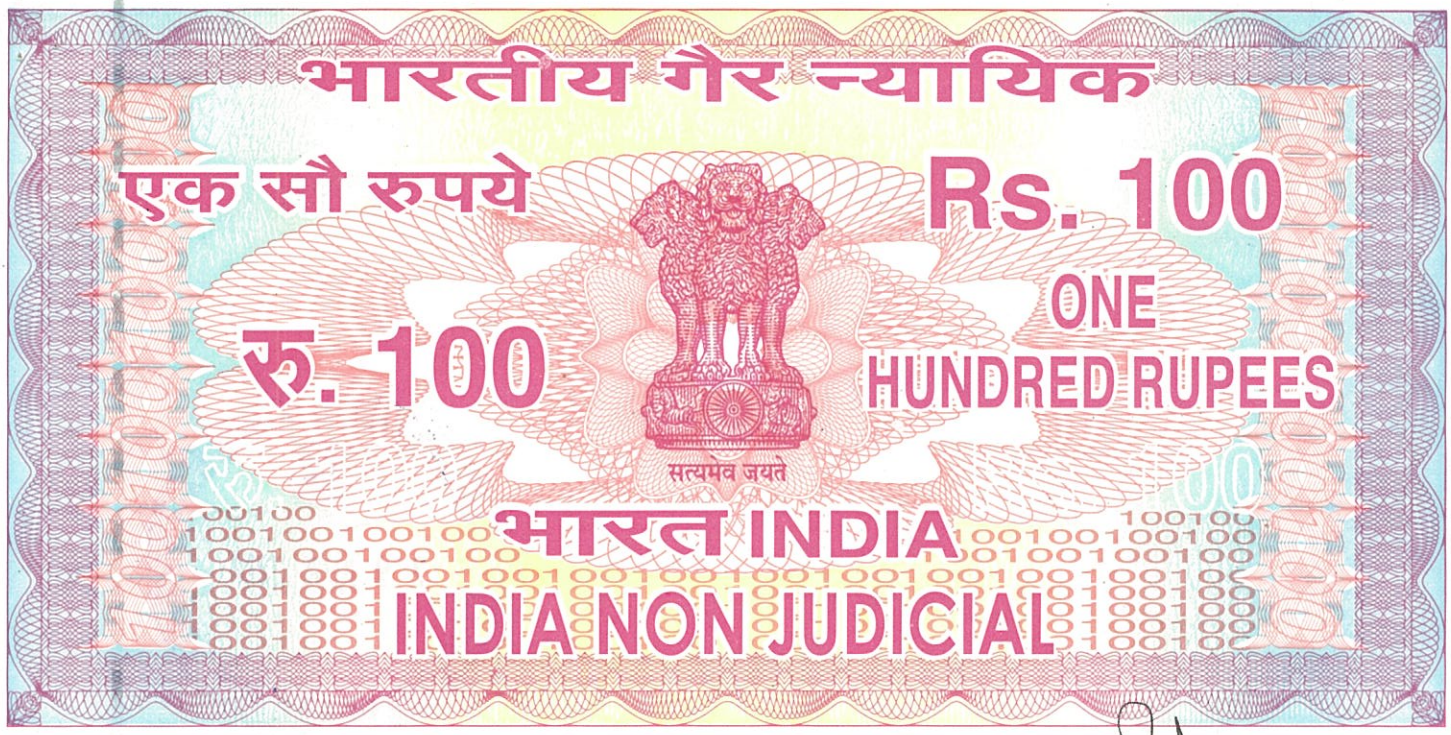

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H 416412

S.No. **11884** **Date:08-05-2017**

Sold to: P. HYMAVATHI

W/o.P. CHANDRA SEKHAR REDDY

For Whom: SELF

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-029/2015
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 09th day of January 2019 at Secunderabad by and between:

Smt. P. Hymavathi, Wife of Shri. P. Chandra Sekhar Reddy, aged about 48 years, residing at resident of Plot No. 14, Anupuram Colony, E.C.I.L Post, Hyderabad – 500 062, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

AND

M/s. Vista Homes, a registered Partnership firm having its office at 5-4-187/3 and 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003., represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubliee Hills, Hyderabad and (2) Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 45 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad, hereinafter called the "Consenting Party" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

P. Hymavathi For VISTA HOMES For VISTA HOMES

IN FAVOUR OF

Mr. Gurajada Kartheek, son of Mr. Gurajada Venkata Ramana, aged about 29 years, residing at 13-45-3, , hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

WHEREAS:

A. Originally, land admeasuring Ac. 5-25 Gts., in Survey Nos. 193, 194 & 195, Kapra village, Keesara Mandal, Ranga Reddy District (hereafter referred to as the Schedule Land) belonged to a partnership firm M/s. Vista Homes having purchased the same by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

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

B. M/s. Vista Homes is developing the Scheduled Land into residential flats in a group housing scheme name and styled as 'VISTA HOMES' and obtained necessary technical approval from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012.

