

Form GST DRC-06

[See rule 142(4)]

Reply to the Show Cause Notice

ARN: ZD360225032223W

Date: 13/02/2025

1. GSTIN	36ABCFM6774G2ZZ		
2. Name	MODI REALTY (MIRYALAGUDA) LLP		
3. Details of Show Cause Notice	Reference No. ZD360222017167R	Date of issue 19/02/2022	
4. Financial Year	2020-2021		
5. Reply			
Dear sir, With respect to the show cause notice issued vide above reference number, we are herewith submitting the reply in form GST DRC-06 along with the annexures as specified in the reply. kindly consider the same and drop further proceedings in this regard.			
6. Documents uploaded			
GST Modi Realty Miryalguda LLP Apr'20 to Mar'21_11zon.pdf Annexure (1).pdf			
7. Option for personal hearing	☒ Yes	☐ No	

8.Verification-

I hereby solemnly affirm and declare that the information given herein above is true and correct to the best of my/our knowledge and belief and nothing has been concealed therefrom.

Signature of Authorized Signatory
Name : SOHAMMODI
Designation / Status: Designated
Partner
Date: 13/02/2025

FORM GST DRC - 06*[See rule 142(4)]***Reply to the Show Cause Notice**

1. GSTIN	36ABCFM6774G2ZZ	
2.Name	M/s. Modi Realty (Miryalaguda) LLP	
3.Details of Show Cause Notice	Ref. No. ZD360222017167R	Date of issue: 19.02.2022
4.Financial Year	April 2020 – March 2021	
5.Reply	Given as Annexure A	
6.Documents uploaded	a. Annexure-A	
7.Option for personal hearing	Yes- Required	☐ No

8.Verification -

I hereby solemnly affirm and declare that the information given hereinabove is true and correct to the best of my knowledge and belief and nothing has been concealed therefrom.


Signature of Authorized Signatory



ANNEXURE A:

FACTS OF THE CASE:

- A. M/s. Modi Realty (Miryalaguda) LLP (hereinafter referred as "Noticee") located at 5-4-187/3 and 4, Soham Mansion, 2nd Floor, M.G. Road, Secunderabad, Ranga Reddy, Telangana 500003 is inter alia engaged in the provision of taxable services viz. Works Contract and are registered with Goods and Services Tax department vide GSTIN No: 36ABCFM6774G2ZZ.
- B. Noticee is regularly discharging GST liability on such supply of services and filing periodical returns. Noticee has filed GSTR-09 for the period April 2020 – March 2021.the receipt
- C. Presently Noticee is in receipt of the Show Cause Notice vide Ref. No. ZD360222017167R dated 19.02.2022 for the period April 2020 – March 2021 under section 73 proposing to total demand amount of Rs. 30,83,456/- (CGST Rs. 15,41,728/-, SGST Rs 15,41,728/-). (Copy of Show Cause Notice is enclosed as **Annexure-I**).
- D. Subsequently, Noticee is in receipt of the Show Cause Notice vide Ref. No. ZD361124013285S dated 13.11.2024 for the period April 2020 – March 2021 under section 73 proposing to total demand amount of Rs.45,12,002/-(CGST Rs.22,56,001/-, SGST Rs 22,56,001/-) along with interest u/s 50 and penalty u/s 73 of the CGST Act, 2017.
- E. The Noticee has been filed reply against the above referred SCN on 24.02.2025 and attended the personal hearing on the same date. The adjudicating authority has already passed drop proceedings order vide Ref.No: ZD360125054633J dated 30.01.2025 against the above referred SCN. Since the Adjudicating authority had already verified, considered the submissions and passed the drop proceedings, the present demand shall be set aside.
- F. In response to the above notice, Noticee is herewith making the following submissions

A handwritten signature in black ink is written over a circular purple stamp. The stamp contains the text "MODI REALTY (MIRYALAGUDA) LLP" around the perimeter and "SEC'D" in the center.

Submissions:

1. Noticee submits that they deny all the allegations made in as they are not factually/legally correct.
2. Noticee submits that the provisions (including Rules, Notifications and circulars issued thereunder) of both the CGST Act, 2017 and the Telangana GST Act, 2017 are the same except for certain provisions. Therefore, unless a mention is specifically made to any dissimilar provisions, a reference to the CGST Act, 2017 would also mean a reference to the same provision under the Telangana GST Act, 2017. Similarly, the provisions of CGST Act, 2017 are adopted by IGST Act, 2017, thereby, the reference to CGST provisions be considered for IGST purpose also, wherever arises.

Duplication of the proceedings:

3. The Noticee would like to submit that the Noticee has received another SCN on the same issue vide Ref. No. ZD361124013285S dated 13.11.2024 for the period April 2020 – March 2021 under section 73 proposing to total demand amount of Rs.45,12,002/- (CGST Rs.22,56,001/-, SGST Rs 22,56,001/-) along with interest u/s 50 and penalty u/s 73 of the CGST Act, 2017. (A copy of the SCN in form DRC-01 is Enclosed as **Annexure_II**)
4. The Noticee has been filed reply against the above referred SCN on 24.02.2025 and attended the personal hearing on the same date. The adjudicating authority has already passed drop proceedings order vide Ref.No: ZD360125054633J dated 30.01.2025 against the above referred SCN. Since the Adjudicating authority had already verified, considered the submissions and passed the drop proceedings, the present demand shall be set aside. (Copy of drop proceedings order is enclosed as **Annexure_III**)
5. From the above-referred explanation it is clear that there is duplication of demands and the same is not valid. In this regard, reliance is placed on the following case laws:
A. Kandla Port Trust Versus Commissioner Of Central Excise & S.T., Rajkot 2019 (24) G.S.T.L. 422 (Tri. - Ahmd.) wherein it was held that
“The issue relates to demand of service tax on the charges collected as testing charges of bitumen. It has been pointed out that it is a duplicate demand in the sense that these charges are also included in the demand relating to

A handwritten signature in black ink is written over a circular official stamp. The stamp is purple and contains the text 'MIRYALAGUDA DISTRICT COLLECTOR'S OFFICE' around the perimeter and 'MIRYALAGUDA' in the center. There is also a star symbol within the stamp.

miscellaneous income. The appellants are not contesting demand under this head, except for appropriate adjustment in demand under the head of miscellaneous Income.

9. In view of the above, the appeal disposed of in following manner:-
(a) Demand on testing charges of Bitumen is confirmed. However, the same needs to be re-quantified against the miscellaneous income as admittedly, there is duplication of the demand."

B. Hindustan Copper Ltd. Versus Commr. Of C. Ex., Ranchi/Jamshedpur 2010 (259) E.L.T. 287 (Tri. - Kolkata) wherein it was held as follows

"5. No answers are forthcoming as to why a second Show Cause Notice dated 27-6-2005 was issued instead of an amendment to the Show Cause Notice dated 9-3-2005. If it was felt that there was need for issue of fresh Show Cause Notice, then there is no explanation as to why the first Show Cause Notice was not withdrawn. The basis for wide variation in the costs of production adopted in the two Show Cause Notices is not forthcoming. Such huge demands have been confirmed mechanically and very casually by the Commissioner by issuing cryptic notices and without discussing the issues in proper perspective. Equally sad is the conduct of the assessee in not making efforts to defend their case properly by presenting the basic facts before the Commissioner.

6. Apparently both the notices cannot be allowed to be supported by the Department as there is a clear duplication of demand. Thus, the department has to necessarily make a choice as to which of the notices they want to support before the Tribunal.

7. As already noted, both the notices have been passed by the same Commissioner on the same date after hearing the representation of the party and their advocate. Both sides have shown very casual approach leading to issue of impugned notices. To avoid further embarrassment to the senior officials of the assessee company and the officers of the department, we deem it appropriate to set aside both the notices and remand the matters to the Commissioner for de novo consideration after granting reasonable opportunity of hearing and after taking into consideration all the relevant materials on the issues and to issue a speaking notice."

C. Simplex Infrastructures Ltd. Versus Commissioner Of Service Tax, Kolkata 2016 (4) Tmi 548 - Calcutta High Court

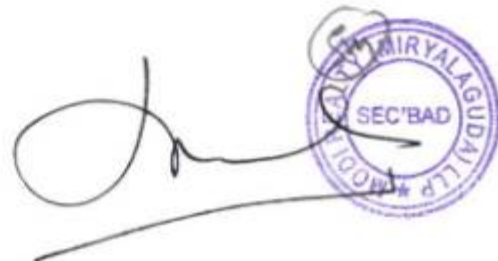


"It was observed that there could not be two assessments for the same period. Two show-cause notices could not, therefore, have been issued in relation to the same period. There cannot be the double assessment for the period 10th September 2004 to 31st September 2005 as the department has sought to do. The periods pertaining to which the show cause notice dated 21st April 2006 and the show cause notice dated 7th September 2009 were issued, overlapped to an appreciable extent. This is not permissible in law as held by this court in the case of Avery India Ltd.-vs.-Union of India (2011) (268 ELT 64) following the decision of the Hon'ble Supreme Court in the case of Dankan Industries Ltd.-vs.-Commissioner of Central Excise, New Delhi (2006) (201 ELT 517). Two show-cause notices could not have been issued in relation to the same period. The impugned show cause notice, therefore, cannot be sustained."

D. Calcutta High Court M/S. Avery India Limited & Anr vs Union Of India & Ors on 3 March, 2010

E. Rajesh Mittal Versus Union Of India, The Commissioner Central Goods And Services Tax, The Assistant Commissioner Central Goods And Service Tax, The Superintendent (Anti Evasion) Central Goods And Service Tax, The Principal Commissioner State Goods And Service Tax, The Assistant Commissioner State Goods And Service Tax, 2024 (2) Tmi 127 - Gauhati High Court.

6. Also, two assessments are not permissible in law for the same period, especially on the same issue and same period. This was confirmed in the decisions of **Duncans Industries Ltd. v. CCE 2006 (201) E.L.T. 517 (SC); Ambey Mining Pvt. Ltd. vs. Commissioner of State Tax, Dhurwa 2023 (76) G.S.T.L. 191 (Jhar.); V.S. Enterprises vs. State of UP 2022 (56) G.S.T.L. 287 (All.); Core Health Ltd. Vs. Union of India 2006 (198) E.L.T. 21 (Guj.); R.P Buildcon Private Ltd. Vs Superintendent CGST 2022(10) TMI 501(Cal.);**
7. From the above-referred submissions, it is clear that duplication of proceedings is not valid under law and for the same reliance was placed on the above case laws. Hence requesting you to consider the above submissions and drop the proceedings initiated in this regard.



8. Noticee submits that the impugned notice has proposed demand under following heads:

S.No.	Particulars	CGST	SGST
1	Proposed to disallow excess input tax compared to GSTR-2A and GSTR-3B	3,60,956	3,60,956
2	Exempted Turnover reported proposed to tax in the absence of documentary evidence	11,80,772	11,80,772
3	Total tax amount (1+2)	15,41,728	15,41,728

In Re: No Excess claim of ITC

9. Noticee submits that the impugned notice has alleged that there is an excess availment of ITC in GSTR-3B when compared to GSTR-2A and proposes to demand the tax amount of Rs.5,93,604/- (Rs 2,96,802/- in CGST and Rs.2,96,802/- in SGST) along with the interest and penalty.

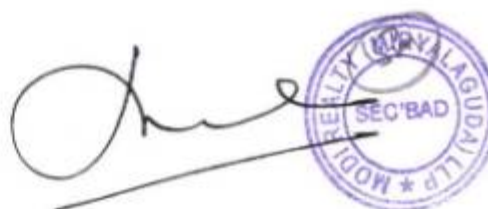
10. In this regard, Noticee would like to submit that Noticee has not availed any excess ITC and the Noticee would like to provide reconciliation between GSTR-2A and GSTR-3B in following table: (A copy of Updated GSTR-2A is enclosed as **Annexure-IV**).

S.No	Particulars	CGST	SGST
1	Net ITC claimed through GSTR-03 excluding RCM	47,12,331	47,12,331
2	ITC reflected in updated GSTR-2A	44,26,615	44,26,615
3	Reversal of ITC in table No.7(I) of GSTR-9 through DRC-03 vide ARN: AD3612210093520	37,615	37,615
4	ITC short reflected in GSTR-2A (1-2-3)	2,48,101	2,48,101

(Copy of Summary GSTR-3B summary and DRC-03 is Enclosed as **Annexure-V & VI**)

11. In this regard, Noticee submits that as to why Noticee is rightly eligible for ITC for the following reasons:

- a. ITC cannot be denied merely due to the non-reflection of invoices in GSTR-2A as all the conditions specified under Section 16 of CGST Act, 2017 are satisfied.

The block contains a handwritten signature in black ink and a circular official stamp in purple ink. The stamp has the text 'MODI REALTY (P) LTD.' around the perimeter and 'SEC' BAD' in the center.

- b. Noticee further submits that the Finance Act, 2022 has omitted Sections 42, 43 and 43A of the CGST Act, 2017 which deals ITC matching concept. The Noticee submits that the substituted Section 38 of the CGST Act, 2017 now states that only the eligible ITC which is available in the GSTR-2B (Auto-generated statement) can be availed by the recipient. Now, GSTR-2B has become the main document relied upon by the tax authorities for verification of accurate ITC claims. Hence, the omission of sections 42, 43 and 43A has eliminated the concept of the provisional ITC claim process, matching and reversals.
- c. Once the mechanism prescribed under Section 42 to match the provisionally allowed ITC under Section 41 is not in operation and has been omitted by the Finance Act, 2022 the effect of such omission without any saving clause means the above provisions was not in existence or never existed in the statute.
- d. The Section 38 read with Rule 60 had prescribed the FORM GSTR 2 which is not made available till 30.09.2022. Notification No. 20 Central Tax dated 10th Nov 2020 has substituted the existing rule to w.e.f. 1.1.2021 meaning thereby the requirement of Form GSTR 2 necessary in SCN to due compliance of Section 38. In the absence of the said form, it was not possible for the taxpayer to comply with the same. Further, Form GSTR 2 has been omitted vide Notification No. 19/2 Central Tax dated 28.09.2022 w.e.f. 01.10.2022.
- e. Section 42 clearly mentions the details and procedure of matching, reversal, and reclaim of input tax credit with regard to the inward supply. However, Section 42 and Rule 69 to 71 have been omitted w.e.f. 01.10.2022.
- f. Rule 70 of CGST Rules 2017 which prescribed the final acceptance of input tax credit and communication thereof in Form GST MIS-1 and Rule 71 prescribes the communication and rectification of discrepancy in the claim of input tax credit in form GST MIS-02 and reversal of claim of input tax credit. Further, Rule 70 has been omitted vide Notification No. 19/2022 Central Tax dated 28.09.2022 w.e.f 01.10.2022.
- g. It is submitted that neither the form has been prescribed by the law nor the same has been communicated to the Noticee therefore it is not possible to comply with the condition given in Section 42 read with Rule 69, Rule 70 and 71.



- h. Noticee further submit that the fact that there is no requirement to reconcile the invoices reflected in GSTR-2A vs GSTR-3B is also evident from the amendment in Section 16 of CGST Act, 2017 vide Section 100 of Finance Act, 2021. Hence, there is no requirement to reverse any credit in the absence of the legal requirement during the subject period.
- i. The fact of payment or otherwise of the tax by the supplier is neither known to Noticee nor is verifiable by Noticee. Thereby, it can be said that such condition is impossible to perform, and it is a known principle that the law does not compel a person to do something which he cannot possibly perform as the legal maxim goes: **lex non-cogit ad impossibilia**, as was held in the case of:
- *Indian Seamless Steel & Alloys Ltd Vs UOI, 2003 (156) ELT 945 (Bom.)*
 - *Hico Enterprises Vs CC, 2005 (189) ELT 135 (T-LB). Affirmed by SC in 2008 (228) ELT 161 (SC)*
- Thereby it can be said that the condition, which is not possible to satisfy, need not be satisfied and shall be considered as deemed satisfied.
- j. In the same context, Noticee also wish to place reliance on the decision in case of *Arise India Limited vs. Commissioner of Trade and Taxes, Delhi - 2018-TIOL-11-SC-VAT* and *M/s Tarapore and Company Jamshedpur v. State of Jharkhand - 2020-TIOL-93-HC-JHARKHAND-VAT*.
- k. Section 41 allows the provisional availment and utilization of ITC, there is no violation of section 16(2)(c) of CGST Act 2017
- l. The above view is also fortified from press release dated 18.10.2018
- m. Even if there is differential ITC availed, if the same is accompanied by a valid tax invoice containing all the particulars specified in Rule 36 of CGST Rules and the payment was also made to the suppliers, the Noticee is rightly eligible for ITC.
- n. The Noticee submit that under the earlier VAT laws there were provisions similar to Section 16(2) ibid which have been held by the Courts as unconstitutional.
- o. Noticee wish to rely on recent decisions in case of
- **Diya Agencies Versus The State Tax Officer, The State Tax Officer, Union Of India, The Central Board Of Indirect Taxes & Customs, The State Of Kerala 2023 (9) TMI 955 - Kerala High Court**




- M/S. Henna Medicals Versus State Tax Officers, Deputy Commissioner (Arrear Recovery) Office of The Joint Commissioner, State Goods And Service Tax Kannur, Union Of India, Central Board Of Indirect Taxes & Customs, State Of Kerala- 2023 (10) TMI 98 - Kerala High Court
- D.Y. Beathel Enterprises Vs State Tax officer (Data Cell), (Investigation Wing), Tirunelveli 2021(3) TMI 1020-Madras High Court
- Bhagyanagar Copper Pvt Ltd Vs CBIC and Others 2021-TIOL-2143-HC-Telangana-GST
- LGW Industries limited Vs UOI 2021 (12) TMI 834 -Calcutta High Court
- Bharat Aluminium Company Limited Vs UOI & Others 2021 (6) TMI 1052 - Chattishgarh High Court
- M/s. Sanchita Kundu & Anr. Vs Assistant Commissioner of State Tax 2022 (5) TMI 786 - Calcutta High Court.

12. From the above-referred case laws it is clear that the Noticee is rightly eligible to claim of Input Tax credit. Thereby, the Proceeding to this extent needs to be dropped.

In Re: Exemption claimed on Turnover of Rs 2,11,50,875/- as per provisions of GST Law

13. Noticee submits that the impugned notice has alleged that Noticee has claimed exemption on the output turnover of Rs 2,11,50,875/- in the GSTR-3B Returns submitted but failed to file documentary evidence for claim of exempted turnover and hence proposed to tax demand of Rs 23,61,545/- (Rs. 11,80,772/- in CGST and Rs. 11,80,772/- in SGST).

14. In this regard Noticee submits that the exempted turnover of Rs 2,11,50,875/- declared in GSTR-9 is pertaining to sale of land and to evidence the same Noticee herewith enclosing the agreements on sale of land on sample basis as **Annexure-VII**.

15. Noticee submits that as per Entry 05 of Schedule III of CGST Act, 2017 sale of land and building is neither of supply of goods nor supply of services. Hence, Noticee correctly recorded the sale of land under non-GST supply. For the ease of reference, Noticee extracting the entry 05 as below:

5. Sale of land and, subject to clause (b) of paragraph 5 of Schedule II, sale of



building.

16. In view of the above submissions, Noticee requests your good office to consider the above submissions and drop the further proceedings to this extent.

In Re: No reversal of proportionate ITC under Rule 42 of CGST Rules, 2017 is required.

17. Noticee submits that the impugned notice has alleged in the note to Para 2(A) of SCN that proportionate common ITC is to be reversed on non-business transactions & exempt turnover supplies under section 17(1) & (2) where the goods or services or both are used by the registered person partly for the purpose of business, partly for other purposes or partly used for effecting exempt supply and partly for taxable supply then the amount of credit shall be restricted to so much of the input tax as is attributable to the taxable supplies in the course of business. Hence, Noticee proposed to make apportionment of available ITC under Rule 42 & 43 of CGST Rules to arrive at the eligible ITC as details given below-

Sl. No	Issue	Table no. in GSTR-3B	Value of outward supply	CGST	SGST
1	Total supplies	3.1-3.1(D)	8,50,20,859		
2	Exempt supplies	3.1(c)+3.1(e)	2,11,50,875		
3	Proportion of common ITC which has to be reversed to the extent of exempt supply (2/1 above)		0.248772		
4	Common input tax credit	4A+Trans1 + Trans2		47,46,404	47,46,404
5	ITC to be reversed	[S.No.2]/ [S.No.1] X [S.No.4]		11,80,772	11,80,772
6	ITC reversed	4B(1)		0	0
7	Difference/Excess ITC claimed	S.No.5 (-) S.No.6		11,80,772	11,80,772

18. In this regard, Noticee submits that the Noticee has not availed ITC on exempted supply since the exempted supply being portion as sale of land value. The Noticee further refers to para 5 of Schedule III of CGST Act which states that activity of sale of land is neither supply of goods nor supply of services.



19. In this regard the Noticee submits that the Ld. Authority has arrived the amount of Rs 94,92,808/- (SGST RS 47,46,403/- & CGST RS 47,46,403/-) as common input credit erroneously from the Table 4(A) of GSTR-3B which provides the details of total ITC availed in GSTR-3B.
20. Noticee submits that the details of the turnover declared in table 5C, 5D, 5E and 5F of GSTR-09 are as follows:

SI No in GSTR-09	Nature of supply	Amount
5C	Supplies on which tax is to be paid by the recipient on reverse charge	0
5D	Exempted	0
5E	Nil Rated	0
5F	Non-GST supply (includes 'no supply')	2,11,50,875
Total		2,11,50,875

21. With respect to Non-GST supply, Noticee submits that the same are received towards Sale of land which is neither supply of goods and nor supply of services as per Schedule III of the CGST Act, 2017. Therefore, the same shall not be considered as a supply at all. Once it is not a supply, then the same cannot be treated as an exempted supply for the purpose of reversal of ITC under Rule 42 of CGST Rules, 2017. Hence, the demand to that extent needs to be set aside.
22. Noticee submits that the reversal is required only on the ITC availed on common inputs and input services which are used for providing both taxable and exempted supplies. However, in the instant case Noticee has not used any common inputs or input services for the purpose of providing taxable supplies and sale of plot. Once there is no common credit, there is no requirement to reverse any ITC under Rules 42 of CGST Rules, 2017. Hence, the demand to that extent needs to be set aside.
23. Further, Noticee is involved in construction of residential villa's and Noticee has taken input on the construction's services on inwards supply like cement, iron, etc. The above submission made with respect to para no.9 & 10 there nowhere relation to sale of land with respect to input taken on the cement, iron etc. Since the pure sale of land is covered under Schedule -III, there is no requirement to discharge any GST on the same. Also, there is no ITC availed with respect to such sale of land. Hence, the impugned SCN is not correct and the same needs to be set aside.



24. Further Noticee would like to submit that the Noticee has not utilized any input or input services towards the sale of land and therefore, there is no requirement to the Noticee to reverse the ITC accumulated through the inputs or input services received.

25. From the above submissions it is clear that there no need to reverse the ITC under rule 42 & 43. Therefore, it is requested to drop the proceedings to this extent.

In Re: Interest and Penalty are not payable/imposable:

26. Noticee submits that Noticee is of vehement belief that the input availed by Noticee is not required to reverse, therefore, the question of interest and penalty does not arise. Further, it is a natural corollary that when the principal is not payable there can be no question of paying any Penalty as held by the Supreme Court in Prathiba Processors Vs UOI, 1996 (88) ELT 12 (SC).

27. Further, Noticee submits that the impugned show cause notice had not discharged the burden of proof regarding the imposition of the penalty under CGST Act, 2017. In this regard, wishes to rely on the judgment in the case of Indian Coffee Workers' Co-Op. Society Ltd Vs C.C.E. & S.T., Allahabad 2014 (34) S.T.R 546 (All) it was held that *"It is unjustified in absence of discussion on fundamental conditions for the imposition of penalty under Section 78 of Finance Act, 1994"*.

28. Noticee submits that Section 73(11) of the CGST Act, 2017 which provides for penalty in case of non-payment of self-assessed tax reads as follows

(11) Notwithstanding anything contained in sub-section (6) or sub-section (8), penalty under sub-section (9) shall be payable where any amount of self-assessed tax or any amount collected as tax has not been paid within a period of thirty days from the due date of payment of such tax

From the above referred sub-section, it is clear that the penalty is applicable only when any amount of self-assessed tax or any amount collected as tax has not been paid within a period of 30 days from the due date of payment of such tax. However, in the instant case the Noticee has paid the self-assessed tax and there is no delay in payment of tax. Hence, the penalty under Section 73(11) is not applicable in the instant case.

The block contains a handwritten signature in black ink. To the right of the signature is a circular official stamp in purple ink. The stamp contains the text 'MODI REALTY PRIVATE LIMITED' around the perimeter and 'SEC' BAD' in the center. To the right of the stamp is a small handwritten mark that appears to be 'Sm' inside a circle.

29. Noticee submits that the Supreme Court in case of CIT Vs Reliance Petro Products Pvt Ltd (SC) 2010 (11) SCC (762) while examining the imposition of penalties under Section 271(1)(c) of Income Tax Act, 1961 held that penalties are not applicable in similar circumstances.
30. Noticee submits that from the above referred decision of the Supreme Court, penalties cannot be imposed merely because the assessee has claimed certain ITC which was not accepted or was not acceptable to the revenue when the assessee has acted on bonafide belief that the ITC is eligible. In the instant case also, Notice has availed the ITC on bonafide belief that the same is eligible which was not accepted by the department. Therefore, in these circumstances the imposition of penalties is not warranted and the same needs to be dropped.
31. Noticee submits that it is pertinent to understand that the Supreme Court in the above referred case has held that the penalties shall not be imposed even though the mens rea is not applicable for imposition of penalties.
32. Noticee submits that GST being a new law, the imposition of penalties during the initial years of implementation is not warranted. Further, Noticee submits that they are under bonafide belief that ITC availed by them are eligible, thus, penalties shall not be imposed. Further, the government has been extending the due dates & waiving the late fees for delayed filing etc., to encourage compliance and in these circumstances imposition of penalties for claiming ITC on bonafide belief is not at all correct and the same needs to be dropped.
33. In addition to above, Noticee submits that where an authority is vested with discretionary powers, discretion has to be exercised by application of mind and by recording reasons to promote fairness, transparency and equity. In this regard the reliance is placed on the judgement of hon'ble Supreme Court in the case of Maya Devi v. Raj Kumari Batra dated 08.09.2010 [Civil Appeal No.10249 of 2003] wherein it was held that "14. It is in the light of the above pronouncements unnecessary to say anything beyond what has been so eloquently said in support of the need to give reasons for SCNs made by Courts and statutory or other authorities exercising quasi-judicial functions. All that we may mention is that in a system governed by the rule of law, there is nothing like absolute or unbridled power exercisable at the whims and fancies of the repository of such power. There is nothing like a power without any limits or constraints. That is so even when a



Court or other authority may be vested with wide discretionary power, for even discretion has to be exercised only along well recognized and sound juristic principles with a view to promoting fairness, inducing transparency and aiding equity."

34. Noticee submits that the Supreme Court in case of **Hindustan Steel Ltd. v. State of Orissa —1978 [AIR 1970 SC 253]** while dealing with the similar facts wherein a mandatory penalty is prescribed without the concept of mens rea held that *"Under the Act penalty may be imposed for failure to register as a dealer. Section 9(1) read with Section 25(1)(a) of the Act. But the liability to pay penalty does not arise merely upon proof of default in registering as a dealer. An SCN imposing penalty for failure to carry out a statutory obligation is the result of a quasi-criminal proceeding, and penalty will not ordinarily be imposed unless the party obliged either acted deliberately in defiance of law or was guilty of conduct contumacious or dishonest, or acted in conscious disregard of its obligation. Penalty will not also be imposed merely because it is lawful to do so. Whether penalty should be imposed for failure to perform a statutory obligation is a matter of discretion of the authority to be exercised judicially and on a consideration of all the relevant circumstances. Even if a minimum penalty is prescribed, the authority competent to impose the penalty will be justified in refusing to impose penalty, when there is a technical or venial breach of the provisions of the Act or where the breach flows from a bona fide belief that the offender is not liable to act in the manner prescribed by the statute. Those in charge of the affairs of the Company in failing to register the Company as a dealer acted in the honest and genuine belief that the Company was not a dealer. Granting that they erred, no case for imposing penalty was made out.*
35. Noticee further submits that it was held in the case of Collector of Customs v. Unitech Exports Ltd. 1999 (108) E.L.T. 462 (Tribunal) that- *"It is settled position that penalty should not be imposed for the sake of levy. The penalty is not a source of Revenue.* The penalty can be imposed depending upon the facts and circumstances of the case that there is a clear finding by the authorities below that this case does not warrant the imposition of penalty. *The respondent's Counsel has also relied upon the decision of the Supreme Court in the case of M/s. Pratibha Processors v. Union of India reported in*



1996 (88) E.L.T. 12 (S.C.) that penalty ordinarily levied for some contumacious conduct or a deliberate violation of the provisions of the particular statute." Hence, Penalty cannot be imposed in the absence of deliberate defiance of law even if the statute provides for a penalty.

36. Noticee submits that the Supreme Court in case of Price Waterhouse Coopers Pvt. Ltd Vs Commissioner of Income Tax, Kolkata S.L.P.(C) No.10700 of 2009 held as follows

"20. We are of the opinion, given the peculiar facts of this case, that the imposition of penalty on the assessee is not justified. We are satisfied that the assessee had committed an inadvertent and bona fide error and had not intended to or attempted to either conceal its income or furnish inaccurate particulars."

37. Notice submits that from all the above submissions, it is clear that imposition of penalties is not warranted therefore the impugned notice needs to be dropped.

In Re: Impugned notice is not valid.

Show Cause Notice is un-signed.

38. Noticee further submits that for any impugned notice to be called as valid notice the proper officer issuing the notice has to affix the signature either through DSC or should sign manually. However, in the present case the notice is neither affixed by DSC or signed manually. Hence, the same cannot be considered as a proper notice. This can be validated with the decision in case of **Marg Erp Limited Vs Commissioner Of Delhi Goods And Service Tax, Delhi & Anr. 2023 (2) Tmi 395 - Delhi High Court** wherein it was held that

"11. Learned Counsel for the respondent states that, prior to the Show Cause Notice dated 06.02.2021, the concerned authority had issued a notice dated 01.01.2021, pointing out that there was some differences/ excess ITC and calling upon the petitioner to attend the office on 15.01.2021.

*12. It is noted **that this notice is also unsigned.***

13. According to the learned Counsel for the respondent, the Show Cause Notice is relatable to the details as provided in the notice dated 01.01.2021.

*14. Concededly, the **impugned notice cannot be sustained as it is unsigned.** This issue is covered by the decision of a coordinate Bench of this Court in **Railsys Engineers Private Limited & Anr. v. The Additional Commissioner of Central Goods and Services Tax (Appeals-II) & Anr.: W.P.(C) 4712/2022; decided on 21.07.2022.***



15. *An unsigned notice or an notice cannot be considered as an notice as has been held by the Bombay High Court in Ramani Suchit Malushte v. Union of India and Ors.: W.P.(C) 9331/2022; decided on 21.09.2022.*"

Notice issued on assumptions and presumptions:

39. Noticee submits that impugned SCN was issued with prejudged and premeditated conclusions on various issues raised in the notice. That being the case, issuance of SCN in that fashion is bad in law and requires to be dropped. In this regard, reliance is placed on *Oryx Fisheries Pvt. Ltd. v. Union of India* — 2011 (266) E.L.T. 422 (S.C.).
40. Noticee submits that the subject SCN is issued based on mere assumption and unwarranted inference, interpretation of the law without considering the intention of the law, documents on record, the scope of activities undertaken, and the nature of activity involved, the incorrect basis of computation, creating its own assumptions, presumptions. Further, they have arrived at the conclusion without actual examination of facts, and provisions of the CGST Act, 2017. In this regard, Noticee relies on the decision of the Hon'ble Supreme Court in the case **Oudh Sugar Mills Limited v. UOI, 1978 (2) ELT 172 (SC)**
- Therefore, the impugned Noticee is invalid and needs to be dropped.
41. Noticee craves leave to alter, add to, and or amend the aforesaid grounds.
42. Noticee wishes to be heard in person before passing any SCN in this regard.

For M/s. Modi Realty (Miryalaguda) LLP


Authorized Signatory

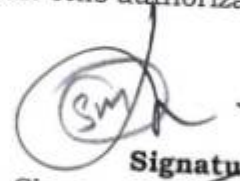
**BEFORE THE ASSISTANT COMMISSIONER OF STATE TAX, BEGUMPET DIVISION,
M.G ROAD - S.D ROAD, 4TH FLOOR, PAVANI PRESTIGE, ABOVE R.S. BROTHERS,
AMEERPET**

**Sub: Proceedings under Show Cause Notice vide Ref. No. ZD360222017167R and
SCN DIN GST/36ABCFM6774G2ZZ/21 dated 19.02.2022 issued to M/s. Modi
Realty (Miryalaguda) LLP**

I, Soham Satish Modi, Partner of M/s. Modi Realty (Miryalaguda) LLP hereby authorizes and appoint H N A & Co LLP, Chartered Accountants, Bangalore or their partners and qualified staff who are authorized to act as an authorized representative under the relevant provisions of the law, to do all or any of the following acts: -

- To act, appear and plead in the above-noted proceedings before the above authorities or any other authorities before whom the same may be posted or heard and to file and take back documents.
- To sign, file verify, and present pleadings, applications, appeals, cross-objections, revision, restoration, withdrawal and compromise applications, replies, objections and affidavits, etc., as may be deemed necessary or proper in the above proceedings from time to time.
- To Sub-delegate all or any of the aforesaid powers to any other representative and I/We do hereby agree to ratify and confirm acts done by our above-authorized representative or his substitute in the matter as my/our own acts as if done by me/us for all intents and purposes. This authorization will remain in force till it is duly revoked by me/us.

Executed this on 04.02.2025 at Hyderabad.


Signature



I the undersigned partner of M/s H N A & Co LLP, Chartered Accountants, do hereby declare that the said M/s H N A & Co LLP is a registered firm of Chartered Accountants, and all its partners are Chartered Accountants holding certificate of practice and duly qualified to represent in above proceedings under Section 116 of the CGST Act, 2017. I accept the above-said appointment on behalf of M/s H N A & Co LLP. The firm will represent through any one or more of its partners or Staff members who are qualified to represent before the above authorities.

Dated: 04.02.2025

Address for service:

H N A & Co. LLP
Chartered Accountants,
4th Floor, West Block, Anushka Pride,
Above Himalaya Book World
Road Number 12, Banjara Hills,
Hyderabad, Telangana 500034

For H N A & Co. LLP
Chartered Accountants

CA Lakshman Kumar K
Partner (M.No.241726)

I, Partner/Employee/Associate of M/s H N A & Co LLP duly qualified to represent in above proceedings in terms of the relevant law, also accept the above said authorization and appointment.

S.No.	Name	Qualification	Membership No.	Signature
1	Sudhir V S	CA	219109	
2	Venkata Prasad P	BA LLB	AP/3511/2023	
3	Srimannarayan S	CA	261612	
4	Akash Heda	CA	269711	
5	Revant Krishna	CA	262586	
6	Manikanta	CA	277705	
7	Asha Latha	CA	280346	
8	Shiva Mohan	CA	267701	

Office of Assistant Commissioner
Jurisdiction: M.G.ROAD - S.D.ROAD: Begumpet, Telangana
State/UT: Telangana

Reference No : 2D3602220T7167R

Date: 16/02/2022

To

GSTIN/ID: 36ABCFM6774G2Z2
Name: MODI REALTY (MIRYALAGUDA) LLP
Address : 5-4-187/3 AND 4, SOHAM MANSION, 2ND FLOOR, M.G.ROAD, SECUNDERABAD, Rangra Reddy, Telangana, 500003

Tax Period : APR 2020 - MAR 2021

FY: 2020-2021

ARN- NA

Date- NA

(Voluntary payment intimation details, if applicable)

Act/ Rules Provisions :
Under the Provisions of GST Act and Rules 2017

Show Cause Notice under section 73

It has come to my notice that tax due has not been paid or short paid or refund has been released erroneously or input tax credit has been wrongly availed or utilized by you or the amount paid by you through the above referred application for intimation of voluntary payment for the reasons and other details mentioned in annexure for the aforesaid tax period

Therefore, you are directed to furnish a reply along with supporting documents as evidence in support of your claim by the date mentioned in table below.

You may appear before the undersigned for personnel hearing either in person or through authorized representative for representing your case on the date, time and venue, if mentioned in table below.

Please note that besides tax, you are also liable to pay interest and penalty in accordance with the provisions of the Act.

If you make payment of tax stated above along with up to date interest within 30 days of the issue of this notice with applicable penalty then proceeding may be deemed to have been concluded.

Details of personal hearing etc.

Sr. No.	Description	Particulars
1	Section under which show cause notice/statement is issued	73
2	Date by which reply has to be submitted	26/02/2022
3	Date of personal hearing	NA
4	Time of personal hearing	NA
5	Venue where personal hearing will be held	NA

Demand Details:-

Sr. No.	Tax Rate(%)	Turnover	Tax Period		Act	PDS (Place of Supply)	(Amount in Rs.)					Total
			From	To			Tax	Interest	Penalty	Fee	Others	
1	2	3	4	5	6	7	8	9	10	11	12	13
1	0	0.00	APR 2020	MAR 2021	CGST	NA	15,41,728.00	0.00	0.00	0.00	0.00	15,41,728.00
2	0	0.00	APR	MAR	SGST	NA	15,41,728.00	0.00	0.00	0.00	0.00	15,41,728.00

			2020	2021					
Total						30,83,456.00	0.00	0.00	30,83,456.00

Signature _____

Name: _____

Declaring null

Arbuckle

GUDELOTH VIJAYA LAKSHMI

Assistant Commissioner

M.G. ROAD -

S. D. ROAD, Begumpet, Telangana

FORM GST DRC - 01
[See rule 100(2) & 142(1)(a)]

Reference No. - ZD360222017167R

Date - 19/02/2022

To

GSTIN/ID: 36ABCFM6774G2ZZ
Name: MODI REALTY (MIRYALAGUDA) LLP
Address : 5-4-1B/7/3 AND 4, SOHAM MANSION, 2ND FLOOR, M.G ROAD, SECUN DERABAD, Ranga Reddy, Telangana, 500003

Tax Period : APR 2020 - MAR 2021

F.Y - 2020-2021

SCN Reference No. ZD360222017167R

Date 19/02/2022

Section / sub-section under which SCN is being issued - 73

Act / Rules Provisions :
Under the Provisions of GST Act and Rules 2017

Summary of Show Cause Notice

(a) Brief Fact of the Case : Liability under GSTR 9 / Ineligible ITC / GSTR 1 / GSTR 2A

(b) Grounds : Under the Provisions of GST Act and Rules 2017

(c) Tax and other dues

(Amount in Rs.)

Sr. No.	Tax Rate(%)	Turnover	Tax Period		Act	PDS (Place of Supply)	Tax	Interest	Penalty	Fee	Others	Total
			From	To								

1	2	3	4	5	6	7	8	9	10	11	12	13
1	0	0.00	APR 2020	MAR 2021	CGST	NA	15,41,728.00	0.00	0.00	0.00	0.00	15,41,728.00
2	0	0.00	APR 2020	MAR 2021	SGST	NA	15,41,728.00	0.00	0.00	0.00	0.00	15,41,728.00
Total							30,83,456.00	0.00	0.00	0.00	0.00	30,83,456.00

Signature

Name:

Designation:

Jurisdiction:

GUGULOTH VIJAYA LAKSHMI

Assistant Comm. Officer

M.S. ROAD -

S.D. ROAD, Begumpet, Telangana

**GOVERNMENT OF TELANGANA
COMMERCIAL TAX DEPARTMENT**

Attachment to Show Cause Notice in Form DRC-01

DIN	GST/38ABCFM6774G22Z/21
Office details Designation of the assessing officer Unit Division	ASSISTANT COMMISSIONER (ST) M.G. ROAD-S.D.ROAD BEGUMPET
Details of the Tax payer Name Legal Name GSTIN	MODI REALTY (MIRYALAGUDA) LLP MODI REALTY (MIRYALAGUDA) LLP 38ABCFM6774G22Z
Financial Year	2020-21

Take notice that you have not filed annual return in GSTR-09 for the financial year 2020-21.

On examination of the information furnished to this office in GSTR-3B TRAN-1, GSTR-01, GSTR-2A, EWB and other records available in this office it is found that you have not declared your correct tax liability while filing GSTR-3B. The summary of under declared tax is as follows:

SGST Rs.1541726.00
CGST Rs.1541726.00
Total Rs.3083456.00

The details of the above tax liability are as follows:

1. Excess claim of ITC:

*** Excess ITC claimed in GSTR-3B compared to the tax on inward supplies declared by**

You have claimed excess ITC in GSTR-3B as compared to the tax declared by your suppliers on the supplies made to you.

S.No	Description	Table No. in GSTR-3B	SGST	CGST	Total
1	2	3	4	5	6
1	ITC claimed in GSTR-3B	4(A)/(5) + 4(D)(1)	4712331.45	4712331.45	9424662.90
2	Tax declared by the suppliers on the supplies made to you.	Cumulative figures of GSTR-01 filed by suppliers	4351375.88	4351375.88	8702751.72
3	Excess ITC availed	5.No.1 (-) 5.No.2	380055.59	380055.59	720111.18

*** ITC to be reversed on non-business transactions & exempt supplies**

Under Sec 17(1) & (2) where the goods or services or both are used by the registered person partly for the purpose of business, partly for other purposes or partly used for effecting exempt supply and partly for taxable supply then the amount of credit shall be restricted to so much of the input tax as is attributable to the taxable supplies in the course of business. Therefore the taxable person needs to make an apportionment of available input tax credit under Rule 42 & 43 to arrive at the eligible ITC.

However as seen from the GSTR-3B return filed it is evident that you have not made such apportionment resulting in excess claim of ITC than you are eligible. The details of the working are as under:

S.No	Issue	Table no. in GSTR-3B	Value of outward supply	SGST	CGST	Total
1	2	3	4	5	6	7
1	Total supplies	3.1-3.1(D)	85020859.00	-	-	-
2	Exempt supplies	3.1(a)+3.1(e)	21150075.00	-	-	-
3	Proportion of common ITC which has to be reversed to the extent of exempt supply (2/1 above)		0.248772	-	-	-
4	Common input tax credit	4A+Tran 1+ Tran 2	-	4748403.98	4748403.98	9496807.96
5	ITC to be reversed	(S.No.2)/(S.No.1)*(S.No.4)	-	1180772.41	1180772.41	2361544.82
6	ITC reversed as per GSTR-3B	4B(1)	-	0.00	0.00	0.00
7	Difference/Excess ITC claimed	S.No.5 (-) S.No.6	-	1180772.41	1180772.41	2361544.82

Therefore the excess ITC claimed is proposed to be recovered.

The total tax payable on account of these deficiencies after giving credit to the payments made in cash and ITC adjusted is arrived as follows:

S.No	Issue	SGST	CGST	Total
1	2	3	4	5
1	Total tax due in (1) above	1541728.00	1541728.00	3083456.00

(The detailed workings of the above in tabular form are attached as Annexures)

Therefore it is proposed to assess the registered tax payer for the net tax payable indicated above under Section 73 of the SGST/CGST Act. The registered tax payer may therefore pay the tax along with interest in DRC-03. However, if the registered tax payer is not agreeing with the proposals in this notice they may file their objections in DRC-08 within (15) days from the date of receipt of this notice. A draft standard format is also attached for filing your response along with your detailed reply.