C. The Consenting Party i. e., M/s. Vista Homes at the request of the Vendor and Buyer are joining in execution of this Agreement so as to assure perfect legal title in favour of the Buyer and to avoid in future any litigation. The Consenting Party shall not have any share in the sale consideration agreed herein.

D. The Previous Owner i.e., Mr. Chandrasekhar Reddy has entered into an agreement of sale dated 23.03.2013 with M/s. Vista Homes (hereinafter referred to as the Builder) for purchase of Deluxe apartment bearing flat no. 103 on the first floor in block 'D' admeasuring 950 sft. of super built-up area (i.e., 768 sft. of built-up area + 182 sft. of common area, 654 sft of carpet area) together with proportionate undivided share of land to the extent of 57.71 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as Vista Homes, situated at Survey Nos. 193, 194 & 195, Kapra village, Keesara Mandal, Ranga Reddy District, hereinafter referred to as the Schedule Flat and is more fully described at the foot of the document.

E. As per the terms of the agreement of sale, the Builder has executed a registered sale deed dated 25.03.2013, bearing document no. 1542/2013 registered at the office of the Sub-Registrar, Kapra, and agreement of construction dated 25.03.2013 for sale of the Scheduled Flat in favour the previous Owner i.e., Mr. Chandrasekhar Reddy.

F. The Previous Owner i.e., Mr. Chandrasekhar Reddy has gifted apartment flat no. 103 on the first floor, in block no. 'D' in the project known as Vista Homes situated at Sy. Nos. 193, 194 and 195, Kapra Village, Keesara Mandal, R.R. District., admeasuring 950 sft of super built-up area along with undivided share of land to the extent of 57.71 sq. yds. and a reserved parking space for single car in the basement admeasuring 100 sft to his wife Smt. P. Hymavathi herein, vide registered gift deed bearing no. 755/ 2017 dated 23.02.2017 registered at S. R.O, Kapra, R. R. Dist.

× P.Hymavathi

For VISTA HOMES For VISTA HOMES

Partner Partner

×

G. The Buyer is desirous of purchasing flat no. 103 on the first floor in block no. 'D' (Scheduled Flat) in the proposed residential complex known as 'VISTA HOMES' and has approached the Vendor.

H. The Buyer has inspected all the title documents of the Vendor in respect of the Scheduled Flat as is satisfied with the capacity, competence and ability of M/s. Vista Homes to deliver the Schedule Flat completed in all respects. The Buyer after inspecting the title documents and approval for construction is satisfied with the title of the Vendor.

I. The Vendor has agreed to sell the Scheduled Flat together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 34,50,000/- (Rupees Thirty Four lakhs Fifty Thousand Only) and the Buyer has agreed to purchase the same.

J. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a 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 Vista Homes, which is more fully described in Schedule `B' annexed.

   Schedule of Flat:
   a) Deluxe Flat No. 103 on the first floor in block no. 'D' admeasuring 950 sft of super built up area.
   b) An undivided share in the Schedule Land to the extent of 57.71 Sq. Yds.
   c) A reserved parking space for single car in the basement, admeasuring about 100 sft.

2. That the total sale consideration for the above shall be Rs. 34,50,000/- (Rupees Thirty Four lakhs Fifty Thousand Only).

3. That the Buyer has paid an amount of Rs. 25,000/- (Rupees Twenty Five Thousand Only) to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.

4. The Buyer agrees to pay the balance sale consideration amount of Rs. 34,25,000/- (Rupees Thirty Four Lakhs Twenty Five Thousand Only) to the Vendor as per details given below:

Installment	Due date for payment	Amount
I	Within 15 days from date of booking	2,00,000/-
II	Within 30 days from date of booking	5,17,500/-
III	Within 7 days of completing slab	12,53,750/-
IV	Within 7 days of completing brickwork & plastering	7,52,250/-
V	Within 7 days of completing flooring, bathroom tiles, doors, windows & first coat of paint	5,01,500/-
VI	On completion	2,00,000/-

5. 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.

P. Hymavathi

For VISTA HOMES

Partner

For VISTA HOMES

Partner

6. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges as under:
   a) In case of failure of the Vendee to obtain housing loan within 15 days of 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/-
   b) In case of request for cancellation in writing within 30 days of provisional booking, 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.

7. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Vendee and the Vendor need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.

8. The Vendor shall be entitled to re-allot / sell the said Scheduled Flat thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Vendee to take action as stated herein, and such action shall be at the sole prerogative and discretion of the Vendor and the defaulting Vendee shall have no say in or to object to the same.

9. The relevant terms and conditions mentioned in the agreement of sale, sale deed and agreement of construction executed between the Builder and the Vendor shall remain in force and shall be applicable to the successor-in-interest i.e., the Buyer herein. Specifically, all clauses related to restriction of usage, additions and alterations, external appearance, corpus fund, membership & rules of the Association, housing loan, taxes, possession, completion of construction & final works, maintenance charges, terrace rights, rights of further construction, construction activity, structural changes, good upkeep, arbitration, etc., shall be applicable to the Buyer.