ASSISTANT COMMISSIONER (ST)

To download response pdf [Click Here](#)

GSTN : 28ADPM2TH40002 Name : KODI REALTY (PVT) LIMITED LLP IT : 2020-21

C.No.	Month	GSTN-DO ITO			ITO from GSTN-OT Suppliers			Difference		
		GCCT	GCCT	Total	GCCT	GCCT	Total	GCCT	GCCT	Total
		Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs	Rs
1	Feb. 2020	0.00	0.00	0.00	-21013.00	-21013.00	-43320.00	-21013.00	-21013.00	-43320.00
2	May. 2020	281125.00	281125.00	880388.40	712270.74	712270.74	1632241.40	-431145.74	-431145.74	-877886.00
3	Jun. 2020	222707.20	222707.20	1287418.88	321473.00	321473.00	702848.08	802231.80	802231.80	1284489.80
4	Jul. 2020	732390.00	732390.00	1401000.00	330028.70	330028.70	1113029.30	100000.30	100000.30	207328.30
5	Aug. 2020	88833.64	88833.64	173867.08	248707.07	248707.07	637484.74	-181823.70	-181823.70	-363787.48
6	Sep. 2020	600300.00	600300.00	1388818.80	400424.70	400424.70	800840.80	200381.47	200381.47	807700.00
7	Oct. 2020	300990.48	300990.48	732800.80	442200.27	442200.27	280610.74	-32214.38	-32214.38	-70408.70
8	Nov. 2020	500488.84	500488.84	626237.88	316088.44	316088.44	626118.88	1407.40	1407.40	2814.80
9	Dec. 2020	280000.00	280000.00	827848.16	873088.00	873088.00	1746713.84	-204733.70	-204733.70	-608387.48
10	Jan. 2021	0.00	0.00	0.00	40071.04	40071.04	100340.00	-40071.04	-40071.04	-100340.00
11	Feb. 2021	0.00	0.00	0.00	330268.78	330268.78	666377.60	-330268.78	-330268.78	-666377.60
12	Mar. 2021	204818.00	204818.00	1000000.00	240800.84	240800.84	481001.00	714714.00	714714.00	1408000.00
	TOTAL	4710001.40	4710001.40	8404000.40	4031070.00	4031070.00	2700701.70	300405.04	300405.04	704811.00

Note:

The value in GSTN-OT is considered upto 2021-10-02 as per under Sec 10(4) GSTT : 0.00

$$\text{GST Td} \# \text{A} \# \text{DO} \# \text{GST ITO (H\&C)} \# \text{A} \# \text{OT} \# \text{GST ITO} \# \text{DO} \# \text{GST ITO from GSTN-OT Suppliers} \# \text{GST ITO from GSTN-DO} \# \text{GST ITO from GSTN-OT under Sec 10(4)}$$

$$2471000.00 \# - (431378.88 \# 0.00)$$

300800.00

The value in GSTN-OT is considered upto 2021-10-02 as per under Sec 10(4) GSTT : 0.00

$$\text{GST Td} \# \text{A} \# \text{DO} \# \text{GST ITO (H\&C)} \# \text{A} \# \text{OT} \# \text{GST ITO} \# \text{DO} \# \text{GST ITO from GSTN-OT Suppliers} \# \text{GST ITO from GSTN-DO} \# \text{GST ITO from GSTN-OT under Sec 10(4)}$$

$$4471000.40 \# (4031070.00 \# 0.00)$$

300800.00

GSTIN: 33ABCP001748022 Name: MUSH REALTY (MUMBAI) LLD FY: 2022-23

C.No.	Month	Total supplies	Exempt supplies	Common input tax credit			ITC reversed as per GSTF-2B		
				CGST	SGST	Total	CGST	SGST	Total
1	2	3	4	5a	5b	5c	6a	6b	6c
1	May, 2022	1033000.00	0.00	338341.07	338341.07	676682.14	0.00	0.00	0.00
2	Jun, 2022	2910000.00	199500.00	299218.54	299218.54	598437.08	0.00	0.00	0.00
3	Jul, 2022	11271684.00	1816800.00	727800.97	727800.97	1455601.94	0.00	0.00	0.00
4	Aug, 2022	14975140.00	3360000.00	58044.33	58044.33	115008.66	0.00	0.00	0.00
5	Sep, 2022	2357000.00	2520750.00	701945.72	701945.72	1403891.44	0.00	0.00	0.00
6	Oct, 2022	6811877.00	2288200.00	388628.00	388628.00	777256.00	0.00	0.00	0.00
7	Nov, 2022	3480000.00	0.00	303200.00	303200.00	606400.00	0.00	0.00	0.00
8	Dec, 2022	7828640.00	6011000.00	271862.04	271862.04	543724.08	0.00	0.00	0.00
9	Jan, 2023	12124800.00	2228875.00	862701.00	862701.00	1725402.00	0.00	0.00	0.00
	Total	50030000.00	21130875.00	4745400.80	4745400.80	9490801.60	0.00	0.00	0.00

Note:

Common GST ITC = Common input tax credit from AA + Tran 1 + Tran 2 = 4745400.80 + 0.00 + 0.00 = 4745400.80

CGST Tax = CGST ITC to be reversed (Exempt Supplies / Total Supplies * Common CGST ITC) = CGST ITC reversed as per GSTF-2B

= 1150775.41 + 0.00

= 1150775.41

Common SGST ITC = Common input tax credit from AA + Tran 1 + Tran 2 = 4745400.80 + 0.00 + 0.00 = 4745400.80

SGST Tax = SGST ITC to be reversed (Exempt Supplies / Total Supplies * Common SGST ITC) = SGST ITC reversed as per GSTF-2B

= 1150775.41 + 0.00

= 1150775.41

FORM GST DRC - 01

[See rule 100(2) & 142(1)(a)]

Reference No. - ZD3611240132855

Date - 13-11-2024

To

GSTIN/ID: 36ABCFM6774G2ZZ

Name: MODI REALTY (MIRYALAGUDA) LLP

Address : 5-4-1B/7/3 AND 4, SOHAM MANSION, 2ND FLOOR, M.G ROAD, SECUN DERABAD, Rangareddy, Telangana, 500003

Tax Period : APR 2020 - MAR 2021

FY - 2020-2021

Act/ Rules Provisions - Under Section 73 of the GST Act

Section / sub-section under which SCN is being issued - 73

Summary of Show Cause Notice

(a) Brief Fact of the Case : Excess claim of Input Tax, Shortly reported Output Tax

(b) Grounds : Under the provisions of the GST Act

(c) Tax and other dues :

(Amount in Rs.)

Sr. No.	Tax Rate (%)	Turnover	Tax Period		Act	POS (Place of Supply)	Tax	Interest	Penalty	Fee	Others	Total
			From	To								
1	2	3	4	5	6	7	8	9	10	11	12	13
1	0	0.00	APR 2020	MAR 2021	CGST	NA	22,56,001.00	14,21,260.00	2,25,600.00	31,918.00	0.00	39,34,799.00
2	0	0.00	APR	MAR	SGST	NA	22,56,001.00	14,21,260.00	2,25,600.00	31,918.00	0.00	39,34,799.00

GOVERNMENT OF TELANGANA
COMMERCIAL TAXES DEPARTMENT

Office of the ASSISTANT COMMISSIONER (S.T.) M.G.ROAD-S.D.ROAD CIRCLE,
BEGUMPET DIVISION.

Address: 4th Floor, Pavani Prestige Complex, Hyderabad - 500 016.

GSTIN: 36ABCFM6774G2ZZ

ARN: AD3604240088518

Date: 12-11-2024

ANNESURE TO FORM GST DRC-01
SUMMARY OF SHOW CAUSE NOTICE

for the Financial Year **2020-21** under GST Act, 2017

[See Rule 142 (1) and Section 73]

SUB: Goods and Services Tax Act, 2017 (for brevity 'GST Act, 2017') - M.G.Road-S.D.Road Circle - Begumpet Division, Hyderabad -M/s. MODI REALTY (MIRYALAGUDA) LLP (for brevity 'taxpayer') - Conduct of general audit for the financial year **2020-21** under GST Act - Notice issued in ADT-01 - Records produced - Examination/scrutiny made of the same - Certain discrepancies / deficiencies/ anomalies noticed - Proposed to assess under Section 73 of CGST Act, 2017 - Issue of 'Summary of Show Cause Notice' inviting reply / explanations in writing with corroborative evidence - Regarding.

REF: Notice for Audit in Form GST ADT-01 vide Ref. No. ZD360424037386B, dated: 20-04-2024.

M/s. MODI REALTY (MIRYALAGUDA) LLP, located at SOHAM MANSION, 2ND FLOOR, 5-4-187/3 AND 4, M.G ROAD, SECUNDERABAD, 500003 are a registered taxpayer under the provisions of GST Act, 2017 with GSTIN 36ABCFM6774G2ZZ and assessee on the rolls of the state jurisdictional tax office i.e., the Assistant Commissioner (ST), M.G.Road-S.D.Road Circle of Begumpet Division, Hyderabad. They are carrying on business in "trading of Goods as per the Portal" is that, (HSN 0044090) CONSTRUCTION SERVICES IN RESPECT OF COMMERCIAL OR INDUSTRIAL BUILDINGS AND CIVIL STRUCTURES(HSN 00440410) WORKS CONTRACT SERVICES.

In consequent to the GST General Audit authorized as required under the provisions of Section 65, read with Rule 101 of CGST Act and Rules, 2017 in respect of the above-mentioned taxpayer for the financial year **2020-21**, the audit of the taxpayer is accordingly undertaken.

In the course of and as a part of processing the Audit undertaken in due process of law, the taxpayer vide reference 1st cited, has been issued 'Notice for conducting Audit' via prescribed "Form GST ADT-01" dated 20-04-2024 as required under the provisions of Rule 101 and Sec.65 of CGST Act, 2017 duly intimating / notifying the authorized Audit of their books of accounts and records and with a direction to attend in person or through an authorized representative on dated. 07-05-2024 before the undersigned at aforementioned address with the relevant books of accounts and records and in the light of Section 65 of CGST Act, 2017 they are asked to render their assistance for timely completion of the Audit for the financial year **2020-21** as required for Audit.

The Notice was served as prescribed under the provisions of Section 169 of CGST Act, 2017 i.e., by way of communicating to the e-Mail address of the taxpayer so given at the time of GST registration or as amended from time to time.

The taxpayer having received the ADT-01 appeared in person and produced Profit and Loss Account, Balance Sheet, Purchase and Sale Statements etc.. On due examination of the same with reference to the material available in the GST Common Portal, their tax liabilities and other discharged liabilities are hereby proposed to assess with the following results:-

1) Input Tax on Inward Supplies :-

The Tax Payer claimed Input Tax Credit in GSTR3B / GSTR 9 returns filed by them for the year **2020-21** as under:

IGST	Rs. 82,05,291.00
CGST	Rs. 47,23,417.00
SGST	Rs. 47,23,417.00

On verification of the ITC claim of the taxpayer among the Form GSTR-3B and Form GSTR-2A, the following variations are noticed.

The following Ineligible Input Taxes under Section 17(5) of the GST Act reflected in the Table 8A of GSTR 9 proposed for rejection.

Particulars	CGST Input	SGST Input
M/S CAPS GOLD PRIVATE LIMITED	3,451.46	3,451.46
Total	3451.46	3451.46

Thus, the eligible for Input Tax Credit as per the Table 8A of GSTR 9 is arrived as under:

Particulars	CGST	SGST
Input Tax as per Table 8A of GSTR 9	4442644.33	4442644.33
Less: Credit Notes	12577.50	12577.50
Net ITC	4430066.83	4430066.83
Ineligible Input Tax under Section 17(5) of the GST Act	3451.46	3451.46
Net ITC Eligible	4426615.37	4426615.37

The Tax Payer claimed excess ITC in GSTR3B/GSTR 9 compared with the ITC as appearing in Table 8A of GSTR 9 as under.

Particulars	CGST	SGST	Total
ITC claimed in GSTR 3B / GSTR 9	4723417	4723417	9446834
Less: Net ITC Eligible as per Table 8A of GSTR 9	4426615	4426615	8853230
Excess ITC Claimed	296802	296802	593604

2) Output Tax on Outward Supplies:-

The Tax Payer reported Output Tax in GSTR3B / GSTR 9 Returns filed by them for the year 2020-21 as under:

IGST Rs. 00.00
CGST Rs. 57,51,108.00
SGST Rs. 57,51,108.00

A) The Tax Payer claimed Exemption on the Output Turnover of Rs. 2,13,18,231/- in the GSTR3B / GSTR 9 Returns filed by them, but they have failed to file documentary evidences for their claim of exemption, hence the same is Proposed to Tax @ 18% as under:

Particulars	Turnover	CGST Proposed @ 9%	SGST Proposed @ 9%	Total Output Tax Proposed
Exempted Turnover Reported Proposed to Tax in absence of documentary evidences	21318231	1918641	1918641	3837282

Note: If the Tax Payer submits the documentary evidence for their claim of Exempted Output Turnover, the Input Tax to be reversed on non-business transactions & exempt supplies under Section 17(1) & (2) where the goods or services or both are used by the registered person partly for the purpose of business, partly for other purposes or partly used for effecting exempt supply and partly for taxable supply then the amount of credit shall be restricted to so much of the input tax as is attributable to the taxable supplies in the course of business. Therefore the taxable person needs to make an apportionment of available input tax credit under Rule 42 & 43 to arrive at the eligible ITC, resulting in excess claim of ITC than you are eligible. The details of the working are as under:

S. No	Issue	Table no. in GSTR-3B	Value of outward	SGST	CGST	Total
1	2	3	4	5	6	7
1	Total supplies	3.1-3.3(D)	₹5020859.00	-	-	-
2	Exempt supplies	3.1(c)+3.1(e)	21150875.00	-	-	-
3	Proportion of common ITC which has to be reversed to the extent of exempt supply (2/1 above)		0.248772	-	-	-
4	Common input tax credit	4A+ Tran 1+ Tran 2	-	4746403.98	4746403.98	9492807.96
5	ITC to be reversed	[S.No.2]/[S.No.1][X][S.No.4]	-	1180772.41	1180772.41	2361544.82
6	ITC reversed as per GSTR-3B	4B(1)	-	0.00	0.00	0.00
7	Difference/Excess ITC claimed	S.No.5 (-) S.No.6	-	1180772.41	1180772.41	2361544.82

B) As seen from the Sales Register filed compared with the Output Taxes reported in GSTR 3B / GSTR 9 the following variations noticed in Output Turnovers and Taxes Reported.

Particulars	Turnover	Turnover	CGST Proposed @ 9%	SGST Proposed @ 9%	Total Output Tax Proposed
Gross Output Turnover as per Sales Register filed		97172291			
<u>Less:</u> Output Turnover Reported		96721645			
1. GST Output Turnover	63901198				
2. CGST Tax	5751108				
3. SGST Tax	5751108				
4. Non-GST Output Turnover	21318231				
Total	96721645				
Short Reported Output Turnover Now Proposed to Tax @ 18%		450646	40558	40558	81116

Therefore, it is proposed to assess for year **April 2020 to March 2021** for the net tax proposed to be payable indicated under Section 73 of the SGST/CGST Act as under:

S. No.	Particulars	CGST Tax	SGST Tax	Total Tax
1	Proposed to Disallow Excess claim of Input Tax compared with Table 8A of GSTR 9 and GSTR 3B / GSTR 9	296802	296802	593604
2A	Exempted Turnover Reported Proposed to Tax in absence of documentary evidences	1918641	1918641	3837282
2B	Short Reported Output Tax proposed compared with Sales Register filed and GSTR 3B / GSTR 9 returns filed	40558	40558	81116
Total Tax Due to the Department		2256001	2256001	4512002

In addition to above, the following punitive measures will be taken up while passing final orders,

A) As per Section 73 read with Rule 122 of CGST Act, 2017, a Penalty as required on the tax due will be levied at the time of assessment proceedings without any further notice.

B) As per Section 50 of CGST Act, 2017 the legitimate Interest @18% PA will be levied on the excess claim of Input Tax at the time of assessment proceedings without any further notice.

As per Section 47(2) of CGST Act, 2017 enumerates that, "any registered person who fails to furnish the return required under Section 44 by the due date shall be liable to pay a Late Fee of one hundred rupees for every day during which such failure continues subject to a maximum of an amount calculated at a quarter per cent of his turnover in the State or Union Territory.

In the light of the above legal positions, the amount of Late fee to be paid on account of belated filing of Form GSTR 9C and GSTR-1 Returns is hereby enumerated by due calculative exercise as under:

Nature of return	Period	Due Date of Filing	Date of Filing Return	No. of Days Delayed	Late Fee @ Rs.100 per day
GSTR 1	April, 2020	11-05-2020	25-05-2020	14	1400
GSTR 1	May, 2020	11-06-2020	29-06-2020	18	1800
GSTR 1	June, 2020	11-07-2020	27-07-2020	16	1600
GSTR 1	July, 2020	11-08-2020	13-10-2020	63	6300
GSTR 1	Aug-20	11-09-2020	09-11-2020	59	5900
GSTR 1	Sept.2020	11-10-2020	16-11-2020	36	3600
GSTR 1	Oct.2020	11-11-2020	20-11-2020	9	900
GSTR 1	Nov.2020	11-12-2020	15-12-2020	4	400
GSTR 1	Mar.2021	11-04-2021	04-08-2021	115	11500
	Total				33400

While bringing forward to the notice of the taxpayer about the above Late Fee calculated for belated filing of Form GSTR-01 returns amounting to Rs.33,400/- (i.e., Rs.16,700/- towards CGST and Rs.16,700/- towards SGST respectively), the taxpayer is hereby directed to pay the same by generating Form GST DRC-03 or if having any objections, as to file their reply.

The Tax payer failed to file GSTR 01 returns for the months January 2021 and February 2021, which is liable to levy Penalty @0.50% of the Turnover under Section 47 of CGST Act, 2017, as under.

Nature of return	Period	Output Turnover for the month	Late Fee @ 0.50% on Output Turnover
GSTR 1	Jan.2021	1688611	8443
GSTR 1	Feb.2021	4398500	21993
	Total		30436

While bringing forward to the notice of the taxpayer about the above Penalty calculated for not filing of Form GSTR-01 returns amounting to Rs.30,436/- (i.e., Rs.15,218/- towards CGST and Rs.15,218/- towards SGST respectively), the taxpayer is hereby directed to pay the same by generating Form GST DRC-03 or if having any objections, as to file their reply.

Further it is noticed that the Tax Payer wrongly claimed an IGST Input Tax of Rs.82,05,291/- in GSTR 3B Return filed for the month of July, 2020, subsequently it was reversed in GSTR 3B Return filed for the month of September, 2020 from the Credit having with them under IGST for Rs. 45,72,637/- and under CGST for Rs. 36,32,654/-, it clearly shows that the Tax Payer utilised the IGST Input Tax of Rs. 36,32,654/-, it needs to be levied Interest @ 18% PA, hence the same is proposed as under:

Ineligible IGST Input Tax utilised	Rs. 36,32,654-00
Period of Ineligible IGST Input Tax utilised	(2) months
Interest @ 18% (i.e. 3632654 x 2/12 x 18/100)	Rs. 1,08,980-00

Thus, the total Tax, Penalty and Interest for the period from April 2020 to March 2021 is proposed in addition to the Taxes reported as under:

S. No.	Act	Tax	Interest	Penalty on Tax Proposed	Penalty for non filing of GSTR 01 Returns	Late Fee	Total
1	CGST	2256001	1421280	225600	15218	16700	3934799
2	SGST	2256001	1421280	225600	15218	16700	3934799
3	TOTAL	4512002	2842560	451200	30436	33400	7869598

The registered tax payer may therefore pay the tax in DRC-03. However, if the registered tax payer is not agreeing with the proposals in this notice they may file their objections in DRC-06 within (15) days from the date of receipt of this notice, failing which orders as deemed fit will be passed without any further correspondence in the matter.



STATE TAX OFFICER-II,
M.G.ROAD-S.D.ROAD CIRCLE.

To,
M/s. MODI REALTY (MIRYALAGUDA) LLP,
SOHAM MANSION, 2ND FLOOR, 5-4-187/3 AND 4,
M.G ROAD, SECUNDERABAD, 500003

State Tax Officer-II
M.G. Road-S.D. Road Circle,
Begumpet Division, Hyderabad

Office of : State Tax Officer
Jurisdiction : M.G.ROAD - S.D.ROAD,Begumpet,Telangana,State/UT : Telangana

Reference No. : ZD360125054633J

Date : 30/01/2025

To

GSTIN/ID : 36ABCFM6774G2ZZ

Name : MODI REALTY (MIRYALAGUDA) LLP

Address : 5-4-1B7/3 AND 4, SOHAM MANSION, 2ND FLOOR, M.G.ROAD, SECUNDERABAD, Rangareddy, Telangana, 500003

Tax period : APR 2020 - MAR 2021

FY : 2020-2021

SON/Statement Reference No. : ZD3611240132B5S

Date : 13/01/2024

Act/ Rules Provisions :

Under Section 73 of the GST Act

Order for dropping the proceedings under section 73/74

With reference to the above referred show cause notice issued to you for representing your case against the reasons stated in the Annexure attached thereto and on the basis of information available on record, the proceedings are hereby dropped for the reasons and other details stated in the Annexure attached herewith.

Signature :

Name :

Designation : State Tax Officer

Jurisdiction : M.G.ROAD -

VEN KATESHIWAR RAO SHERI

S.D.ROAD,Begumpet,Telangana

GOVERNMENT OF TELANGANA
COMMERCIAL TAXES DEPARTMENT

Proceedings of the
STATE TAX OFFICER-II,
M.G.ROAD-S.D.ROAD CIRCLE, BEGUNPET DIVISION,
(Present : Venkateshwar Rao Sheri)

GSTIN: 36ABCFM6774G22Z

Date: 30-01-2025

SUMMARY OF ORDER PROCEEDINGS
for the Financial Year 2020-21 under GST Act, 2017
[See Rule 142 (1) and Section 73]

SUB: Goods and Services Tax Act, 2017 (for brevity 'GST Act, 2017') - M.G.Road-S.D.Road Circle - Begunpet Division, Hyderabad -M/s. MODI REALTY (MIRYALAGUDA) LLP (for brevity 'taxpayer') - Conduct of general audit for the financial year 2020-21 under GST Act - Notice issued in ADT-01 - Records produced - Examination/scrutiny made of the same - Certain discrepancies / deficiencies/ anomalies noticed - Proposed to assess under Section 73 of CGST Act, 2017 - Show Cause Notice issued in DRC 01 - Reply Filed - Orders Passed - Regarding.

- REF: 1. Commissioner (ST), Telangana, Hyderabad Audit Authorization in GST Portal on dt. 20-04-2024
2. Joint Commissioner (ST), Begunpet Division, Hyderabad Audit Authorization in Ref No. BGPT-DEVN/STO-II/34/MGSD/2024-25 dt. 05-11-2024.
3. STO-II, M.G. Road - S.D. Road Circle notice issued in GST Form DRC-01 vide Ref No. ZD361124913285S, Dated. 13-11-2024.
4. M/s. MODI REALTY (MIRYALAGUDA) LLP, Reply filed dt. 30-12-2024, dt. 24-01-2025, and dt. 29-01-2025

M/s. MODI REALTY (MIRYALAGUDA) LLP, located at SOHAM MANSION, 2ND FLOOR, 5-4-187/3 AND 4, M.G. ROAD, SECUNDERABAD, 500003 are a registered taxpayer under the provisions of GST Act, 2017 with GSTIN 36ABCFM6774G22Z and assessee on the rolls of the state jurisdictional tax office i.e., the Assistant Commissioner (ST), M.G.Road-S.D.Road Circle of Begunpet Division, Hyderabad. They are carrying on business in "trading of Goods as per the Portal" is that, (HSN 00440290) CONSTRUCTION SERVICES IN RESPECT OF COMMERCIAL OR INDUSTRIAL BUILDINGS AND CIVIL STRUCTURES/HSN 00440110) WORKS CONTRACT SERVICES.

In consequent to the GST General Audit authorized as required under the provisions of Section 65, read with Rule 101 of CGST Act and Rules, 2017 in respect of the above-mentioned taxpayer for the financial year 2020-21, the audit of the taxpayer is accordingly undertaken.

In the course of and as a part of processing the Audit undertaken in due process of law, the taxpayer vide reference 1st cited, has been issued 'Notice for conducting Audit' via prescribed 'Form GST ADT-01' dated 20-04-2024 as required under the provisions of Rule 101 and Sec.65 of CGST Act, 2017 duly intimating / notifying the authorized Audit of their books of accounts and records and with a direction to attend in person or through an authorized representative on dated. 07-05-2024 before the undersigned at aforementioned address with the relevant books of accounts

and records and in the light of Section 65 of CGST Act, 2017 they are asked to render their assistance for timely completion of the Audit for the financial year 2020-21 as required for Audit.

The Notice was served as prescribed under the provisions of Section 169 of CGST Act, 2017 i.e., by way of communicating to the e-Mail address of the taxpayer so given at the time of GST registration or as amended from time to time.

The taxpayer having received the ADT-01 appeared in person and produced Profit and Loss Account, Balance Sheet, Purchase and Sale Statements etc., On due examination of the same with reference to the material available in the GST Common Portal, their tax liabilities and other discharged liabilities are hereby proposed to assess with the following results:-

1) Input Tax on Inward Supplies :-

The Tax Payer claimed Input Tax Credit in GSTR3B / GSTR 9 returns filed by them for the year 2020-21 as under:

IGST Rs. 82,05,291.00
CGST Rs. 47,23,417.00
SGST Rs. 47,23,417.00

On verification of the ITC claim of the taxpayer among the Form GSTR-3B and Form GSTR-2A, the following variations are noticed.

The following Ineligible Input Taxes under Section 17(5) of the GST Act reflected in the Table 8A of GSTR 9 proposed for rejection.

Particulars	CGST Input	SGST Input
M/S CAPS GOLD PRIVATE LIMITED	3,451.46	3,451.46
Total	3451.46	3451.46

Thus, the eligible for Input Tax Credit as per the Table 8A of GSTR 9 is arrived as under:

Particulars	CGST	SGST
Input Tax as per Table 8A of GSTR 9	4442644.33	4442644.33
Less: Credit Notes	12577.50	12577.50
Net ITC	4430066.83	4430066.83
Ineligible Input Tax under Section 17(5) of the GST Act	3451.46	3451.46
Net ITC Eligible	4426615.37	4426615.37

The Tax Payer claimed excess ITC in GSTR3B/GSTR 9 compared with the ITC as appearing in Table 8A of GSTR 9 as under.

Particulars	CGST	SGST	Total
ITC claimed in GSTR 3B / GSTR 9	4723417	4723417	9446834
Less: Net ITC Eligible as per Table 8A of GSTR 9	4426615	4426615	8853230
Excess ITC Claimed	296802	296802	593604

2) Output Tax on Outward Supplies :-

The Tax Payer reported Output Tax in GSTR3B / GSTR 9 Returns filed by them for the year 2020-21 as under:

IGST Rs. 00.00
CGST Rs. 57,51,108.00
SGST Rs. 57,51,108.00

A) The Tax Payer claimed Exemption on the Output Turnover of Rs. 2,13,18,231/- in the GSTR3B / GSTR 9 Returns filed by them, but they have failed to file documentary evidences for their claim of exemption, hence the same is Proposed to Tax @ 18% as under:

Particulars	Turnover	CGST Proposed @ 9%	SGST Proposed @ 9%	Total Output Tax Proposed
Exempted Turnover Reported Proposed to Tax in absence of documentary evidences	21318231	1918641	1918641	3837282

Note: If the Tax Payer submits the documentary evidence for their claim of Exempted Output Turnover, the Input Tax to be reversed on non-business transactions & exempt supplies under Section 17(1) & (2) where the goods or services or both are used by the registered person partly for the purpose of business, partly for other purposes or partly used for effecting exempt supply and partly for taxable supply then the amount of credit shall be restricted to so much of the input tax as is attributable to the taxable supplies in the course of business. Therefore the taxable person needs to make an apportionment of available input tax credit under Rule 42 & 43 to arrive at the eligible ITC, resulting in excess claim of ITC than you are eligible. The details of the working are as under:

S. No	Issue	Table no. in GSTR-3B	Value of outward	SGST	CGST	Total
1	2	3	4	5	6	7
1	Total supplies	1.3-3.1(D)	85020859.00	-	-	-
2	Exempt supplies	3.1(c)+3.1(x)	21150875.00	-	-	-
3	Proportion of common ITC which has to be reversed to the extent of exempt supply (2/1 above)		0.248772	-	-	-
4	Common input tax credit	4A+Tran 1+ Tran 2	-	4746403.98	4746403.98	9492807.96
5	ITC to be reversed	[S.No.2]/[S. No.1][X]/[S.No. 4]	-	1180772.41	1180772.41	2361544.82
6	ITC reversed as per GSTR-3B	4B(1)	-	0.00	0.00	0.00
7	Difference/excess ITC claimed	[S.No.3 (-) & No.6]	-	1180772.41	1180772.41	2361544.82

B) As seen from the Sales Register filed compared with the Output Taxes reported in GSTR 3B / GSTR 9 the following variations noticed in Output Turnovers and Taxes Reported.

Particulars	Turnover	Turnover	CGST Proposed @ 9%	SGST Proposed @ 9%	Total Output Tax Proposed
Gross Output Turnover as per Sales Register filed		97172291			
Less: Output Turnover Reported		96721645			
1. GST Output Turnover	63901198				
2. CGST Tax	5751108				
3. SGST Tax	5751108				
4. Non-GST Output Turnover	21318231				
Total	96721645				
Short Reported Output Turnover Now Proposed to Tax @ 18%		450646	40558	40558	81116

Therefore, it is proposed to assess for year **April 2020 to March 2021** for the net tax proposed to be payable indicated under Section 73 of the SGST/CGST Act as under:

S. No.	Particulars	CGST Tax	SGST Tax	Total Tax
1	Proposed to Disallow Excess claim of Input Tax compared with Table 8A of GSTR 9 and GSTR 3B / GSTR 9	296802	296802	593604
2A	Exempted Turnover Reported Proposed to Tax in absence of documentary evidences	1918641	1918641	3837282
2B	Short Reported Output Tax proposed compared with Sales Register filed and GSTR 3B / GSTR 9 returns filed	40558	40558	81116
Total Tax Due to the Department		2256001	2256001	4512002

As per Section 47(2) of CGST Act, 2017 enumerates that, "any registered person who fails to furnish the return required under Section 44 by the due date shall be liable to pay a Late Fee of one hundred rupees for every day during which such failure continues subject to a maximum of an amount calculated at a quarter per cent of his turnover in the State or Union Territory.

In the light of the above legal positions, the amount of Late fee to be paid on account of belated filing of Form GSTR 9C and GSTR-1 Returns is hereby enumerated by due calculative exercise as under:

Nature of return	Period	Due Date of Filing	Date of Filing Return	No. of Days Delayed	Late Fee @ Rs.100 per day
GSTR 1	April, 2020	11-05-2020	25-05-2020	14	1400
GSTR 1	May, 2020	11-06-2020	29-06-2020	18	1800

GSTR 1	June, 2020	11-07-2020	27-07-2020	16	1600
GSTR 1	July, 2020	11-08-2020	13-10-2020	63	6300
GSTR 1	Aug-20	11-09-2020	09-11-2020	59	5900
GSTR 1	Sept.2020	11-10-2020	16-11-2020	36	3600
GSTR 1	Oct.2020	11-11-2020	20-11-2020	9	900
GSTR 1	Nov.2020	11-12-2020	15-12-2020	4	400
GSTR 1	Mar.2021	11-04-2021	04-08-2021	115	11500
	Total				33400

While bringing forward to the notice of the taxpayer about the above Late Fee calculated for belated filing of Form GSTR-01 returns amounting to Rs.33,400/- (i.e., Rs.16,700/- towards CGST and Rs.16,700/- towards SGST respectively), the taxpayer is hereby directed to pay the same by generating Form GST DRC-03 or if having any objections, as to file their reply.

The Tax payer failed to file GSTR 01 returns for the months January 2021 and February 2021, which is liable to levy Penalty @0.50% of the Turnover under Section 47 of CGST Act, 2017, as under.

Nature of return	Period	Output Turnover for the month	Late Fee @ 0.50% on Output Turnover
GSTR 1	Jan.2021	1688611	8443
GSTR 1	Feb.2021	4398500	21993
	Total		30436

While bringing forward to the notice of the taxpayer about the above Penalty calculated for not filing of Form GSTR-01 returns amounting to Rs.30,436/- (i.e., Rs.15,218/- towards CGST and Rs.15,218/- towards SGST respectively), the taxpayer is hereby directed to pay the same by generating Form GST DRC-03 or if having any objections, as to file their reply.

Further it is noticed that the Tax Payer wrongly claimed an IGST Input Tax of Rs.82,05,291/- in GSTR 3B Return filed for the month of July, 2020, subsequently it was reversed in GSTR 3B Return filed for the month of September, 2020 from the Credit having with them under IGST for Rs. 45,72,637/- and under CGST for Rs. 36,32,654/-, it clearly shows that the Tax Payer utilised the IGST Input Tax of Rs. 36,32,654/-, it needs to be levied Interest @ 18% PA, hence the same is proposed as under:

Ineligible IGST Input Tax utilised	Rs. 36,32,654-00
Period of Ineligible IGST Input Tax utilised	(2) months
Interest @ 18% (i.e. 3632654 x 2/12 x 18/100)	Rs. 1,08,980-00

Accordingly a notice in DRC-01 has been issued vide Reference No. ZD3611240132858, Dated: 13-11-2024, and requested to file their objections if any within the stipulated time provided. In receipt of the notices the Tax Payer filed their reply on 30-12-2024, dt. 24-01-2025, and dt. 29-01-2025, the Reply filed by the Tax Payer along with documents attached have been verified and considered as under:

1) Input Tax on Inward Supplies :-

The Tax Payer claimed that few of their suppliers haven't filed their respective returns due to which the same has not auto-populated in GSTR-2B for the tax period 2020-21, and they have filed declaration certificate as per Circular No. 193/05/2023-GST dated 17th July 2023 issued by Central Board of Indirect Taxes and Customs, New Delhi, and requested to allow the Input Tax credit.

The Reply filed along with documents produced have been verified and found that the excess Input Tax claimed than the Input Tax auto-populated in GSTR-2B for the period from 01-04-2020 to 31-12-2020 is below 10% and for the period from dt. 01-01-2021 to 31-03-2021 is below 5% as applicable as per Circular No. 193/05/2023-GST dated 17th July 2023, hence the claim of the Tax Payer is allowed and the Tax of Rs. 2,96,802/- under CGST and Rs. 2,96,802/- under SGST proposed in the notice is hereby withdrawn.

2 (A) Output Tax on Outward Supplies of Rs. 2,13,18,231/-

The Tax Payer claimed that, the Output Turnover of Rs. 2,13,18,231/- is pertains to Land Portion in the Sale value of the Flats, as they have reported the Taxable Output Turnover as Taxable @18%, and the project is ongoing project started before dt. 01-04-2019, they are eligible for claiming of exemption for the land portion of Flats sold. In support of their claim they have filed documentary evidences, the same have been verified and found in order, hence the Tax of Rs.19,18,641/- under CGST and Rs. 19,18,641/- under SGST proposed in the notice is hereby withdrawn.

Further, the restriction of Input Tax under Section 17(1) & (2) for the Exempted sales is not applicable as the sale of Land is exempted and there is no common Input Tax involved in the sale of Land.

2 (B) Output Tax on Outward Supplies of Rs. 4,50,646/-

The Tax Payer claimed that, the Output Turnover of Rs. 4,50,646/- is pertains to Credit notes issued, in support of their claim they have filed documentary evidence to that extent, the same have been verified and found in order, hence the Tax of Rs. 40,558/- under CGST and Rs.40,558/- under SGST proposed in the notice is hereby withdrawn.

Late Fee of Rs. 33,400/- for late filing of GSTR-01 Returns:

The Tax Payer Paid the Late Fee of Rs. 16,700/- under CGST and Rs. 16,700/- under SGST vide DRC-03 in ARN: AD3601250139571 dt. 29-01-2025, as proposed in the notice for late filing of GSTR-01 Returns.

Penalty of Rs. 30,436/- for non-filing of GSTR-01 Returns:

The Tax Payer Paid the Penalty of Rs. 15,218/- under CGST and Rs. 15,218/- under SGST vide DRC-03 in ARN: AD3601250139571 dt. 29-01-2025, as proposed in the notice for non-filing of GSTR-01 Returns.

Interest of Rs. 1,08,980/- for late payment of Taxes)

The Tax Payer claimed that, the late payment of Taxes were paid by utilizing the Input Tax Credit having credit from the due date of Tax Payments, in support of their claim they have filed Input Tax Credit Ledger, the same have been verified and found in order, hence the claim of the Tax Payer is allowed and Interest of Rs. 1,08,980/- for late payment of Taxes proposed in the notice is hereby withdrawn.

Thus, the Tax, Penalty, Interest proposed for the year 2020-21 in the DRC-01 Reference No. ARN: ZD3611240132R55, Dated. 13-11-2024 is here by **DROPPED**.



STATE TAX OFFICER-II
M.G. ROAD - S.D. ROAD CIRCLE
State Tax Officer-II
M.G. Road-S.D. Road Circle,
Begumpet Division, Hyderabad

To,
M's. MODI REALTY (MIRYALAGUDA) LLP,
SOHAM MANSION, 2ND FLOOR, 5-4-187/3 AND 4,
M.G ROAD, SECUNDERABAD, 500003

Goods and Services Tax - Table 8A of GST R-9

[illegible]

[illegible]

2018-01-20	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A00120	66A0012
------------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	----------	---------

[illegible]

[illegible]

Year	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	2428	2429	2430	2431	2432	2433	2434	2435	2436	2437	2438	2439	2440	2441	2442	2443	2444	2445	2446	2447	2448	2449	2450	2451	2452	2453	2454	2455	2456	2457	2458	2459	2460	2461	2462	2463
------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------	------

[illegible]

[illegible]

Form GSTR-3B

[See Rule 67]

System Generated Summary (For Reference only)

Financial Year	2020-21
----------------	---------

1. GSTIN	36ABCFM5774B22Z
2(a). Legal Name of the Registered Person	MODI REALTY (MIRYALAGUDA) LLP
2(b). Trade name, if any	MODI REALTY (MIRYALAGUDA) LLP

3.1 Details of Outward supplies and inward supplies liable to reverse charge

Nature of Supplies	Total Taxable value(₹)	Integrated Tax(₹)	Central Tax(₹)	State/UT Tax(₹)	Cess(₹)
(a) Outward Taxable Supplies (Other Than Zero Rated, Nil Rated and Exempted)	6,38,69,984.00	0.00	57,51,108.32	57,51,108.32	0.00
(b) Outward Taxable Supplies (Zero Rated)	0.00	0.00	0.00	0.00	0.00
(c) Other Outward Supplies (Nil Rated, Exempted)	78,84,500.00	0.00	0.00	0.00	0.00
(d) Inward Supplies (Liable to Reverse Charge)	3,78,567.00	0.00	34,072.53	34,072.53	0.00
(e) Non-GST Outward Supplies	1,32,66,375.00	0.00	0.00	0.00	0.00

3.2 Out of Supplies made in 3.1 (a) above, Details of Inter-State Supplies made to Unregistered Persons, Composition Taxable Persons and UIN Holders

Nature of Supplies	Total Taxable value(₹)	Integrated Tax(₹)
Supplies Made to Unregistered Persons	0.00	0.00
Supplies Made to Composition Taxable Persons	0.00	0.00
Supplies Made to UIN holders	0.00	0.00

4. Eligible ITC

Details	Integrated Tax(₹)	Central Tax(₹)	State/UT Tax(₹)	Cess(₹)
(A) ITC Available(Whether in Full or Part)	82,09,291.05	47,46,403.98	47,46,403.98	0.00
(1) Import of goods	0.00	0.00	0.00	0.00
(2) Import of services	0.00	0.00	0.00	0.00
(3) Inward supplies liable to reverse charge (other than 1 & 2 above)	27,899.00	34,072.53	34,072.53	0.00
(4) Inward supplies from ISD	0.00	0.00	0.00	0.00
(5) All other ITC	81,77,392.05	47,12,331.45	47,12,331.45	0.00
(B) ITC Reversed	82,03,716.00	0.00	0.00	0.00
(1) As per rules 42 & 43 of CGST Rules	0.00	0.00	0.00	0.00
(2) Others	82,03,716.00	0.00	0.00	0.00
(C) Net ITC Available (A-B)	1,575.50	47,46,403.98	47,46,403.98	0.00
(D) Ineligible ITC	0.00	0.00	0.00	0.00
(1) As per section 17(5)	0.00	0.00	0.00	0.00
(2) Others	0.00	0.00	0.00	0.00

5 Values of Exempt, Nil-Rated and Non-GST Inward Supplies

Nature of Supplies	Inter-State Supplies(₹)	Intra-State Supplies(₹)
From a Supplier under Composition Scheme, Exempt and Nil Rated Supply	0.00	0.00
Non GST Supply	0.00	0.00

5.1 Interest and Late fee

Details	Integrated Tax(₹)	Central Tax(₹)	State/UT Tax(₹)	Cess(₹)
Interest	0.00	0.00	0.00	0.00
Late fee	0.00	3,575.00	3,575.00	0.00

FORM GST DRC-03

[See rule 142(2)(a)(4)(b)]

Intimation of payment made voluntarily or made against the show cause notice (SCN) of statement

ARN:AD34231009520

Date: 27/3/2021

1.	GSTIN	35ABCFM6774G2ZZ										
2.	Name	MODI REALTY (MIRYALAGUDA) LLP.										
3.	Cause of Payment	Voluntary										
4.	Section under which voluntary payment is made	73(5)										
5.	Details of show cause notice, if payment is made within 30 days of its issue	Reference No:NA.									Date Of issue:NA.	
6.	Financial Year	2020-2021										
7.	Details of payment made including interest and penalty, if applicable (Amount in Ru.)											
Sr. No.	Tax Period	Act	Place of supply	Tax/Cess	Interest	Penalty, if applicable	Fee	Others	Total	Ledger utilized (Cash/Credit)	Debit entry no	Date of debit entry
1.	APR 2020-MAR 2021	CST	Telangana	37,615.00	0.00	0.00	0.00	0.00	37,615.00	Credit	DE3612210145468	27/12/2021
2.	APR 2020-MAR 2021	CST	Telangana	37,615.00	0.00	0.00	0.00	0.00	37,615.00	Credit	DE3612210145468	27/12/2021

8. Reasons, if any -

We are ineligible for input tax credit as per our Books (Our Hire Charges) for the period 2020-21

9. Verification:-

I hereby solemnly affirm and declare that the information given above is true and correct to the best of my knowledge and belief and nothing has been concealed therefrom.

Signature of Authorized Signatory
Name: SOBIN M MOIDE
Designation: Designated Partner
Date: 29/12/2021



తెలంగాణ న్యాయ వేదిక TELANGANA

S.No. 576 Date: 02-02-2021

Sold to: CH. ANJALI

S/o Late NARASIMH

For: MODI REALTY MIRYALAGUDA LLP

50 AF 402800
K SATISH KUMAR

LICENSED STAMP VENDOR

LIC No: 15-01-2002012, B No: 15-01-2002012

For No 227, One Back Gate of City Link Court

Plot No: 227, One Back Gate of City Link Court

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 2nd day of February 2021 at Secunderabad by and between:

M/s. Modi Realty (Miryalaguda) LLP, a registered Limited Liability Partnership, having its office at 5-4-187/5&4, II Floor, Subhan Mansion, M.G. Road, Secunderabad - 500 003, represented by its Managing Partner Shri Subhan Modi S/o. Late Shri Satish Modi, aged about 51 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor.

And

1. Smt. Anireddy Vasudha Reddy, W/o. Late Shri. Veera Reddy, aged about 51 years, Occupation: House wife, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-part, Hyderabad - 500096.
2. Shri. Anireddy Sagar Reddy, S/o. Late Shri. Veera Reddy, aged about 34 years, Occupation: Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-part, Hyderabad - 500096.
3. Shri. Anireddy Ajay Reddy, S/o. Late Shri. Veera Reddy, aged about 29 years, Occupation: Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-part, Hyderabad - 500096.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

For MODI REALTY (MIRYALAGUDA) LLP

Director

Hereinafter referred to jointly as the Owners and severally as Owner no.1, Owner no. 2 & Owner no.3 respectively. The Owners herein are being represented by M/s. Modi Realty Miryalaguda LLP, authorized signatory Shri. Soham Modi, son of Late Shri. Satish Modi aged about 47 years, Occupation: Business, as the Joint Development Agreement cum General Power of Attorney Holder by virtue of document no. 242/2017, dated 24.12.2016, registered at S.R.O. Miryalaguda.

IN FAVOUR OF

M/s. Modi Housing Pvt Ltd. having its office at 2-4-187/3&4, second floor, Soham Mansion, M. G. Road, Serusandabad-500 003, represented by its Director Mrs. Tejaji Modi, wife of Mr. Soham Modi aged about 50 years, hereinafter referred to as the 'Purchaser'

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

Wherever the Vendor/Owner/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/Owner/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 The Owners are absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. Originally Mr. Kancha Jitender Reddy, S/o. Ramakrishna Reddy along with Late Mr. Anireddy Veera Reddy, S/o. Raghu Reddy were the owners of the said land in Sy. No. 786. The names were duly recorded in the patta since 1956 as owners and possessors of the said land.
- 1.2 Late Mr. Anireddy Veera Reddy died on 11/07.2009 and the MRO Miryalaguda has issued a family member certificate bearing no. E/964/2010 dated 26.03.2010, certifying the Owners herein as the sole legal heirs of late Mr. Anireddy Veera Reddy.
- 1.3 After the death of late Mr. Anireddy Veera Reddy, the Owners herein inherited the portion of land owned by him in Sy. No. 786. Further, Mr. Kancha Jitender Reddy has also transferred his share of land in Sy. No. 786 to the Owners herein. The MRO Miryalaguda has appropriately recorded the change in ownership of the land admeasuring Ac. 16-19 gts., in Sy. No. 786 from Mr. Anireddy Veera Reddy and Mr. Kancha Jitender Reddy in favour of the Owners herein. The Record of Rights (ROR) dated 18.09.2011 reflects the transfer of the Ac. 16-19 gts., in Sy. No. 786, of Miryalaguda Village in favour of the Owners.

For MODI REALTY (MIRYALAGUDA) LLP


Partner

For MODI HOUSING PVT. LTD.


Director

- 1.4 Accordingly, the Owners herein have become absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. The MHO Miryalaguda has issued patta passbooks and title books in their favour as per the details given below.

Name of Pattaedar	Patta No.	Patta book no.	Title book no.	Extent in Sy. No. 786 Ac - gts.	Extent in Sy. No. 786/AA Ac - gts.
Anireddy Vasudha Reddy Owner no. 1	2071	963442	963442	2-26	4-09.5
Anireddy Sujay Reddy Owner no. 2	2070	963441	963441	2-27	4-09.5
Anireddy Ajay Reddy Owner no. 3	2069	963440	963440	2-27	--

- 1.5 The Owners have expressed interest in developing a portion of the above mentioned land, admeasuring about Ac. 6-18 gts., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana (herein after referred to as the Scheduled Land and more fully described in the schedule given herein) by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, games, children's park, compound wall, sports & recreational facilities, etc.
- 1.6 The Owners do not have adequate expertise and experience in taking up the housing project on their own and have appointed the Vendor for developing the Scheduled Land into a housing project.
- 1.7 According, the Vendor and the Owners have entered into an Joint Development Agreement dated 24.12.2016 in respect of development of the property admeasuring Ac. 6-18 Gts., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. This Joint Development Agreement is registered with SRO, Miryalaguda as document no. 242/2017.
- 1.8 As per the terms of Joint Development Agreement, the Owners and the Vendor have identified and divided amongst themselves the plots of land along with proposed construction thereon and given in detail in Clause 25 and Annexure II of the above related Joint Development Agreement.

2. DETAILS OF PERMITS:

- 2.1 Permit for construction on the Scheduled Land admeasuring Ac. 6-18 gts., was granted by DTCP and Miryalaguda Municipality in file no. 2883/2016/1 vide permit no. B.P. No. 111/2016/H. As per the said permit 91 villas are being developed on a portion of the Scheduled Land along with common amenities and utilities like roads, footpaths, electric power supply, water supply, children parks, tree plantation, sports facilities, etc.


Partner

PVR MODA HOUSING PVT. LTD.