10. The construction of the Scheduled Flat shall be as per the specifications given in 'Schedule C'.

11. That on payment of the full consideration amount as mentioned above the Vendor shall deliver the possession of the Schedule Flat to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Schedule Flat and enjoy the same with all the rights and privileges of an owner.

12. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title and the permit for construction of the Vendor/Builder and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.

13. The Vendor convenants with the Buyer that the Schedule Premises is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.

14. That the residential complex shall always be called 'VISTA HOMES' and the name thereof shall not be changed.

15. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.

X P. Hymavathi

For VISTA HOMES

Partner

For VISTA HOMES

Partner

X

16. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

17. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales tax, VAT, service tax or any other similar levy that is leviable or may become leviable with respect to the sale or construction of the Scheduled Flat, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.

18. 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.

SCHEDULE `A'

SCHEDULE OF LAND

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

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

SCHEDULE `B'

SCHEDULE OF FLAT

All that portion forming a Deluxe flat bearing no. 103 on the first floor, in block 'D' admeasuring 950 sft. of super built-up area (i.e., 768 sft. of built-up area + 182 sft. of common area, 654 sft of carpet area) together with proportionate undivided share of land to the extent of 57.71 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the housing project named as Vista Homes, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R.R. District and bounded as under:

North By	open to sky
South By	open to sk
East By	open to sky
West By	6'-6''wide corridor

WITNESSES:

1.

For VISTA HOMES

Partner

For VISTA HOMES

Partner

VENDOR

2.

P. Hymavathi

CONSENTING PARTY

BUYER

SCHEDULE C

Specifications

Semi-deluxe flat:

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

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

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

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

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

Note:

1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
2. Changes to external appearance and color shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.
8. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Builder and subject to change from time to mime without prior notice.
9. Specifications / plans subject to change without prior notice

P. Hymavathi

For VISTA HOMES

Partner

For VISTA HOMES

Partner

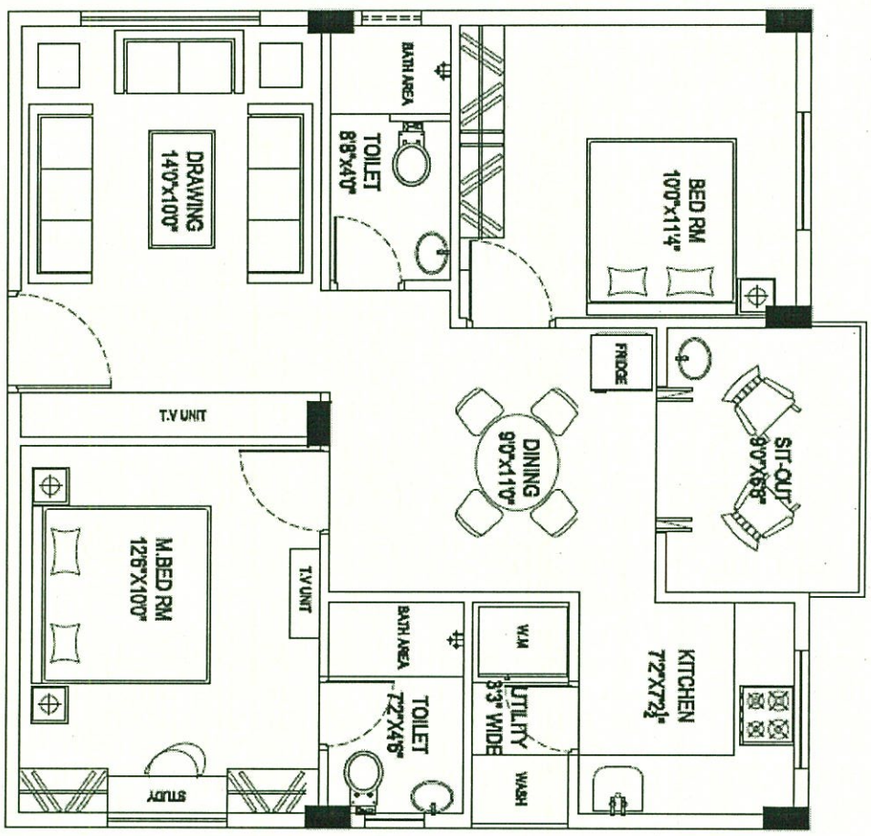
Plan showing Flat No. 103 on the first floor in block 'D' of Vista Homes at Survey Nos. 193, 194 & 195, situated at Kapra village, Keesara Mandal, Ranga Reddy District.

Vendor:	Smt. P. Hymavathi
Buyer:	Mr. Kartheek Gurajada
Flat area:	950 sft.
Undivided share of land:	57.71 sq.yds

Boundaries :

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

N



TYPE- C

For VISTA HOMES

Partner

For VISTA HOMES

Partner

VENDOR

Witness:

1.

2.

P. Hymavathi

CONSENTING PARTY

BUYER