Director

3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. The land is proposed to be sub-divided into 91 plots of land and each plot of land shall be sold along with a villa constructed thereon.
- 3.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
- 3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3/4BHK villa on each plot of land.
- 3.1.4. Clubhouse consisting of stilt + ground + 3 upper floors admeasuring about 10,000 sq ft is proposed to be constructed. Other amenities and facilities proposed to be provided are - swimming pool, roads, landscape gardens, children park, lawns for barbeque, generator for backup, compound wall, security kiosk, overhead tanks, pumps, etc.
- 3.1.5. Each villa shall have a separately metered electric power connection.
- 3.1.6. Water for general purpose use shall be provided through bore-wells. Underground sump shall be provided for purchase of water by tankers.
- 3.1.7. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
- 3.1.8. 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.
- 3.1.9. 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 2024, whichever is later and all the villas in the project of 'AVR Gulmohar Homes' shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any objections / objections.
- 3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of AVR Gulmohar Homes. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in AVR Gulmohar Homes i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, millings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land not withstanding any provision for additional construction in the bye-laws. Further, 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 2029.
- 3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
- 3.1.12. 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 'AVR Gulmohar Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as AVR Gulmohar Homes shall always be called as such and shall not be changed.

For AVR REALTY (PUNJAB) LLP

Partner

For AVR HOUSING PVT LTD

Director

4. SCHEME OF SALE / PURCHASE :

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell its share of villas to any intending purchaser.
- 4.2 The Vendor proposes to sell such 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 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 in any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual villa owners in the Housing Project.
- 4.4 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, expropriation 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.
- 4.5 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 therein. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.
- 4.6 Only on payment of the entire sale consideration along with other charges like GST, VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed /conveyance deed in favour of the Purchaser and or its nominees. 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.
- 4.7 At the request of the Purchaser the Vendor may give license to the Purchaser to enter the villa being purchased 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.

For AGRI REALTY INVESTMENT LLP

Partner

For AGRI REALTY INVESTMENT LLP

Director

- 4.8 That for the purposes of creating a charge in favour of the bank / financial institutions on the Scheduled Villa so as to enable the Purchaser to avail housing loan, the Vendor will execute a sale deed in favour of the Purchaser for semi-finished villa. In the event of execution of sale deed before the villa is fully completed, the Purchaser shall be required to enter into a separate 'Agreement for Construction' with the Vendor for completing the unfinished villa and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Villa shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Villa back to the Vendor for the purposes of carrying out construction of the villa thereon and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villa to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.
- 4.9 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.
- 4.10 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 hereto shall cooperate with each other to execute such a tripartite agreement.
- 4.11 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.
- 4.12 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.

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 area 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 its capacity, competence and ability of the Vendor 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 thereafter, raise any objection on this count.

For MOEF HOUSING PVT. LTD.

For MOEF REALTY (PVT.) LTD.

Partner

(Covered)

- 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 hereto and the specifications shall be as per Annexure - C attached hereto, 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 is attached in Annexure -D hereto.
- 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 sole consideration mentioned herein is the lump sum amount for the Scheduled Villa. The Purchaser confirms that he shall not raise any objections on this count.

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.
- 6.2 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 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, VAT, GST, service tax 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 hereto that the total sale consideration given herein does not include the cost of providing water through government/ quasi 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/ quasi government body on a pro-rata basis.
- 6.5 That the Vendor has agreed to construct the Scheduled Villa as per plan and specifications given in Annexure - B and Annexure - C. The cost of any additions and alterations made over and above the specifications in the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 6.6 Interest on delayed payment, if any, shall be paid over and above the agreed consideration.

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.

For MGI REALTY (MORTGAGE) LLP

For MGI HOUSING PVT. LTD.

Partner

Director

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 intimated 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.
- 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.

For MDC REALTY (INDIA) PRIVATE LIMITED



Partner

For MDC HOUSING PRIVATE LIMITED



Director

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 30 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 10% of the agreed total sale consideration.
- 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', instantly 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-sell / 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 be 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 nominee at its cost.
- 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, 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. 6/- per sq ft 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.

FOR NEED REALTY PRIVATE LIMITED

Partner

FOR NEED REALTY PRIVATE LIMITED

Director

- 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.

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.

For M/S. REALTY INTERNATIONAL LLP


Partner

For M/S. HOUSING PVT. LTD.



Director

- 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.
- 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.
- 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.
- 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 to day 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, ruin, 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 without due authorization from the Vendor and / or Association / Society in-charge of maintenance as per details given in clause 3.1.9, 3.1.10 & 3.1.11 above.

For MOD REALTY (INDIA) LTD

Purchaser

For MOD HOUSING PVT. LTD.

Director

- 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, fixtures, 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 furniture 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.

15. NOC FOR SURROUNDING DEVELOPMENT :

- 15.1 The Vendor 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.

FOR MEDI REALTY (INDIA) PVT. LTD.

Partner

FOR MOOR HOUSING PVT. LTD.

Director

- 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.

- 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 or deemed to be unalterable 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 Scheduled 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.

For MGN REALTY (NORTHAGUDA) LLP

Partner

For MGN HOLDINGS PVT. LTD.

Owner

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 repairs/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 repair/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.
- 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 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 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.

For WDC REALTY (NORTH/ANDHRA) LLP

Partner

For WDC HOUSING PVT. LTD.

Director

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, 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, boardings, etc., shall not be construed as a legal offering. The Vendor reserves the right to make any reasonable additions or alterations or deletions to the proposed amenities and facilities as it deems fit and proper. The Purchaser shall not raise any objection on this count.
- 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 transferees 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.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac. 6-18 ga., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana and bounded by:

North	40 ft road in Sy. No. 786
South	Neighbours land in Sy. No. 791 & 785
East	Neighbours land in Sy. No. 784
West	Owners land in Sy. No. 787

WITNESS

- 1.
- 2.

For MDC REALTY (MIRYALAGUDA) LLP


Partner
VENDOR

For MDC HOUSING PVT. LTD.


PURCHASER

ANNEXURE- A

1.	Names of Purchaser:	M/s. Modi Housing Pvt Ltd		
2.	Purchaser's permanent residential address:	5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.		
3.	Purchaser's Email ID for correspondence:			
4.	Purchaser's Mobile no.:			
5.	Pan no. of Purchaser:			
6.	Aadhar card no. of Purchaser:			
7.	Vendors address for correspondence	5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003		
8.	Vendors Email ID for correspondence	cr@modihousingpvt.com		
9.	Name address & registration no. of Owners Association			
10.	Corpus fund payable to Association	30,000/-		
11.	Booking form no. & date	102001 dated 29.09.2020		
12.	Type of villa	A2-Duplex		
13.	No. of floors	Ground + 1st floor		
14.	No. of bedrooms	3 Bed rooms		
15.	Details of Scheduled Villa:			
	a. Villa no.:	24		
	b. Plot area:	179.56 sq. yds.		
	c. Built-up area:	2340 sq.ft		
	d. Carpet area:	2044 sq.ft		
	e. Consideration towards sale Deed for Land	Rs. 30,00,000/- (Rupees Thirty Lakhs only)		
	f. Consideration towards sale Agreement for construction	Rs. 30,00,000/- (Rupees Thirty Lakhs only)		
16.	Total sale consideration:	Rs.60,00,000/- (Rupees Sixty Lakhs only)		
18.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.			25,000/-
19.	Total advance paid:			
20.	Payment terms:			
	Installment	Due date for payment	Amount	
	I	Within 15 days of booking	2,00,000/-	
	II	Within 30 days of booking	9,00,000/-	
	III	On completion of footings & plinth	14,02,500/-	
	IV	Within 7 days of casting slab	14,02,500/-	
	V	Within 7 days of completion of brick work & internal plastering	9,35,000/-	
	VI	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	9,35,000/-	
	VII	On completion	2,00,000/-	
21.	Scheduled date of completion:	31.07.2021		
22.	Description of the Scheduled Villa:	All that piece and parcel of land bearing Plot no. 24, admeasuring about 179 sq yds, along with a villa constructed thereon, in the housing project named as AVR Gudimohar Haras forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana, bounded by: North by: Plot No. 23 South by: Plot No. 23 East by: Plot No. 33 West by: 30' wide Road		

For MODI REALTY MIRYALAGUDA LLP

VENDOR

For MODI HOUSING Pvt. Ltd.

PURCHASER

ANNEXURE-B

Plan of the Scheduled Villa



TYPE - A2 (BHK)

For MCD REALTY (SOUTH AFRICA) LTD
[Signature]
 Partner
 VENDOR

For MCD REALTY (SOUTH AFRICA) LTD
[Signature]
 PURCHASER

ANNEXURE - C

Specifications of Scheduled Villa:

Item	Specifications
Structure	RCC
Walls	4"6" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OGD
Flooring	Branded 2 x2 ft. vitrified Tiles
Door frames	Wood (non-toak)
Main door	Laminated / polished panel door
Other doors	Painted panel doors
Electrical	Copper wiring with modular switches
Windows	Powder coated Aluminium sliding windows with grills
Bathrooms	Branded ceramic tiles - 4'0" height
Plumbing	CPVC/PVC pipes
Sanitary	Branded sanitary ware
CP fittings	Branded quarter turn ceramic disc type
Kitchen platform	Granite slab with 2 ft. drain and SS sink

Note:

- Choice of 2 colours for interior painting. Western / Anglo-Indian W.C and 2 or 3 combinations of bathroom tiles shall be provided.
- Changes to external appearance and color shall not be permitted.
- Fitting of grills to the main door or balconies shall not be permitted.
- Change of doors or door frames shall not be permitted.
- Changes in walls, door positions or other structural changes shall not be permitted.
- Only select alterations shall be permitted at extra cost.
- RCC lifts and shelves shall not be provided.
- Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Vendor and subject to change from time to time without prior notice.
- The additions and alterations that may be permitted within the Scheduled Villa shall be at the sole discretion of the Vendor and the Purchaser shall not raise any objections on this count.
- 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.

For HCC REALTY (HIGHLIGHTS) LLP


Partner
VENDOR

For AGGL HOUSING PVT. LTD


Director
PURCHASER

ANNEXURE - D

Layout plan of the Housing Project



For MOD REALTY (INDIA) LLP

Partner
VENDOR

For MOD HOUSING PVT. LTD.

Director
PURCHASER



తెలంగాణ న్యాయ వేలం కమిషన్ TELANGANA

S.No. 577 Date: 02-02-2021

Sold to: CH. RAMESH

S/o Late NARASIMH

For: MOOI REALTY MIRTALAGUDA LLP

402801

K.SATISH KUMAR

LICENCED ETHAMP LONDON

LIC No 18-05-0940512, R No 18-04-1020021

Plot No 227, Old Bank Gate of City Civil College

For Monthly Salary Notice: 9940001108

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 2nd day of February 2021 at Secunderabad by and between:

M/s. Mooi Realty (Mirtalaguda) LLP, a registered Limited Liability Partnership, having its office at 3-4-1073&4, II floor, Scheme Mirusim, M.G. Road, Secunderabad - 500 003, represented by its Managing Partner Shri Seham Modi S/o. late Shri Satish Modi, aged about 51 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor.

And

1. Smt. Anireddy Vanadhi Reddy, W/o. Late Shri. Veera Reddy, aged about 51 years, Occupation: House wife, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-post, Hyderabad - 500096.
2. Shri. Anireddy Sajay Reddy, S/o. Late Shri. Veera Reddy, aged about 31 years, Occupation: Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-post, Hyderabad - 500096.
3. Shri. Anireddy Ajay Reddy, S/o. Late Shri. Veera Reddy, aged about 29 years, Occupation: Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-post, Hyderabad - 500096.

For MOOI REALTY (MIRTALAGUDA) LLP

Partner

For MOOI REALTY (MIRTALAGUDA) LLP

For MOOI REALTY (MIRTALAGUDA) LLP
Managing Director

Hereinafter referred to jointly as the Owners and severally as Owner no.1, Owner no. 2 & Owner no.3 respectively. The Owners herein are being represented by M/s. Modi Realty Miryalaguda LLP, authorized signatory Shri. Soham Modi, son of Late Shri. Satish Modi aged about 47 years, Occupation: Business, as the Joint Development Agreement cum General Power of Attorney Holders by virtue of document no. 242/2017, dated 24.12.2016, registered at S.R.O. Miryalaguda.

AND

M/s. Modi & Modi Realty Hyderabad Pvt Ltd having its registered office at 5-4-187/3&4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its partner Shri Soham Modi S/o. late Shri Satish Modi, aged about 51 years, hereinafter referred to as the 'Purchaser' Consenting Party.

IN FAVOUR OF

M/s. Modi Properties Pvt Ltd having its office at 5-4-187/3&4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its Director Mrs. Tejal Modi W/o. Shri Soham Modi, aged about 50 years, hereinafter on referred to as the 'Purchaser'

The term Vendor, Owners 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/ Owner /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 whenever the Vendor/Owner/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 The Owners are absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. Originally Mr. Kancharla Jitender Reddy, S/o. Ramakrishna Reddy along with Late Mr. Anireddy Veera Reddy, S/o. Raghav Reddy were the owners of the said land in Sy. No. 786. The names were duly recorded in the patta/s since 1956 as owners and possessors of the said land.
- 1.2 Late Mr. Anireddy Veera Reddy died on 11.07.2009 and the MRO Miryalaguda has issued a family member certificate bearing no. E/908/2010 dated 26.03.2010, certifying the Owners herein as the sole legal heirs of late Mr. Anireddy Veera Reddy.
- 1.3 After the death of late Mr. Anireddy Veera Reddy, the Owners herein inherited the portion of land owned by him in Sy. No. 786. Further, Mr. Kancharla Jitender Reddy has also transferred his share of land in Sy. No. 786 to the Owners herein. The MRO Miryalaguda has appropriately recorded the change in ownership of the land admeasuring Ac. 16-19 gts., in Sy. No. 786 from Mr. Anireddy Veera Reddy and Mr. Kancharla Jitender Reddy in favour of the Owners herein. The Record of Rights (ROR) dated 16.09.2011 reflects the transfer of the Ac. 16-19 gts., in Sy. No. 786, of Miryalaguda Village in favour of the Owners.
- 1.4 Accordingly, the Owners herein have become absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. The MRO Miryalaguda has issued patta passbooks and title books in their favour as per the details given below.

For MODI REALTY (MIRYALAGUDA) LLP For MODI & MODI REALTY HYDRABAD PVT. LTD. For MODI PROPERTIES PVT. LTD.
 Partner  Managing Director  Owner

Name of Particular	Plot No.	Plot book no.	Title book no.	Extent in Sy. No. 786 Ac - gts.	Extent in Sy. No. 786/AA Ac - gts.
Anandhy Vardha Reddy Owner no. 1	2071	963442	963442	2-28	4-09.5
Anandhy Sajay Reddy Owner no. 2	2070	963441	963441	2-27	4-09.5
Anandhy Ajay Reddy Owner no. 3	2069	963440	963440	2-27	-

- 1.5 The Owners have expressed interest in developing a portion of the above mentioned land, admeasuring about Ac. 6-18 gts., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana (herein after referred to as the Scheduled Land and more fully described in the schedule given herein) by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- 1.6 The Owners do not have adequate expertise and experience in taking up the housing project on their own and have appointed the Vendor for developing the Scheduled Land into a housing project.
- 1.7 According, the Vendor and the Owners have entered into an Joint Development Agreement dated 24.12.2016 in respect of development of the property admeasuring Ac. 6-18 Gts., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. This Joint Development Agreement is registered with SRO, Miryalaguda in document no. 242/2017.
- 1.8 As per the terms of Joint Development Agreement, the Owners and the Vendor have identified and divided amongst themselves the plots of land along with proposed construction thereon and given in detail in Clause 25 and Annexure II of the above-referred Joint Development Agreement.

2. DETAILS OF PERMITS:

- 2.1 Permit for construction on the Scheduled Land admeasuring Ac. 6-18 gts., was granted by DTSP and Miryalaguda Municipality in file no. 2883/2016/H vide permit no. B.P. No. 111/2016/H. As per the said permit 91 villas are being developed on a portion of the Scheduled Land along with common amenities and utilities like roads, footpaths, electric power supply, water supply, children parks, tree plantation, sports facilities, etc.

3. PROPOSED DEVELOPMENT:

- 3.1 The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. The land is proposed to be sub-divided into 91 plots of land and each plot of land shall be sold along with a villa constructed thereon.
- 3.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
- 3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3/4BHK villa on each plot of land.
- 3.1.4. Clubhouse consisting of lift + ground + 3 upper floors admeasuring about 10,000 sq ft is proposed to be constructed. Other amenities and facilities proposed to be provided are - swimming pool, roads, landscape gardens, children park, lawn for barbecue, generator for backup, compound wall, security kiosk, overhead tanks, septic, etc.

For MRS. ANANDHY VARDHA REDDY (MIRYALAGUDA) LLP

For MRS. ANANDHY VARDHA REDDY (MIRYALAGUDA) LLP

For SRO, Miryalaguda (SRO, Miryalaguda)

Partner

Managing Director

Director

- 3.1.5. Each villa shall have a separately metered electric power connection.
- 3.1.6. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
- 3.1.7. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
- 3.1.8. 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.
- 3.1.9. 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 3 years from date of handing over possession of the completed villa or till the end of year 2024, whichever is later and all the villas in the project of 'AVR Gulmohar Homes' shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any objections / objections.
- 3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of AVR Gulmohar Homes. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in AVR Gulmohar Homes i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land not withstanding any provision for additional construction in the bye-laws. Further, 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 2039.
- 3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
- 3.1.12. 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 'AVR Gulmohar Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as AVR Gulmohar Homes shall always be called as such and shall not be changed.

4. SCHEME OF SALE / PURCHASE:

- 4.1. By virtue of the above documents, the Vendor has absolute rights to develop 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 (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share of the Scheduled Land. The villas along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts.

For MGD REALTY PRIVATE LIMITED LLP


Partner

For MGD REALTY PRIVATE LIMITED LLP


Managing Director

For MGD REALTY PRIVATE LIMITED LLP

Director

- 4.3 The Consenting Party had agreed to purchase a villa from the Vendor as per the terms and conditions mentioned in booking form no. _____ dated _____. The Consenting Party has paid the entire consideration of Rs. _____/- to the Vendor and the Vendor acknowledges the receipt of the entire consideration from the Consenting Party. The Consenting Party intends to sell the said villa to the Purchaser herein and has requested the Vendor to join in execution of this agreement in favour of the Purchaser. The Purchaser shall pay the consideration mentioned herein to the Consenting Party. The details of the villa, sale consideration, payment terms, etc., are given in Annexure - A herein.
- 4.4 The villa being sold by the Vendor/Consenting Party to the Purchaser is detailed in Annexure - A and is hereinafter referred to as the Scheduled villa.
- 4.5 The Purchaser of the villa 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 in any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual villa owners in the Housing Project.
- 4.6 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, etc., shall continue to belong to the Vendor or its nominees.
- 4.7 That the terrace and terrace rights, rights of further construction on, in and around the building, 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.
- 4.8 Only on payment of the entire sale consideration along with other charges like VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed /conveyance deed in favour of the Purchaser and or its nominees. 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 purchased 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 for the purposes of creating a charge in favour of the bank / financial institutions on the Scheduled villa so as to enable the Purchaser to avail housing loan, the Vendor will execute a sale deed in favour of the Purchaser for semi-finished villas. In the event of execution of sale deed before the villa is fully completed, the Purchaser shall be required to enter into a separate 'Agreement of Construction' with the Vendor for completing the unfinished villa and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled villa shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled villa back to the Vendor for the purposes of carrying out construction of the villa therein and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villa to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.

- 4.11 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 villas registered in his favour and / or enter into an Agreement for Construction in respect of the villas with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled villas as a security for obtaining housing loan for the purposes of purchase and construction of the Scheduled villas.
- 4.12 The Purchaser and the Vendor/Consenting Party 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 hereto shall cooperate with each other to execute such a tripartite agreement.
- 4.13 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.
- 4.14 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. The Consenting Party agrees to join in execution of the sale deed in favour of the Purchaser.
- 4.15 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 villas 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., block no., area of villas, car parking, undivided share of land 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 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, arrangements of the Scheduled villas, 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 hereto and the specifications shall be as per Annexure - C attached hereto, 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 is attached as Annexure - D hereto.

For MGL REALTY (BUDAPEST) LLP

For MGL REALTY HYDERABAD PVT. LTD.

For MGL HOUSING PVT. LTD.

Partner

Managing Director

Director

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

6. SALE CONSIDERATION:

- 6.1 That in pursuance of this agreement of sale the Vendor/Consenting Party agrees to sell the Scheduled villas and the Purchaser agrees to purchase the Scheduled villas for the consideration mentioned in Annexure - A.
- 6.2 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 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 herein the Purchaser shall be solely responsible for payment of any taxes (except GST) or any other similar levy that is leviable or may become leviable with respect to the construction or sale of the Scheduled villas. 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 the total sale consideration given herein does not include the cost of providing water through government/ quasi 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/ quasi government body on a pro-rata basis.
- 6.5 That the Vendor has agreed to construct the Scheduled villas as per plan and specifications given in Annexure - B and Annexure - C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 6.6 Interest on delayed payment, if any, shall be paid over and above the agreed consideration.
- 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 thereafter.

7. DETAILS OF BOOKING:

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

For M/S. REALTY (INDIA) LLP

For M/S. A. N. S. REALTY PRIVATE LTD.

For M/S. HOUSING PVT. LTD.

Witness

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 villas 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/Weir 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 villas 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 villas, 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 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 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.
- 8.6 That in the event the Purchaser is arranging/has arranged finance under housing finance scheme/ any other scheme for the purchase of Schedule villas 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 consequences 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/Consenting Party 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.

For HGS REALTY PRIVATE LIMITED

Partner

For HGS REALTY PRIVATE LIMITED

Managing Director

For HGS REALTY PRIVATE LIMITED

Director

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 all 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 'non-mine', 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-sell / sell the said Scheduled villas 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 villas, the Purchaser shall re-convey the Scheduled villas in favour of the Vendor or its nominees at its cost.

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 charges, 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 villas completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 2 months. In case of delay beyond the date of delivery and after a further grace period of 2 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sq ft per month, being the average expected rent for the Schedule villas. 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.

For MIDAS REALTY (INDIA) PVT. LTD.

For MIDAS REALTY HYDERABAD PVT. LTD.

For THE HOUSING PVT. LTD.

Partner

Managing Director

Developer

- 11.3 That upon completion of construction of the Scheduled villas 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 villas or date of receipt of possession of the villas, 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 villas 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 villas 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 or blocks of villas as long as the Purchaser is able to enjoy possession of the Scheduled villas without any remarkable let or hindrance.
- 11.6 The Vendor at his discretion may withhold the final finishing works like lat cost 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 villas. 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 villas is handed over to the Purchaser in a brand new condition.

12. POSSESSION OF villas 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 villas 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 villas 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.

For Knight Realty (Pvt) Ltd. (P) Ltd. For Knight Realty Hyderabad Pvt. Ltd. For Knight Realty Hyderabad Pvt. Ltd.

 Partner

 Managing Director

 Director

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 sq ft from the deemed date of completion of the Scheduled villas. 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 villas, the Association shall be entitled to discontinue and stop providing all or any services to the Scheduled villas 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 villas. 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 villas is given in Annexure - B.

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.

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 villas nor shall the Purchaser make any additions or alterations in the villas 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 villas that may change its external appearance without the authorization from the Vendor 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 2025 and all the villas in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any objections / objections.

FOR MOOI REALTY (PUNJAB) PRIVATE LIMITED

FOR MOOI REALTY HYDERABAD PVT. LTD.

FOR GREEN HORIZONS PVT. LTD.


Partner


Managing Director


Partner

14.3 That the Purchaser or any person through him shall keep and maintain the villas 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 villas for any illegal, immoral, commercial & business purposes, (c) use the villas 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 clothes drying stands or other such devices on the external side of the villas (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 (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, flower, 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 furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damage caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

15. NOC FOR SURROUNDING DEVELOPMENT:

15.1 The Vendor 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, pools, 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 villas, 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, workmen 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 villas and also the adjoining villas/blocks.

For M&M REALTY (INDIA) PVT. LTD.

For M&M REALTY RESIDENTIAL PVT. LTD.

For M&M HOUSING PVT. LTD.


Person


Managing Director


Director

- 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 villas and that such changes do not affect the plan or area of the Scheduled villas. 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 defence services or allied organizations.

16.1.2 Airports Authority of India.

16.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Gramapanchayat, 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.

- 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 villas 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 Scheduled villas or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/deed documents pertaining to the Scheduled villas 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 villas. The Vendor shall further provide a guarantee on the structure of the Scheduled villas 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 additional alterations carried out by Purchaser / occupier.

18.1.2 Purchaser of the villas shall be required to give a list, in writing, of construction defects that require repair/corrections before taking possession of the Scheduled villas. 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.

For NON-READY (BUTAL AGENT) LTD

For MOVA MOORELY PROPERTY PVT. LTD

For MOVA MOORELY PVT. LTD

Purchaser

Managing Director

Signature

- 18.1.3 An additional guarantee of 15 years shall be provided on the RCC structure of the villas. The structural guarantee shall stand void if any structural or civil alterations are made to the villas 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 fixed by the Vendor in the Scheduled villas.
- 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 events).

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.
- 19.2 The Vendor shall communicate the due dates of installments, intimation of completion of villas 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 imperative or state of disease.

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 or 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 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 villas and delivery of possession of the said villas by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, pandemic, Government orders, and/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.

For UGO REALTY (PVT) LTD. & DA LLP

For UGO REALTY (PVT) LTD. & DA LLP

For UGO REALTY (PVT) LTD. & DA LLP

Partner

Managing Director

Director

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 involve reasonable restrictions with regard to the ownership of such share in the Scheduled villas 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, brochings, etc., shall not be construed as a legal offering. The Vendor reserves the right to make any reasonable additions or alterations or deletions to the proposed amenities and facilities as it deems fit and proper. The Purchaser shall not raise any objection on this count.
- 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 villas and the transfer of all or any rights therein shall only be subject to such conditions.
- 22.5 The Consenting Party shall have no claims of what so ever nature on the Vendor or the Purchaser or with respect to the said villas once it has received the entire sale consideration mentioned herein. The Consenting Party and the Vendor agree to execute all documents and deeds that may be required with respect to transferring the said villas in favour of the Purchaser.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Aa. 6-18 ga., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana and bounded by:

North	40 ft road in Sy. No. 786
South	Neighbour's land in Sy. No. 791 & 795
East	Neighbour's land in Sy. No. 784
West	Owner's land in Sy. No. 787

WITNESS:

- 1.
- 2.

For MRC REALTY (MIRYALAGUDA) LLP

VENDOR

For MRC & MRC REALTY (MIRYALAGUDA) PVT. LTD.

Managing Director
CONSENTING PARTY

For MRC HOUSING PVT. LTD.

Director
PURCHASER

ANNEXURE-A

1.	Name of Purchaser:	M/s. Mishi Properties Pvt Ltd		
2.	Purchaser's permanent residential address:	5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003.		
3.	Purchaser's Email ID for correspondence:			
4.	Purchaser's Mobile no.:			
5.	Pin no. of Purchaser:			
6.	Aadhar card no. of Purchaser:			
7.	Vendor address for correspondence:	5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003		
8.	Vendor Email ID for correspondence:	originalproperties.com		
9.	Name address & registration no. of Owners Association:			
10.	Carpett fund payable to Association:	30,000/-		
11.	Booking form no. & date:	102904 dated 28.01.2021		
12.	Type of villa:	A2-Duplex		
13.	No. of floors:	Ground + 1st floor		
14.	No. of bedrooms:	3 Bed rooms		
15.	Details of Scheduled Villa:			
	a. Villa no.:	25		
	b. Plot area:	179 Sq. yds.		
	c. Built-up area:	2140 Sq.		
	d. Carpet area:	2044 Sq.		
	e. Consideration towards sale Deed for Land:	Rs. 33,00,000/- (Rupees Thirty Three Lakhs only)		
	f. Consideration towards sale Agreement for construction:	Rs. 33,00,000/- (Rupees Thirty Three Lakhs only)		
16.	Total sale consideration:	Rs. 66,00,000/- (Rupees Sixty Six Lakhs only)		
18.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.			25,000/-
19.	Total advance paid:			
20.	Payment terms:			
	Installment	Due date for payment	Amount	
	I	Within 15 days of booking	2,00,000/-	
	II	Within 30 days of booking	9,90,000/-	
	III	On completion of footings & plinth	13,55,500/-	
	IV	Within 7 days of casting slab	15,55,500/-	
	V	Within 7 days of completion of brick work & internal plastering	10,37,000/-	
	VI	Within 7 days of completion of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	10,37,000/-	
	VII	On completion	2,00,000/-	
21.	Scheduled date of completion:	31.07.2021		
22.	Description of the Scheduled Villa:	All that piece and parcel of land bearing Plot no. 25, admeasuring about 179 sq yds, along with a villa constructed thereon, is the bearing project named as AVR Gulmohar Homes forming a part of Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana, bounded by: North by: Plot No. 26 South by: Plot No. 24 East by: Plot No. 32 West by: 30' wide Road		

For SIGNED BY (VENDOR)

For SIGNED BY (CONSENTING PARTY)

For SIGNED BY (PURCHASER)

Partner
VENDOR

Consenting Party
CONSENTING PARTY

Consent
PURCHASER

ANNEXURE - II

Plan of the Scheduled Village:



THE MODERNITY MOVEMENT

THE JAMES J. WHITE REALTY CORPORATION, P.C.

The MOORE HOUSING FUND LTD

VENDOR

Consenting Party

PURCHASER

ANNEXURE - C

Specifications of Scheduled Villa

Item	Specifications
Structure	RCC
Walls	4"8" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	Branded 2 x2 ft. vitrified Tiles
Door frames	Wood (non-toak)
Main door	Laminant / polished panel door
Other doors	Painted panel doors
Electrical	Copper wiring with modular switches
Windows	Powder coated Aluminum sliding windows with grills
Bathrooms	Branded ceramic tiles - 4'6" height
Plumbing	CPVC/PVC pipes
Sanitary	Branded sanitary ware
CP fittings	Branded quarter turn ceramic disc type
Kitchen platform	Granite slab with 2 ft. sink and SS sink

Note:

- Choice of 2 colours for interior painting. Windows / Anglo-balcon W.C. and 2 or 3 combinations of bathroom tiles shall be provided.
- Changes to external appearance and color shall not be permitted.
- Fixing of grills to the main door or balconies shall not be permitted.
- Change of doors or door frames shall not be permitted.
- Changes in walls, door positions or other structural changes shall not be permitted.
- Only select alterations shall be permitted at extra cost.
- RCC lifts and stairs shall not be provided.
- Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Vendor and subject to change from time to time without prior notice.
- The additions and alterations that may be permitted within the Scheduled Villa shall be at the sole discretion of the Vendor and the Purchaser shall not raise any objections on this count.
- 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.

For M20 REALTY PRIVATE LIMITED

For M20 REALTY PRIVATE LIMITED

For M20 REALTY PRIVATE LIMITED


VENDOR


Managing Director
CONSENTING PARTY


PURCHASER

ANNEXURE-D

Layout plan of the Blanking Project:



FOR MORE REALTY MARKETING, CALL US

AN AGENT OF THE REALTY TRUST CO. LTD.

For more housing, visit www.fox.com

VENDOR

CONSENTING PARTY

CONSENTING PARTY

PUNCHLASTER



తెలంగాణ నోన్ జుడిషియల్ TELANGANA

డ్రా: 1585 Date: 18-11-2020 Rs. 100/-

పేరి: CH. Ramesh

పేరి: Late Nandamuri Ramesh Reddy

కోసం: Modi Realty Miryalaguda LLP

Hyd. - 500096

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 18th day of November 2020 at Secunderabad by and between:

M/s. Modi Realty (Miryalaguda) LLP, a registered Limited Liability Partnership, having its office at S-4-187-3&4, II floor, Nizam Mansions, M.G. Road, Secunderabad - 500 003 represented by its Managing Partner Shri Nandamuri Ramesh Reddy, aged about 58 years, Occupation: Business, resident of Flat No. 201, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor.

And

1. Smt. Anuradha Vasudha Reddy, W/o. Late Shri. Veera Reddy, aged about 31 years, Occupation: Housewife, resident of Flat no. A-402, Aditya Hills, Road no. 82, Jubilee Hills, Film Nagar Sub-part, Hyderabad - 500096.
2. Shri. Anuradha Sujay Reddy, S/o. Late Shri. Veera Reddy, aged about 31 years, Occupation: Business, resident of Flat no. A-402, Aditya Hills, Road no. 82, Jubilee Hills, Film Nagar Sub-part, Hyderabad - 500096.
3. Shri. Anuradha Ajay Reddy, S/o. Late Shri. Veera Reddy, aged about 29 years, Occupation: Business, resident of Flat no. A-402, Aditya Hills, Road no. 82, Jubilee Hills, Film Nagar Sub-part, Hyderabad - 500096.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

For MODI & MODI REALTY HYDRABAD PVT. LTD.

Director





తెలంగాణ తెలంగాణ TELANGANA

S.No. 698 Date: 05-02-2021

Sold to: RAMESH

S/o. Late NARASING RAO

For Whom: MODI REALTY MITYALAGUDA LLP

AT 402922

K.SATISH KUMAR

LICENCED STAMP VENDOR

LIC No 18-26-0980212, R No 18-05-0390221

Pho No 221, Opp Back Gate of City Civil Court

West Marredpally, Sec-2nd, Madhe: 504330116

Hereinafter referred to jointly as the Owners and severally as Owner no.1, Owners no. 2 & Owner no.3 respectively. The Owners herein are being represented by M/s. Modi Realty Mityalaguda LLP, authorized signatory Shri. Soham Modi, son of Late Shri. Satish Modi aged about 47 years, Occupation: Business, as the Joint Development Agreement cum General Power of Attorney Holders by virtue of documents no. 242/2017, dated 24.12.2016, registered at S.R.O. Mityalaguda.

AND

M/s. Modi & Modi Realty Hyderabad Pvt. Ltd. having its office at 5-4-187/3 & 4, II floor, Soham Mansions, M. G. Road, Secunderabad - 500 083, represented by its Director Shri Ashish P. Modi S/o. Late Shri Dyanod Chandux Manish Modi, aged about 52 years, Occupation: Business, hereinafter referred to as the 'Consenting party'

IN FAVOUR OF

Mrs. Chitry Jyothana, Wife of Mr. Sureshwar Sureshwar aged about 38 years, residing at H. No. 2-4-238/1/K, Road No. 9C, Sushagani Colony, Kothapet, Hyderabad - 500 035 hereinafter referred to as the 'Purchaser'

The said Vendor, Owners and Purchaser shall meet and include wherever the context may so require its successors in interest, administrators, executors, nominees, assigns, heirs, legal representatives, etc.

For MODI REALTY MITYALAGUDA LLP

For MODI & MODI REALTY HYDERABAD PVT. LTD.

Partner

Director



Whenever the Vendor/ Owner /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, &'. These expressions shall also be modified and read suitably wherever the Vendor/Owner/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

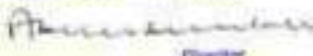
- 1.1 The Owners are absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana. Originally Mr. Kancharla Juvender Reddy, S/o. Ramakrishna Reddy along with Late Mr. Anireddy Veera Reddy, S/o. Raghav Reddy were the owners of the said land in Sy. No. 786. The names were duly recorded in the patta since 1956 as owners and possessors of the said land.
- 1.2 Late Mr. Anireddy Veera Reddy died on 11.07.2009 and the MRO Miyalaguda has issued a family member certificate bearing no. 12968/2010 dated 26.03.2010, certifying the Owners herein as the sole legal heirs of late Mr. Anireddy Veera Reddy.
- 1.3 After the death of late Mr. Anireddy Veera Reddy, the Owners herein inherited the portion of land owned by him in Sy. No. 786. Further, Mr. Kancharla Juvender Reddy has also transferred his share of land in Sy. No. 786 to the Owners herein. The MRO Miyalaguda has appropriately recorded the change in ownership of the land admeasuring Ac. 16-19 gts., in Sy. No. 786 from Mr. Anireddy Veera Reddy and Mr. Kancharla Juvender Reddy in favour of the Owners herein. The Record of Rights (ROR) dated 16.09.2011 reflects the transfer of the Ac. 16-19 gts., in Sy. No. 786, of Miyalaguda Village in favour of the Owners.
- 1.4 Accordingly, the Owners herein have become absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana. The MRO Miyalaguda has issued patta passbooks and title books in their favour as per the details given below.

Name of Purchaser	Patta No.	Patta book no.	Title book no.	Extent in Sy. No. 786 Ac - gts.	Extent in Sy. No. 786/AA Ac - gts.
Anireddy Vasudha Reddy Owner no. 1	2071	963442	963442	2-26	4-09.5
Anireddy Sujay Reddy Owner no. 2	2070	963441	963441	2-27	4-49.5
Anireddy Ajay Reddy Owner no. 3	2069	963440	963440	2-27	—

- 1.5 The Owners have expressed interest in developing a portion of the above mentioned land, admeasuring about Ac. 6-18 gts., forming a part of Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana (hereinafter referred to as the Scheduled Land and more fully described in the schedule given herein) by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, games, children's park, compound wall, sports & recreational facilities, etc.
- 1.6 The Owners do not have adequate expertise and experience in taking up the housing project on their own and have appointed the Vendor for developing the Scheduled Land into a housing project.

For VENDOR (MAYALA REDDY)

Partner

For MCD & MCD REALTY HYDERABAD PVT. LTD.

Owner

2/12/20

1.7 According, the Vendor and the Owners have entered into a Joint Development Agreement dated 24.12.2016 in respect of development of the property admeasuring Ac. 6-18 Gm., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. This Joint Development Agreement is registered with SRO, Miryalaguda as document no. 242/2017.

1.8 As per the terms of Joint Development Agreement, the Owners and the Vendor have identified and divided amongst themselves the plots of land along with proposed construction thereon and given in detail in Clause 25 and Annexure II. of the above referred Joint Development Agreement.

2. DETAILS OF PERMITS:

2.1 Permit for construction on the Scheduled Land admeasuring Ac. 6-18 gts., was granted by DTCP and Miryalaguda Municipality in file no. 2885/2016/31 vide permit no. B.P. No. 111/2016/18. As per the said permit 91 villas are being developed on a portion of the Scheduled Land along with common amenities and utilities like roads, footpaths, electric power supply, water supply, childrens parks, tree plantation, sports facilities, etc.

3. PROPOSED DEVELOPMENT:

3.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:

3.1.1. The land is proposed to be sub-divided into 91 plots of land and each plot of land shall be sold along with a villa constructed thereon.

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

3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3/4BHK villa on each plot of land.

3.1.4. Clubhouse consisting of lifts + ground + 3 upper floors admeasuring about 10,000 sq ft is proposed to be constructed. Other amenities and facilities proposed to be provided are - swimming pool, roads, landscape gardens, children park, lawn for banquet, generator for backup, compound wall, security check, overhead tanks, sumps, etc.

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

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

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

3.1.8. 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.

3.1.9. 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 2024, whichever is later and all the villas in the project of 'AVR Gokulnagar Homes' shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any objections / objections.

For M/s. AVR REALTY ENTERPRISES PVT. LTD.

Partner

For M/s. AVR REALTY ENTERPRISES PVT. LTD.


Director

3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permits for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of AVR Galanahar Homes. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in AVR Galanahar Homes i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land nor withdrawing any provision for additional construction in the bye-laws. Further, 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 2029.

3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.

3.1.12. 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 'AVR Galanahar Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as AVR Galanahar Homes shall always be called as such and shall not be changed.

4. SCHEME OF SALE / PURCHASE:

4.1. By virtue of the above documents, the Vendor has absolute rights to develop 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 (apartment) to intending purchasers along with the reserved car parking space in the parking floor and proportionate undivided share of the Scheduled Land. The villa along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts.

4.3. The Consenting Party had agreed to purchase a villa from the Vendor as per the terms and conditions mentioned in booking form no. ___ dated ___. The Consenting Party has paid the entire consideration of Rs. ___/- to the Vendor and the Vendor acknowledges the receipt of the entire consideration from the Consenting Party. The Consenting Party agrees to sell the said villas to the Purchaser herein and has requested the Vendor to join in execution of this agreement in favour of the Purchaser. The Purchaser shall pay the consideration mentioned herein to the Consenting Party. The details of the villas, sale consideration, payment terms, etc., are given in Annexure - A herein.

4.4. The villa being sold by the Vendor/Consenting Party to the Purchaser is detailed in Annexure - A and is hereinafter referred to as the Scheduled villa.

4.5. 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, overbridges, 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.

4.6. 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 handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its successors.

For M2D REALTY PRIVATE LIMITED

Partner

For M2D & M2D REALTY HYDERABAD PVT. LTD.


Director

- 4.7 That the tenure and terms, rights, rights of further construction on, in and around the building, 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.
- 4.8 Only on payment of the entire sale consideration along with other charges like VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed (conveyance deed in favour of the Purchaser and in its minuties. The Purchaser shall be entitled to claim possession of the Scheduled villas 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 villas being purchased 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 villas till such time all dues are cleared and such a license given by the Vendor to enter the Scheduled villas 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 for the purposes of creating a charge in favour of the bank / financial institutions on the Scheduled villas so as to enable the Purchaser to avail housing loan, the Vendor will execute a sale deed in favour of the Purchaser for semi-finished villas. In the event of execution of sale deed before the villas is fully completed, the Purchaser shall be required to enter into a separate 'Agreement of Construction' with the Vendor for completing the unfinished villas and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled villas shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled villas back to the Vendor for the purposes of carrying out construction of the villas thereon and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villas to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.
- 4.11 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 villas registered in his favour and / or enter into an Agreement for Construction in respect of the villas with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled villas as a security for obtaining housing loan for the purposes of purchase and construction of the Scheduled villas.
- 4.12 The Purchaser and the Vendor/Consenting Party 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 hereto shall cooperate with each other to execute such a tripartite agreement.
- 4.13 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.

For **PROGRESS INVESTMENTS LLP**


Partner

For **WISDOM REALTY HYDERABAD PVT. LTD.**


Director

- 4.14 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. The Consenting Party agrees to join in execution of the sale deed in favour of the Purchaser.
- 4.15 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 villas 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., block no., area of villa, car parking, undivided share of land 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 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, arrangement 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 hereto and the specifications shall be as per Annexure - C attached hereto, with such modifications and alterations as may be required or as deemed necessary by the Vendor from time to time. The layout plan of the Housing Project is attached as Annexure - D hereto.
- 5.6 The Vendor has provided plans of the Scheduled villa to the Purchaser along with details of carpet area, built-up area and super 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 lowest amount for the Scheduled villa. The Purchaser confirms that he shall not raise any objections on this count.

6. SALE CONSIDERATION:

- 6.1 That in pursuance of this agreement of sale the Vendor/Consenting Party agrees to sell the Scheduled villa and the Purchaser agrees to purchase the Scheduled villa for the consideration mentioned in Annexure - A.
- 6.2 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 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.

For VENDOR/

(NITHYAN CH)

Partner

For MDD & WSD REALTY HYDERABAD PVT. LTD.

Director

- 6.3 It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any taxes (except GST) or any other similar levy that is leviable or may become leviable with respect to the construction or sale of the Scheduled villas. 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 hereto that the total sale consideration given herein does not include the cost of providing water through government/ quasi 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/ quasi government body on a pro-rata basis.
- 6.5 That the Vendor has agreed to construct the Scheduled villas as per plan and specifications given in Annexure - B and Annexure - C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 6.6 Interest on delayed payment, if any, shall be paid over and above the agreed consideration.
- 6.7 It is specifically agreed between the parties hereto 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.

7. DETAILS OF BOOKING :

- 7.1 The Purchaser has made provisional booking for the Scheduled villas, 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 villas 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 hereto 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.

For VAST REALTY (BUTYALAKH) PVT. LTD.

Partner

For HOOK & HOOK REALTY HYDERABAD PVT. LTD.

Director

- 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 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 Purchaser for whatsoever reasons. The payment of installments to the Vendor by the Purchaser shall not be linked with housing loan availed / to be availed by the Purchaser.
- 8.6 That in the event the Purchaser is arranging his 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 consequences 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 towards by the Vendor or the members 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/Contracting Party 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 all 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 "non-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.

For HIGHER EDUCATION INVESTMENTS


Partner

For HIGHER EDUCATION INVESTMENTS PVT. LTD.


Director



- 10.3 The Vendor shall be entitled to re-sell / sell the said Scheduled villas then 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 villas in favour of the Vendor or its nominees at its cost.
- 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 charges, 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.

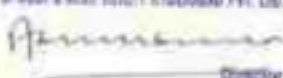
11. COMPLETION OF CONSTRUCTION:

- 11.1 The Vendor agrees to deliver the Scheduled villas completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 2 months. In case of delay beyond the date of delivery and after a further grace period of 2 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sq ft per month, being the average expected rent for the Scheduled villas. 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 villas 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 villas or day of receipt of possession of the villas, 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 Scheduled villas 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 villas 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 or blocks of villas as long as the Purchaser is able to enjoy possession of the Scheduled villas without any reasonable let or hindrance.

For HEMANTH PABRIKALLU


Partner

For HODI & NED JEWELRY KODIRAGAL PVT. LTD.


Director

A


- 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 villas. 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 villas is handed over to the Purchaser in a brand new condition.

12. POSSESSION OF villas 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 villas 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 villas 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.

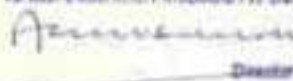
13. OWNERS ASSOCIATION:

- 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 sq. ft. from the deemed date of completion of the Scheduled villas. The rate shall be subject to change and periodic agreed revision.
- 13.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled villas, the Association shall be entitled to discontinue and stop providing all or any services to the Scheduled villas 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 villas. 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 villas is given in Annexure A.
- 13.5 The Vendor has proposed to deliver the common amenities in phases at 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.

For HIDE REAL ESTATE PRIVATE LIMITED


Partner

For HIDE REAL ESTATE PRIVATE LIMITED


Director



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.

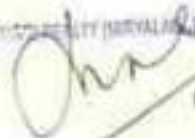
14. RESTRICTION ON ALTERATIONS & USE:

14.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the villas nor shall the Purchaser make any additions or alterations in the villas 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 villas 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 10 to 15 years i.e. upto the ending of year 2025 and all the villas in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any objections / objections.

14.3 That the Purchaser or any person through him shall keep and maintain the villas 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 occupants / 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 villas for any illegal, immoral, commercial & business purposes; (c) use the villas in such a manner which may cause nuisance, disturbance or difficulty to other occupants / purchasers in the Housing Project; (d) store any explosives, combustible materials or any other materials prohibited under any law; (e) install pillars or shutters in the balconies, main door, etc.; (f) change the external appearance of the villas; (g) install clothes drying stands or other such devices on the external side of the villas; (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; (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/drainage 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, 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 furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damages caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

For SMC REALTY (HYDRABAD) LLP

Partner

For SMC & SMC REALTY HYDRABAD PVT. LTD.

Director



15. NOC FOR SURROUNDING DEVELOPMENT

- 15.1 The Vendor 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 villas, 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, maintain, survey, make such additional alterations to the structures etc., that may be necessary for execution of the Housing Project and in respect to the Scheduled villas and also the adjoining villas/blocks.
- 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 villas and that such changes do not affect the plan or area of the Scheduled villas. 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

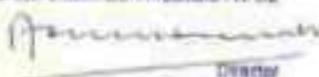
- 16.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and its 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 defence services or allied organizations.
 - 16.1.2 Airports Authority of India.
 - 16.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Gramapanchayat, town planning department, etc., who are authorized to issue 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.
- 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.

For MCR REALTY (INDIA) PRIVATE LIMITED



Partner

For MCR & MCR REALTY HYDERABAD PVT. LTD.



Director

3/12/2023

17. GUARANTEE OF TITLE:

- 17.1 That the Vendor covenants with the Purchaser that the Scheduled villas is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc., and the Vendor covenants 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 Scheduled villas or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled villas and shall not make any claims on that aspect 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 villas. The Vendor shall further provide a guarantee on the structure of the Scheduled villas 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 additional alterations carried out by Purchaser / occupier.
- 18.1.2 Purchaser of the villas shall be required to give a list, in writing, of construction defects that require repair/corrections before taking possession of the Scheduled villas. 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 12 years shall be provided on the RCC structure of the villas. The structural guarantee shall stand void if any structural or civil alterations are made to the villas 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 notified before handing over possession.
- 18.1.5 In case civil work is taken up for repair/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 other ones.
- 18.1.6 The guarantee shall not be applicable for items purchased by the Purchaser and fitted by the Vendor in the Scheduled villas.
- 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 communications 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.
- 19.2 The Vendor shall communicate the due dates of installments, intimation of completion of villas 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 imperative or state of disuse.

For HCC PROJECT PORTAL/BUYER

Partner

For HCC & HCC REALTY HYDERABAD PVT. LTD.


Director



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 attached 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 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 villas and delivery of possession of the said villas 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 regulation 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.

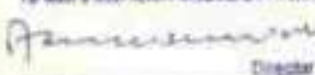
22. OTHER TERMS:

- 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 villas 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, handbills, 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 deems fit and proper. The Purchaser shall not raise any objection on this count.
- 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, assign, exceptions or lease of such villas. 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 villas and the transfer of all or any rights therein shall only be subject to such conditions.

For NCS REALTY PRIVATE LIMITED


Partner

For NCS & NCS REALTY PRIVATE LTD.


Director

22.5 The Consenting Party shall have no claims of what so ever nature on the Vendor or the Purchaser or with respect to the said villas once it has received the entire sale consideration mentioned herein. The Consenting Party and the Vendor agree to execute all documents and deeds that may be required with respect to transferring the said villas in favour of the Purchaser.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac. 6 -18 gns., forming a part of Sy. No. 780, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana and bounded by:

North	40 ft road in Sy. No. 786
South	Neighbour land in Sy. No. 791 & 785
East	Neighbour land in Sy. No. 784
West	Owners land in Sy. No. 787

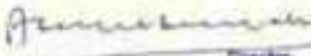
WITNESS:

- 1.
- 2.

For MUD & MUD REALTY HYDERABAD PVT. LTD.

 VENDOR Partner

For MUD & MUD REALTY HYDERABAD PVT. LTD.


 DIRECTOR
 CONSENTING PARTY


 PURCHASER

ANNEXURE- A

1.	Names of Purchaser:	Mrs. Chaiti Jyothna		
2.	Purchaser's permanent residential address:	H. No. 2-4-2/8/1-9, Road No. 9C, Sakthapur Colony, Kothapet, Hyderabad - 500 015		
3.	Purchaser's Email ID for correspondence:	sangham@gmail.com		
4.	Purchaser's Mobile no.:	9449648161 - 9493120108		
5.	Pan no. of Purchaser:	AFKPC4219G		
6.	Aadhar card no. of Purchaser:	6222 6667 7660		
7.	Vendors address for correspondence:	3-4-187/3d-4, 2 floor, Sofam Maroon, M.G. Road, Secunderabad - 500 003		
8.	Vendors Email ID for correspondence:	agrand@gmail.com		
9.	Name address & registration no. of Owners Association:			
10.	Corpus fund payable to Association:			
11.	Booking form no. & date:	101043 - 16.11.2020		
12.	Type of villa:	A2-Duplex		
13.	No. of floors:	Ground + 1st floor		
14.	No. of bedrooms:	2 Bed rooms		
15.	Details of Scheduled Villa:			
	a. Villa no.:	45		
	b. Plot area:	179 Sq. yds.		
	c. Built-up area:	2340 Sq.		
	d. Carpet area:	2642 Sq.		
	e. Consideration towards sale Deed for Land:	Rs. 30,00,000/- (Rupees Thirty Lakhs only)		
	f. Consideration towards sale Agreement for construction:	Rs. 30,00,000/- (Rupees Thirty Lakhs only)		
16.	Total sale consideration:	Rs.60,00,000/- (Rupees Sixty Lakhs only)		
17.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.	20.11.2020	NETT	25,000
19.	Total advance paid:			25,000
20.	Payment terms:			
	Installment	Due date for payment	Amount	
	I	Within 15 days of booking	2,00,000/-	
	II	Within 30 days of booking	9,00,000/-	
	III	On completion of footings & plinth	14,02,500/-	
	IV	Within 7 days of casting slab	14,22,500/-	
	V	Within 7 days of completion of brick work & internal plastering	9,23,000/-	
	VI	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	9,23,000/-	
	VII	On completion	2,20,000/-	
21.	Scheduled date of completion:	31.05.2021		
22.	Description of the Scheduled Villa:			
	All that piece and parcel of land bearing Plot no. 45, admeasuring about 179 sq yds, along with a villa constructed thereon, in the housing project named as AVR Gulistan Homes forming a part of Sy. No. 780, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana, bounded by:			
	North by: Plot No. 46			
	South by: Plot No. 44			
	East by: Plot No. 63&64			
	West by: 30' wide Road			


VENDOR
 Partner


CONSENTING PARTY
 Director


PURCHASER

ANNEXURE-B

Plan of the Scheduled Villa:



For M/s. REALTY DEVELOPERS PVT. LTD.

For M/s. S. S. S. REALTY HYDRABAD PVT. LTD.

[Signature]
VENDOR

Partner

[Signature]
CONSULTING PARTY

Director

[Signature]

PURCHASER

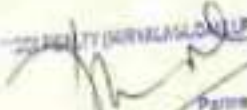
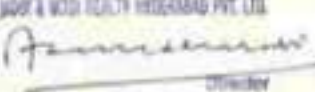
ANNEXURE - C

Specification of Scheduled Villa

Item	Specifications
Structure	RCC
Walls	4"/6" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OMD
Flooring	Branded 2 x2 ft. vitrified Tiles
Door frames	Wood (non-venak)
Main door	Laminated / polished panel door
Other doors	Painted panel doors
Electrical	Copper wiring with modular switches
Windows	Powder coated Aluminium sliding windows with grills
Bathrooms	Branded ceramic tiles - 4/7ft height
Plumbing	CPVC/PVC pipes.
Sanitary	Branded sanitary ware
CP fittings	Branded quarter turn ceramic disc type
Kitchen platform	Granite slab with 2 ft dado and SS sink.

Note:

1. Choice of 2 colours for interior painting, Wares / 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 main work.
7. RCC lifts and shelves shall not be provided.
8. Design and make of furniture, fittings, modular kitchen, etc. 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 the Scheduled Villa shall be at the sole discretion of the Vendor and the Purchaser shall not raise any objection 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 his 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.


VENDOR Partner CONSENTING PARTY PURCHASER

ANNEXURE - D

Layout plan of the Housing Project:



For MUDITRAN (MUNIALAGAL) PARTNER

 PARTNER
 VENDOR

For MGN & MGN TELY HYDERABAD PVT. LTD.

 DIRECTOR
 CONSENTING PARTY

PURCHASER



తెలంగాణ తెలంగాణ TELANGANA

S.No. 584 Date: 02-02-2021

Sold to: CH. JAGJEE

E/o. Late NARASIMH

For: MGI REALTY MITHALAGUDA LLP

AF 402808

K. SATISH KUMAR

LICENSED STAMP VENDOR

LIC No. 19-08-0000101, R No. 19-08-0000101

Ph No. 201, Opp. Bus Stop of City Court

AGREEMENT OF SALE For Warehouses, Sachet, Mable 884000106

This Agreement of Sale is made and executed on this the 2nd day of February 2021 at Secunderabad by and between:

M/s. Modi Realty (Meyyaguda) LLP, a registered Limited Liability Partnership, having its office at 3-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, represented by its Managing Partner Shri Soham Modi S/o. Late Shri Sarish Modi, aged about 51 years, Occupation: Business, resident of Plot No. 280, Road No. 23, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor.

And

1. Smt. Ananddy Vamsitha Reddy, W/o. Late Shri Veera Reddy, aged about 51 years, Occupation: House wife, resident of Flat no. A 402, Aditya Hills, Road no. 82, Jubilee Hills, Film Nagar Sub-port, Hyderabad - 500096.
2. Shri. Ananddy Sujay Reddy, S/o. Late Shri Veera Reddy, aged about 31 years, Occupation: Business, resident of Flat no. A 402, Aditya Hills, Road no. 82, Jubilee Hills, Film Nagar Sub-port, Hyderabad - 500096.
3. Shri. Ananddy Ajay Reddy, S/o. Late Shri Veera Reddy, aged about 29 years, Occupation: Business, resident of Flat no. A 402, Aditya Hills, Road no. 82, Jubilee Hills, Film Nagar Sub-port, Hyderabad - 500096.

For MGI REALTY (MITHALAGUDA) LLP

Partner

Hereinafter referred to jointly as the Owners and severally as Owner no.1, Owners no. 2 & Owner no.3 respectively. The Owners herein are being represented by M/s. Modi Realty Miryalaguda LLP, authorized signatory Shri. Saham Modi, son of Late Shri. Satish Modi aged about 47 years, Occupation: Business, as the Joint Development Agreement cum General Power of Attorney Holder by virtue of document no. 342/2017, dated 24.12.2016, registered at S.R.O. Miryalaguda.

IN FAVOUR OF

M/s. Modi Housing Pvt Ltd having its office at 5-4-147/3&4, second floor, Scheme Mutation, M. G. Road, Secunderabad-500 001, represented by its Director Mrs. Tejal Modi, wife of Mr. Saham Modi aged about 30 years, hereinafter referred to as the 'Purchaser'

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

Wherever the Vendor/ Owner /Purchaser is a female or groups of persons, the expression '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/Owner/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 The Owners are absolute owners and possessors of land admeasuring about Ac. 16-19 gts. in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. Originally Mr. Kanchaiah Jitender Reddy, S/o. Ramakrishna Reddy along with Late Mr. Ananddy Veera Reddy, S/o. Raghav Reddy were the owners of the said land in Sy. No. 786. The names were duly recorded in the patta since 1956 as owners and possessors of the said land.
- 1.2 Late Mr. Ananddy Veera Reddy died on 11.07.2009 and the MRO Miryalaguda has issued a family member certificate bearing no. E-968/2010 dated 26.03.2010, certifying the Owners herein as the sole legal heirs of late Mr. Ananddy Veera Reddy.
- 1.3 After the death of late Mr. Ananddy Veera Reddy, the Owners herein inherited the portion of land owned by him in Sy. No. 786. Further, Mr. Kanchaiah Jitender Reddy has also transferred his share of land in Sy. No. 786 to the Owners herein. The MRO Miryalaguda has appropriately recorded the change in ownership of the land admeasuring Ac. 16-19 gts. in Sy. No. 786 from Mr. Ananddy Veera Reddy and Mr. Kanchaiah Jitender Reddy in favour of the Owners herein. The Record of Rights (ROR) dated 16.09.2011 reflects the transfer of the Ac. 16-19 gts. in Sy. No. 786, of Miryalaguda Village in favour of the Owners.

For MODI REALTY (MIRYALAGUDA) LLP



Partner



- 1.4 Accordingly, the Owners herein have become absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. The MRO Miryalaguda has issued patta passbooks and title books in their favour as per the details given below.

Name of Particular	Patta No.	Patta book no.	Title book no.	Extent in Sy. No. 786 Ac - gts.	Extent in Sy. No. 786/AA Ac - gts.
Anireddy Vasudha Reddy Owner no. 1	2071	963442	963442	2-26	4-09.3
Anireddy Sajay Reddy Owner no. 2	2070	963441	963441	2-27	4-09.3
Anireddy Ajay Reddy Owner no. 3	2069	963440	963440	2-27	-

- 1.5 The Owners have expressed intent in developing a portion of the above mentioned land, admeasuring about Ac. 6-18 gts., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana (herein after referred to as the Scheduled Land and more fully described in the schedule given herein) by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- 1.6 The Owners do not have adequate expertise and experience in taking up the housing project on their own and have approached the Vendor for developing the Scheduled Land into a housing project.
- 1.7 Accordingly, the Vendor and the Owners have entered into a Joint Development Agreement dated 24.12.2016 in respect of development of the property admeasuring Ac. 6-18 Gts., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. This Joint Development Agreement is registered with SRO, Miryalaguda as document no. 242/2017.
- 1.8 As per the terms of Joint Development Agreement, the Owners and the Vendor have identified and divided amongst themselves the plots of land along with proposed construction thereon and given in detail in Clause 25 and Annexure II of the above referred Joint Development Agreement.

2. DETAILS OF PERMITS:

- 2.1 Permit for construction on the Scheduled Land admeasuring Ac. 6-18 gts., was granted by DTCP and Miryalaguda Municipality in file no. 2883/2016/H vide permit no. H.P. No. 111/2016/H. As per the said permit 91 villas are being developed on a portion of the Scheduled Land along with common amenities and utilities like roads, footpaths, electric power supply, water supply, children parks, tree plantation, sports facilities, etc.

For ANIREDDY (MIRYALAGUDA) LLP

 Partner



3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. The land is proposed to be sub-divided into 91 plots of land and each plot of land shall be sold along with a villa constructed thereon.
- 3.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
- 3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2000K villa or a duplex (2 floor) 3-4000K villa on each plot of land.
- 3.1.4. Clubhouse consisting of still + ground + 3 upper floors admeasuring about 10,000 sq ft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, children park, lawn for banquet, generator for backup, compound wall, security kiosk, overhead tanks, ramps, etc.
- 3.1.5. Each villa shall have a separately metered electric power connection.
- 3.1.6. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
- 3.1.7. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
- 3.1.8. 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.
- 3.1.9. 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 2024, whichever is later and all the villas in the project of 'AVR Gulmohar Homes' shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any objections / objections.
- 3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of AVR Gulmohar Homes. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in AVR Gulmohar Homes i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land not withstanding any provision for additional construction in the bye-laws. Further, 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 2039.
- 3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
- 3.1.12. 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 'AVR Gulmohar Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as AVR Gulmohar Homes shall always be called as such and shall not be changed.

THE REALTY (INDIA) PRIVATE LIMITED

Partner

4. SCHEME OF SALE / PURCHASE:

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell its share of 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 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, staircases, 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.
- 4.4 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.
- 4.5 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.
- 4.6 Only on payment of the entire sale consideration along with other charges like GST, VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed /conveyance deed in favour of the Purchaser and or its nominees. 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.
- 4.7 At the request of the Purchaser the Vendor may give license to the Purchaser to enter the villa being purchased 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.

FOR SCD REALTY INTERNATIONAL LLP

Partner

- 4.8 That for the purposes of creating a charge in favour of the bank / financial institutions on the Scheduled Villa so as to enable the Purchaser to avail housing loan, the Vendor will execute a sale deed in favour of the Purchaser for semi-finished villa. In the event of execution of sale deed before the villa is fully completed, the Purchaser shall be required to enter into a separate 'Agreement for Construction' with the Vendor for completing the unfinished villa and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Villa shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Villa back to the Vendor for the purposes of carrying out construction of the villa thereon and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villa to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.
- 4.9 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.
- 4.10 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 hereto shall cooperate with each other to execute such a tripartite agreement.
- 4.11 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.
- 4.12 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.

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 viz., area of villa, plot area 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 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, consent 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.

For SOUTH REALTY (MUMBAI) LLP


Partner



- 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 hereto and the specifications shall be as per Annexure - C attached hereto, 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 is attached as Annexure - D hereto.
- 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 lump sum amount for the Scheduled Villa. The Purchaser confirms that he shall not raise any objections on this count.

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.
- 6.2 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 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 that the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax 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 the total sale consideration given herein does not include the cost of providing water through government/ quasi 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/ quasi government body on a pro-rata basis.
- 6.5 That the Vendor has agreed to construct the Scheduled Villa as per plan and specifications given in Annexure - B and Annexure - C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 6.6 Interest on delayed payment, if any, shall be paid over and above the agreed consideration.

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.

For MCD TENDU (PVT) LIMITED

Partner

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 whatever 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.
- 8.6 That in the event the Purchaser is arranging his 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 @ 1.25% 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.

For MCTE REALTY (PVT) LIMITED LLP

Partner

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 intimation, the cancellation charges shall be Rs. 25,000/-
- 10.1.2 In case of request for cancellation in writing within 30 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 10% of the agreed total sale consideration.
- 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-sell / 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.
- 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 abatement, 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. 6/- per sq ft 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.

For MCK REALTY (INDIA) LLP

Partner



- 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 of 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.

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., tender 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 preparations 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.

For KANH-RENTY (MARTALAGDA) LLP


Partner



- 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.
- 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 discontinue 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.
- 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.
- 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 without due authorization from the Vendor and / or Association / Society in-charge of maintaining as per details given in clause 3.1.9, 3.1.10 & 3.1.11 above.

FOR MODAL REALTY (MUTUAL AGENTS) LLP

 Partner



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 cloth 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, plates 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, fixtures, 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 furniture 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.

15. NOC FOR SURROUNDING DEVELOPMENT :

15.1 The Vendor 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.

For VENDOR ASSOCIATION LLP


Partner



- 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, BDO, Collector, Revenue department, etc.
- 16.1.7 Irrigation department.
- 16.1.8 Environment department and pollution control board.

- 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 or deemed to be unalterable 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 Scheduled Villa or the Scheduled Land. The Purchaser has verified the extent, permit for construction and titlelink documents pertaining to the Scheduled Villa and shall not make any claims on that count hereafter.

For HED REALTY (BORNALAGUN) LLP



Purchaser



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.
- 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 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 insensitive 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 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.

FOR SCD REALTY (HYDRABAD) LLP

Partner

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, 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, websites, handbills, 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 deems fit and proper. The Purchaser shall not raise any objection on this count.
- 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 transferees 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.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac. 6 -18 gns., forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana and bounded by:

North	40 ft road in Sy. No. 786
South	Neighbours land in Sy. No. 791 & 785
East	Neighbours land in Sy. No. 784
West	Owners land in Sy. No. 787

WITNESS:

1.

2.

For MGN REALTY (MIRYALAGUDA) LLP


Partner
VENDOR


PURCHASER

ANNEXURE- A

1.	Names of Purchaser:	M/s. Modi Housing Pvt Ltd		
2.	Purchaser's permanent residential address:	3-4-187/5A4, II floor, Soham Mansion, M. G. Road, Secunderabad - 500 003.		
3.	Purchaser's Email ID for correspondence:			
4.	Purchaser's Mobile no.:			
5.	Pin no. of Purchaser:			
6.	Aadhar card no. of Purchaser:			
7.	Vendors address for correspondence:	3-4-187/5A4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003		
8.	Vendors Email ID for correspondence:	crilmodiproperties.com		
9.	Name address & registration no. of Owners Association			
10.	Corpus fund payable to Association	30,000/-		
11.	Booking form no. & date	101019 dated 25.07.2020		
12.	Type of villa	A2-Duplex		
13.	No. of floors	Ground + 1st floor		
14.	No. of bedrooms	3 bed rooms		
15.	Details of Scheduled Villa:			
	a. Villa no.:	72		
	b. Plot area:	179 Sq. yds.		
	c. Built-up area:	2340 Sq.		
	d. Carpet area:	2044 Sq.		
	e. Consideration towards sale Deed for Land	Rs. 30,00,000/- (Rupees Thirty Lakhs only)		
	f. Consideration towards sale Agreement for construction	Rs. 30,00,000/- (Rupees Thirty Lakhs only)		
16.	Total sale consideration:	Rs.60,00,000/- (Rupees Sixty Lakhs only)		
18.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.			25,000/-
19.	Total advance paid:			
20.	Payment terms:			
	Installments	Due date for payment	Amount	
	I	Within 15 days of booking	2,00,000/-	
	II	Within 30 days of booking	9,00,000/-	
	III	On completion of footings & plinth	14,02,500/-	
	IV	Within 7 days of casting slab	14,02,500/-	
	V	Within 7 days of completion of brick work & internal plastering	9,35,000/-	
	VI	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc	9,35,000/-	
	VII	On completion	2,00,000/-	
21.	Scheduled date of completion:	31.07.2021		
22.	Description of the Scheduled Villa:	All that piece and parcel of land bearing Plot no. 54, admeasuring about 179 sq yds, along with a villa constructed thereon, in the housing project named as AVR Gulmohar Homes forming a part of Sy. No. 785, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana, bounded by:		
	North by:	Plot No. 73		
	South by:	Plot No. 71		
	East by:	Plot No. 75		
	West by:	W/ wide Road		

For MODI READY (INITIALS) LLP

VENDOR

Partner

PURCHASER

ANNEXURE-B

Plan of the Scheduled Villa:



TYPE - A2 (BHK)

For M/S. RUBY (MYSURU) LLP

VENDOR

PURCHASER

ANNEXURE - C

Specifications of Scheduled Villa:

Item	Specifications
Structure	RCC
Walls	4"/6" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with ORB
Flooring	Branded 2 x2 ft. 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 sliding windows with grills
Bathrooms	Branded ceramic tiles – 4'8" height
Plumbing	CPVC/PVC pipes
Sanitary	Branded sanitary ware
CP fittings	Branded quarter turn ceramic disc type
Kitchen platform	Granite slab with 2 ft dado and SS 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 minor alterations shall be permitted at extra cost.
7. RCC lifts and shelves shall not be provided.
8. Design and make of furniture, furnishings, modular kitchen, etc. 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 the Scheduled Villa shall be at the sole discretion of the Vendor and the Purchaser shall not raise any objection 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.

For MOD REALTY INTERNATIONAL LLP


Partner
VENDOR


PURCHASER

ANNEXURE - D

Layout plan of the Housing Project:



For MOU SIGNED (INTERMEDIATE)

Partner

VENDOR

[Signature]

PURCHASER

①

MAHAYL



తెలంగాణ తెలంగాణ TELANGANA

S.No. 20478 Date: 11-11-2019

Sold to: NAMEEN

S/o. LATE HANSHU RAO

For: MODI REALITY (HYDRABAD) LLP

[Signature]
 X 747654

K.SATISH KUMAR

LICENCED STAMP VENDOR

LIC No. H-45-000012 H No. H-45-000012

Plot No. 227, Opp. Bank of India, Old City

Hyderabad, Telangana, India

AGREEMENT OF SALE

25th November 2019

This Agreement of Sale is made and executed on this the 11th day of November 2019 at Secunderabad by and between:

M/s. Modi Realty (Mysalagala) LLP, a registered Limited Liability Partnership, having its office at 5-4-187/3A4, II floor, Seham Mansions, M.G. Road, Secunderabad - 500 003, represented by its Managing Partner Shri Seham Modi S/o. late Shri Satish Modi, aged about 50 years, Occupation: Business, resident of Flat No. 280, Road No. 25, Jubilee Hills, Hyderabad, hereinafter referred to as the Vendor.

And

1. Smt. Anireddy Vasudha Reddy, W/o. Late Shri. Veera Reddy, aged about 51 years, Occupation: House wife, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-post, Hyderabad - 500096,
2. Shri. Anireddy Vijay Reddy, S/o. Late Shri. Veera Reddy, aged about 31 years, Occupation: Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-post, Hyderabad - 500096,
3. Shri. Anireddy Ajay Reddy, S/o. Late Shri. Veera Reddy aged about 29 years, Occupation: Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Film Nagar Sub-post, Hyderabad - 500096.

For MODI REALITY (HYDRABAD) LLP

[Signature]
 Partner

For MODI & MODI CONSTRUCTIONS
FOR MODI & MODI REALTY HYDRABAD PVT. LTD.

[Signature]
 Partner

Parties

Hereinafter referred to jointly as the Owners and severally as Owner no.1, Owner no. 2 & Owner no.3 respectively. The Owners herein are being represented by M/s. Modi Realty Miryalaguda LLP, authorized signatory Shri. Sushm Modi, son of Late Shri. Satish Modi aged about 47 years, Occupation: Business, as the Joint Development Agreement with General Power of Attorney Holders by virtue of document no. 343/2017, dated 24.12.2016; registered at S.R.O. Miryalaguda.

IN FAVOUR OF

M/s. Modi & Modi Realty Hyderabad Pvt Ltd having its registered office at 5-4/1B/3A/4, second floor, Subash Maroon, M. G. Road, Secunderabad-500016, represented by its Partner Mr. Ashish P Modi, son of Late Shri Prasad Chandra Modi aged about 53 years, hereinafter referred to as the "Purchaser"

The said Vendor, Owners and Purchaser shall meet and include wherever the contract may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

Whereas the Vendor/ Owner /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/Owner/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 The Owners are absolute owners and possessors of land abutting about Ac. 16-19 gns., in Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana. Originally Mr. Kanchaiah Jander Reddy, S/o. Ramkrishna Reddy along with Late Mr. Anireddy Veera Reddy, S/o. Raghav Reddy were the owners of the said land in Sy. No. 786. The names were duly recorded in the taluqa since 1956 as owners and possessors of the said land.
- 1.2 Late Mr. Anireddy Veera Reddy died on 11.07.2008 and the MRO Miryalaguda has issued a family member certificate bearing no. E/968/2010 dated 26.03.2010, certifying the Owners herein as the sole legal heirs of Late Mr. Anireddy Veera Reddy.
- 1.3 After the death of late Mr. Anireddy Veera Reddy, the Owners herein inherited the portion of land owned by him in Sy. No. 786. Further, Mr. Kanchaiah Jander Reddy has also transferred his share of land in Sy. No. 786 to the Owners herein. The MRO Miryalaguda has appropriately recorded the change in ownership of the land abutting Ac. 16-19 gns., in Sy. No. 786 from Mr. Anireddy Veera Reddy and Mr. Kanchaiah Jander Reddy in favour of the Owners herein. The Record of Rights (ROR) dated 16.09.2011 reflects the transfer of the Ac. 16-19 gns., in Sy. No. 786, of Miryalaguda Village in favour of the Owners.



For MODI & MODI REALTY HYDRABAD PVT. LTD.

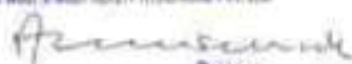

Partner

ANNEXURE-A

1.	Name of Purchaser:	M/s. Modi & Modi Realty Hyderabad Pvt Ltd		
2.	Purchaser's permanent residential address:	5-4-187/3&4, B floor, Sakam Mainroad, M.G. Road, Secunderabad -500103.		
3.	Purchaser's Email ID for correspondence:			
4.	Purchaser's Mobile no.:			
5.	Pin no. of Purchaser:			
6.	Aadhar card no. of Purchaser:			
7.	Vendors address for correspondence:	5-4-187/3&4, B floor, Sakam Mainroad, M.G. Road, Secunderabad -500103		
8.	Vendors Email ID for correspondence:	arvindmodi@protonmail.com		
9.	Name address & registration no. of Owners Association:			
10.	Corpus fund payable to Association:	20,000/-		
11.	Booking form no. & date:	1010/7 dated 11.11.2019		
12.	Type of villa:	A3-Duplex		
13.	No. of floors:	Ground + 1st floor		
14.	No. of bedrooms:	3 Bed rooms		
15.	Details of Scheduled Villa:			
	a. Villa no.:	49		
	b. Plot area:	179 sq. yds.		
	c. Built-up area:	2140 sq.		
	d. Carpet area:	2048 sq.		
	e. Consideration towards sale Deed for Land:	Rs. 22,50,000/- (Rupees Twenty Two Lakhs Fifty Thousand only)		
	f. Consideration towards sale Agreement for construction:	Rs. 22,50,000/- (Rupees Twenty Two Lakhs Fifty Thousand only)		
16.	Total sale consideration:	Rs.45,00,000/- (Rupees Forty Five Lakhs only)		
17.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.	11.11.2019		25,000/-
18.	Total advance paid:			25,000/-
19.	Payment terms:			
	Installment	Due date for payment	Amount	
	I	Within 15 days of booking	2,00,000/-	
	II	Within 30 days of booking	6,75,000/-	
	III	On completion of footings & pillars	10,20,000/-	
	IV	Within 7 days of casting slab	16,50,000/-	
	V	Within 7 days of completion of brick work & internal plastering	6,80,000/-	
	VI	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	6,80,000/-	
	VII	On completion	2,60,000/-	
20.	Scheduled date of completion:	28.02.2021		
21.	Description of the Scheduled Villa:			
	All that piece and parcel of land bearing Plot no. 99, admeasuring about 179 sq yds, along with a villa constructed thereon, in the housing project named as AVR Gulmohar Homes forming a part of Sy. No. 286, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana, bounded by:			
	North by: Plot No. 30			
	South by: Plot No. 48			
	East by: Plot No. 60			
	West by: 30' wide Road			


VENDOR

For Modi & Modi Realty Hyderabad Pvt Ltd


PURCHASER

- 1.6 Accordingly, the Owners herein have become absolute owners and possessors of land measuring about Ac. 16-19 gts., in Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana. The MRD Miyalaguda has issued patta passbooks and title books in their favour as per the details given below.

Name of Particular	Patta No.	Patta book no.	Title book no.	Extent in Sy. No. 786 Ac - gts.	Extent in Sy. No. 786/AA Ac - gts.
Amrutha Vasudha Reddy Owner no. 1	2071	963443	963443	2-26	4-08.3
Amrutha Sujay Reddy Owner no. 2	2070	963441	963441	2-27	4-08.3
Amrutha Ajay Reddy Owner no. 3	2069	963440	963440	2-27	--

- 1.7 The Owners have expressed interest in developing a portion of the above mentioned land, measuring about Ac. 6-18 gts., forming a part of Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana (herein after referred to as the Scheduled Land and more fully described in the schedule given hereto) by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- 1.8 The Owners do not have adequate expertise and experience in taking up the housing project on their own and have appointed the Vendor for developing the Scheduled Land into a housing project.
- 1.9 According, the Vendor and the Owners have entered into a Joint Development Agreement dated 24.12.2016 in respect of development of the property measuring Ac. 6-18 Gts., forming a part of Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana. This Joint Development Agreement is registered with MRD, Miyalaguda in document no. 242/2017.
- 1.10 As per the terms of Joint Development Agreement, the Owners and the Vendor have identified and divided amongst themselves the plots of land along with proposed construction thereon and given in detail in Clause 23 and Annexure B of the above referred Joint Development Agreement.

2. DETAILS OF PERMITS:

- 2.1 Permit for construction on the Scheduled Land measuring Ac. 6-18 gts., was granted by DTCP and Miyalaguda Municipality in file no. 2883/2016/11 vide permit no. B.P. No. 111/2016/11. As per the said permit 91 villas are being developed on a portion of the Scheduled Land along with common amenities and utilities like roads, drainage, electric power supply, water supply, children parks, tree plantation, sports facilities, etc.

FOR SRI S. MOH. REALTY ENTERPRISES PVT. LTD.

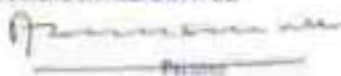
Partner

1. PROPOSED DEVELOPMENT:

- 1.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 1.1.1. The land is proposed to be sub-divided into 91 plots of land and each plot of land shall be sold along with a villa constructed thereon.
- 1.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
- 1.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3+1BHK villa on each plot of land.
- 1.1.4. Clubhouse consisting of sub + ground + 3 upper floors administering about 10,000 sq ft is proposed to be constructed. Other amenities and facilities proposed to be provided are - swimming pool, roads, landscape gardens, children park, lawn for tennis, generator for backup, compound wall, security house, overhead tanks, pumps, etc.
- 1.1.5. Each villa shall have a separately metered electric power connection.
- 1.1.6. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tanker.
- 1.1.7. Connection for drinking water shall be provided to each villa. Drinking water shall be provided by an overhead RO plant.
- 1.1.8. 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 in the scheme of design, colors and use of finishing material for the proposed villas, clubhouse, common amenities, etc., as it deems fit and proper.
- 1.1.9. 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 2024, whichever is later and all the villas in the project of "AVR Gulmohar Homes" shall have a similar elevation, color scheme, compound wall, landscaping, etc., for which the Purchaser shall not raise any objections / allegations.
- 1.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of AVR Gulmohar Homes. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in AVR Gulmohar Homes i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, floors, windows, ceilings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land not withstanding any provision for additional construction in the bye-laws. Further, the Purchaser shall not be entitled to amalgamate plots of land and make construction thereon. This restriction on additions and alterations shall be in force upto end of 2039.
- 1.1.11. The Vendor shall provide detailed design (including perspective view, structural design, working drawing, etc.) to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
- 1.1.12. 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.
- 1.2. The proposed project of development on the entire Scheduled Land is styled as "AVR Gulmohar Homes" and is hereinafter referred to as the Housing Project. Thus the name of the project which is styled by the Vendor as AVR Gulmohar Homes shall always be called as such and shall not be changed.



For SICK & RUD REALTY PRIVATE LTD

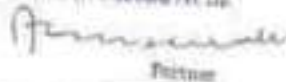

Purchaser

4. **SCHEME OF SALE / PURCHASE :**

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell its share of villas to any intending purchaser.
- 4.2 The Vendor proposes to sell each villa to intending purchasers along with identifiable part 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 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.
- 4.4 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, conversion 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.
- 4.5 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 therein. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.
- 4.6 Only on payment of the entire sale consideration along with other charges like GST, VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed (conveyance deed) in favour of the Purchaser and or its nominees. 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.
- 4.7 At the request of the Purchaser the Vendor may give license to the Purchaser to enter the villa being purchased by him for the purposes of installation of fixtures and fixtures of the 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 off 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.



FOR AND ON BEHALF OF THE VENDOR


Partner

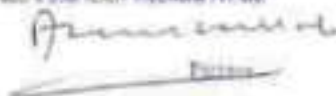
- 4.8 That for the purposes of creating a charge in favour of the bank / financial institutions as the Scheduled Villa so as to enable the Purchaser to avail housing loan, the Vendor will execute a sale deed in favour of the Purchaser for semi-finished villa. In the event of execution of sale deed before the villa is fully completed, the Purchaser shall be required to enter into a separate 'Agreement for Construction' with the Vendor for completing the unfinished villa and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Villa shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Villa back to the Vendor for the purpose of carrying out construction of the villa therein and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villa to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.
- 4.9 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 purpose of purchase and construction of the Scheduled Villa.
- 4.10 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 hereto shall cooperate with each other to execute such a tripartite agreement.
- 4.11 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 valued and be differently agreed upon in writing.
- 4.12 That the draft of the Sale Deed, Agreement for Construction to be executed and registered, in pursuance of this agreement has been executed and is duly approved by the Purchaser.

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., name of villa, plot area 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 to construct the villa therein 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, annexures 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 to this deed.



For M/S K VISHAL REALTY PRIVATE LTD.



Director

- 5.4 That the Purchaser has examined the permit for construction obtained by the Vendor and reviewed 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 (as under construction or already constructed) shall be as per the Annexure - B attached hereto and the specifications shall be as per Annexure - C attached hereto, with such modifications and alterations as may be required or as deemed necessary by the Vendor from time to time. The layout plan of the Housing Project is attached as Annexure - D hereto.
- 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 sole consideration mentioned hereto is the lump sum amount for the Scheduled Villa. The Purchaser confirms that he shall not raise any objections on this count.

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.
- 6.2 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 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 by 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, VAT, GST, service tax 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 hereto that the total sale consideration given hereto does not include the cost of providing water through government/ quasi 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/ quasi government body on a pro-rata basis.
- 6.5 That the Vendor has agreed to construct the Scheduled Villa as per plan and specifications given in Annexure - B and Annexure - C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 6.6 Instant tax delayed payment, if any, shall be paid over and above the agreed consideration.

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.



FOR AND ON BEHALF OF THE VENDOR PVT. LTD.



Purchaser

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 account.
- 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 mentioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-creation 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.
- 8.6 That in the event the Purchaser is availing/has availed finance under housing finance scheme or any other scheme for the purchase of Scheduled 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 consequences in regard to 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 at the instance 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.



For MCD & MCD REALTY PRIVATE LTD.


Vendor

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 30 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 10% of the agreed total sale consideration.

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 'sans-sons', satisfactorily 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 resell / sell the said Scheduled Villa then cancelled in favour of any other person. No action 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 in 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.

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 deductions, 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. 6/- per sq. ft. per month, being the average expenditure 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.



FOR BUDA & BODI REALTY ENTERPRISES PVT. LTD.


Purchaser

- 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 Scheduled Villa including reserved water, sewer 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 equipment, 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 loss or hindrance.
- 11.6 The Vendor at his discretion may withhold the final finishing works like final coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Purchaser declares his readiness to take possession of the Scheduled Villa. However, for the purpose 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.

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 Scheduled 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.



For MUTHU SAKSHI REALTY ENTERPRISES PVT. LTD.



Partners

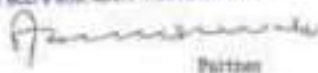
- 13.2 In case the society / association has yet to be formed, the Purchaser shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common light, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor.
- 13.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Villa, the Association shall be entitled to discontinue 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, garbage disposal, 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.
- 13.5 The Vendor has proposed to defer the common amenities in phases due to 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.
- 13.7 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/restoration 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 itself 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 the elections for its executive committee members. Till such time the Vendor and its nominees shall run the day to day 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, ruin, 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 without due authorization from the Vendor and / or Association / Society in-charge of maintenance as per details given in clause 3.1.6, 3.1.10 & 3.1.11 above.



For BCC & MCD, RESILIT HONGKONG PTE. LTD.



Partner

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 villa at a very high level. The Purchaser shall further endeavor and insist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the strangers / purchasers in the Housing Project. To achieve this objective the Purchaser, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, congested road, etc. nor mount 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, stairs etc.; etc.; (f) change the external appearance of the villa (g) install clothes drying stands or other such devices on the external side of the villa (h) store extraordinary heavy material therein (i) to use the roads or footpaths for storage of material (j) place stone rocks, 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/drainage affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the villa that may affect the external appearance of the building (n) draw wires outside unless provided for electric power supply, telephone, cable TV, internet, etc. that may affect the external appearance of the building.

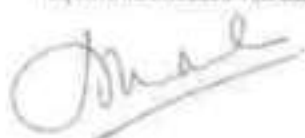
14.4 The Vendor/Association shall be entitled to remove any objects like stone rocks, fixtures, furniture, air-conditioning units, potted plants, etc. that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture 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.

13. NOC FOR SURROUNDING DEVELOPMENT

13.1 The Vendor 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 as 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 contiguous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.

13.2 That rights of further construction is 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.

13.3 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, assistants etc. to construct, repair, examine, survey, make such additional alterations to the structures etc., that may be necessary for completion of the Housing Project and in respect to the Scheduled Villa and also the adjoining villa.



FOR VENDOR & VENDOR ASSOCIATION PVT. LTD.


Purchaser

- 15.4 The Vendor reserves right to change the designs of the layout, blocks of villas, clubhouse, common recreation, etc., subject to providing reasonable access through common passages to the Scheduled Villa and that such changes do not affect the plot 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:

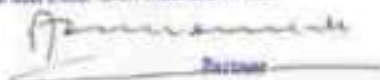
- 16.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and his successors-in-interest. The Purchaser shall ensure that this condition shall explicitly mentioned in emergency 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 issue 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.
- 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 or deemed to be enforceable 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, mortgages, attachments, etc., and the Vendor certifies 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 claim made by any party in respect to the ownership and title of the Scheduled 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.



Dr. MOH & MOH REALTY PRIVATE LTD.


Purchaser

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/modifications carried out by Purchaser / occupant.
- 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 required/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 notified before handing over possession.
- 18.1.5 If 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 inform the Vendor in writing about any change in the above.

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 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 imperative or state of disuse.

20. DISPUTE RESOLUTION:

20.1 That the Purchaser agrees that under no circumstances including that of any dispute or misunderstandings, the Purchaser shall seek or cause the stopping or stay of construction or related activity in the Housing Project or cause any interference or obstruction 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 or 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 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.

FOR SELLER & HOUSING READY INFRASTRUCTURE PVT. LTD.

Purchaser

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, 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, handbooks, etc., shall not be construed as a legal offering. The Vendor reserves the right to make any reasonable additions or alterations or deletions to the proposed amenities and facilities as it deems fit and proper. The Purchaser shall waive any objection on this count.

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, occupant or user of such 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.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac. 6-18 gts., forming a part of Sy. No. 786, Miyalaguda Village, Miyalaguda Mandal, Nalgonda District, Telangana and bounded by:

North	49 ft road in Sy. No. 785
South	Neighbours land in Sy. No. 791 & 793
East	Neighbours land in Sy. No. 784
West	Owners land in Sy. No. 787

WITNESS:

1.

2.



VENDOR

PR REG. & REG. NO. / (MADRAS) P/C (12)



Partner

SUBSCRIBER

ANNEXURE- A

1.	Name of Purchaser:		M/s. Modi & Modi Realty Hyderabad Pvt Ltd
2.	Purchaser's permanent residential address:		1-4-187/3&4, II floor, Soham Mansions, M.G. Road, Secunderabad -500 003.
3.	Purchaser's Email ID for correspondence:		
4.	Purchaser's Mobile no.:		
5.	Pan no. of Purchaser:		
6.	Author card no. of Purchaser:		
7.	Vendors address for correspondence:		5-4-187/3&4, II floor, Soham Mansions, M.G. Road, Secunderabad -500 003.
8.	Vendors Email ID for correspondence:		crsamedhproperties.com
9.	Name address & registration no. of Owners Association:		
10.	Corpus fund payable to Association:		30,000/-
11.	Booking form no. & date:		C/1040015- 02.03.2020
12.	Type of villa:		A2+ duplex
13.	No. of floors:		Ground + 1st floor
14.	No. of bedrooms:		3 bed rooms
15.	Details of Scheduled Villa:		
	a.	Villa no.	49
	b.	Plot area:	179 Sq. yds.
	c.	Build-up area:	2340 Sq.
	d.	Carpet area:	2044 Sq.
	e.	Consideration towards sale Deed for Land	Rs. 30,00,000/- (Rupees Thirty Lakhs only)
	f.	Consideration towards sale Agreement for construction	Rs. 30,00,000/- (Rupees Thirty Lakhs only)
18.	Total sale consideration:		Rs. 60,00,000/- (Rupees Sixty Lakhs only)
19.	Details of advance paid:		
	Sl. No.	Date	Payment details
	a.	02.03.2020	25,000/-
19.	Total advance paid:		25,000/-
20.	Payment terms:		
	Installment	Due date for payment	Amount
	I	Within 15 days of booking.	2,00,000/-
	II	Within 30 days of booking	9,00,000/-
	III	On completion of foundations & plinth	14,02,500/-
	IV	Within 7 days of casting slab.	14,02,500/-
	V	Within 7 days of completion of brick work & internal plastering	9,35,000/-
	VI	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	9,35,000/-
	VII	On completion	2,00,000/-
21.	Scheduled date of completion:		20.02.2021
22.	Description of the Scheduled Villa		
	All that piece and parcel of land bearing Plot no. 49, situate/lying about 179 sq.yds. along with a villa constructed thereon, is the housing project named as AVR Catherine Homes forming a part of Sy. No. 786, Miyasaguda Village, Miyasaguda Mandal, Nalgonda District, Telangana, bounded by:		
	North by: Plot No. 50		
	South by: Plot No. 48		
	East by: Plot No. 60		
	West by: 30' wide Road		

For SCHEDULED DISTRICT OFFICE

 VENDOR Partner


 PURCHASER

ANNEXURE-B

Plan of the Scheduled Villa:



[Signature]
 VENDOR

For Sale & Lease ONLY THROUGH PVT. LTD.

[Signature]
 PURCHASER *[Signature]*

ANNEXURE - C

Specifications of Scheduled Villa:

Item	Specifications
Structure	RCC
Walls	4"/6" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with ODF
Flooring	Branded 2 x2 ft. vitrified Tiles
Door frames	Wood (iron-bark)
Main door	Laminated / polished panel door
Other doors	Painted panel doors
Electrical	Copper wiring with modular switches
Windows	Powder coated Aluminum sliding windows with grille
Bathrooms	Branded ceramic tiles - 4'7ft height
Plumbing	CPVC/PVC pipes
Sanitary	Branded sanitary ware
CP fittings	Branded quarter turn ceramic disc type
Kitchen platform	Granite slab with 2 ft dado and SS sink

Notes:

1. Cover of 2 columns for interior painting. Windows / Angledraft W.C and 2 or 3 configurations of bathroom tiles shall be provided.
2. Changes to external appearance and color shall not be permitted.
3. Fitting of grille to the main door or balcony shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes to walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at vendor cost.
7. RCC lifts and elevators shall not be provided.
8. Design and make of furniture, furnishings, modular kitchen, etc. 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 the 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 color of walls, bathroom tiles, etc. The Purchaser at his discretion may provide materials 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 time. Any delay in completion of the Scheduled Villa for delay in delivery of the material by the Purchaser shall be added to the schedule time of completion of the villa.


VENDOR

for M/S. S. M/S. POKTI HYDROGEN PVT. LTD.


PURCHASER

ANNEXURE - D

Layout plan of the Housing Project:



[Signature]
VENDOR

For M/S & M/S REALTY KICORAD PVT. LTD.

[Signature]
PURCHASER **Partner**