

9000136911

भारतीय न्यायिक

एक सौ रुपये

RS. 100

ONE

रु. 100

HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIAN JUDICIAL

తెలంగాణ తేలంగానా TELANGANA
S.No. 3311 Date: 01-02-2017

Sold to: RAMESH

S/o. NARASINGH RAO

For Whom: MODI REALTY (MIRYALAGUDA) LLP

K. SATISH KUMAR 744459

LICENSED STAMP VENDOR
LIC No. 16-05-059/2012,
R.No. 16-05-029/2015
Plot No. 227, Opp. Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 02nd day of February 2017 at Secunderabad by and between:

M/s. Modi Realty (Miryalaguda) LLP, a registered Limited Liability Partnership, having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003, represented by its Managing Partner Shri Soham Modi, son of Late Shri. Satish Modi, aged about 47 years, Occupation: Business 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, Filmnagar Sub-port, Hyderabad - 500096.
2. Shri. Anireddy Sujay 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. Filmnagar Sub-port, 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. Filmnagar Sub-port, Hyderabad - 500096.

For MODI REALTY (MIRYALAGUDA) LLP

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. 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. Miryalguda.

In favour of

Mr. M. Parameshwar, son of Mr. M. Cennallaiah aged about 51 years, residing at H. No. 19-817/1, Hanumanpeta, Miryalaguda, Nalgonda District - 508207, hereinafter referred to as the 'Vendee'

The term Vendor, Owners and Vendee shall mean and include its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

WHEREAS:

- A. 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 pahanis since 1956 as owners and possessors of the said land.
- B. Late Mr. Anireddy 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. Anireddy Veera Reddy.
- C. 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.
- D. 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 Pattedar	Patta No.	Pass 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	--

- E. 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.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

- F. 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.
- G. 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, herein after referred to as the SCHEDULED LAND. This Joint Development Agreement is registered with SRO, Miryalaguda as document no. 242/2017.
- H. 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.
- I. The Scheduled Land is proposed to be developed into a housing project. Accordingly, 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. B.P.No. 111/2016/H. As per the said permit 91 villas are being developed on a portion of Scheduled Land along with common amenities and utilities like roads, footpaths, electric power supply, water supply, children parks, tree plantation, sports facilities, etc.
- J. By virtue of the above documents, the Vendors have absolute rights to develop the Scheduled Land and it is absolutely entitled to sell their share of villas along with plot of land.
- K. The proposed project of development on the entire Scheduled Land is styled as 'AVR Gulmohar Homes'.
- L. The Vendor proposes to develop the Scheduled Land by constructing about 91 independent villas of similar size, elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like clubhouse, roads, street lighting, landscaped gardens, etc. The proposed villas will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- M. The Vendor in the scheme of the development of AVR Gulmohar Homes has planned that the prospective Vendees shall eventually become the absolute owner of the identifiable land (i.e., plot of land) together with independent villa constructed thereon. For this purpose and for enabling the Vendee to obtain a housing loan by providing a title deed for the purposes of mortgage, the Vendor and the Vendee may be required to enter into two separate agreements, one with respect to the sale of land and the other with respect to the construction of the villa. These agreements will be interdependent, mutually co-existing and inseparable though in the scheme of the project and the Vendor may execute a Sale Deed in favour of the Vendee before commencing or during construction of the villa.
- N. The Vendee has inspected all the documents of 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 project of AVR Gulmohar Homes. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- O. The Vendee is desirous of purchasing a plot of land together with a villa to be constructed thereon, in the project, AVR Gulmohar Homes and the Vendor is desirous of selling the same. The details of the villa and plot are given in Annexure -A attached to this agreement. Hereinafter, the said villa along with the plot of land mentioned in Annexure - A is referred to as the Scheduled Property.

For MOD REALTY (MIRYALAGUDA) LLP

Partner

- P. The Vendee has made a provisional booking for the Scheduled Property and the details of the booking are given in Annexure - A.
- Q. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That in pursuance of this agreement of sale the Vendor agrees to transfer or caused to be transferred in favour of the Vendee and the Vendee hereby agrees to purchase from the Vendor, the Scheduled Property for the consideration mentioned in Annexure- A. The details of the terms of payment are also mentioned in Annexure - A. The villa to be constructed/already constructed/under construction thereon shall be as per the specifications mentioned in Annexure - B. The plan of the villa constructed/already constructed/under construction is mentioned in Annexure - C. The plan of the plot on which the villa is to be constructed/already constructed/under construction is given in Annexure - D.
2. That the Vendee 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 Property.
3. That the Vendee in pursuance of this agreement shall pay the balance consideration to the Vendor as per schedule given in Annexure -A. The Vendor shall intimate the Vendee 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 Vendee shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.
4. That the Vendee 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 Vendee shall pay such installments on or before the due dates. The Vendee shall not be entitled to pay the said sale consideration by way of cash.
5. In case the Scheduled Property 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 above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Property, notwithstanding the installments and due dates mentioned above.
6. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Vendee. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.
7. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Vendee for whatsoever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

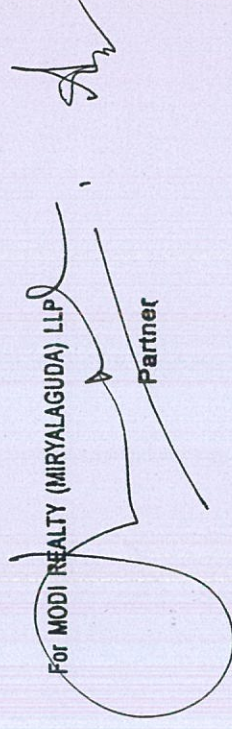
8. That for the purposes of creating a charge in favour of the bank / financial institutions on the villa being constructed so as to enable the Vendee to avail housing loan, the Vendor may execute a sale deed in favour of the Vendee for the plot of land. In the event of execution of sale deed before the villa is fully completed, the Vendee shall be required to enter into a separate agreement of construction with the Vendor for completing the unfinished villa and the Vendee shall not raise any objection for execution of such an agreement. That the possession of the plot of land shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the possession of the plot of land 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 AVR Gulmohar Homes. The Vendor shall re-deliver the possession of the completed villa together with the plot of land to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee 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 Vendee therefore shall not be entitled to alienate in any manner the plot of land registered in his favour and / or enter into an Agreement for Construction in respect of the villa with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Property as a security for obtaining housing loan for the purposes of purchase and construction of the proposed villa in the Scheduled Property.
9. Further, some banks/financial institutions may require the Vendor and Vendee to execute a Tripartite Agreement with the banks/financial institutions for availing such a housing loan. The Vendor and Vendee shall cooperate with each other to execute such a Tripartite Agreement to enable the Vendee obtain a housing loan.
10. That in the event the Vendee is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Schedule Property and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Vendee for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Vendee and the consequence as regards default in payments as contained under this Agreement shall become operative.
11. That any time given to the Vendee 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 Vendee other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.
12. 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:
- a) In case of failure of the Vendee to obtain housing loan within 15 days of this agreement, the cancellation charges will be NIL provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation, the cancellation charges shall be Rs. 25,000/-
 - b) In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
 - c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed total sale consideration.
13. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Vendee and the Vendor need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.

For MUDRA REALTY (MIRYALAGUDA) LLP

Partner

14. The Vendor shall be entitled to re-allot / sell the said Scheduled Property thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Vendee to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Vendee shall have no say in or to object to the same.
15. That the Vendee has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor/Owners and the authority of Vendor/Owners to transfer the rights hereunder and the Vendee shall not hereafter, raise any objection on this count. That the Vendor/Owners covenants with the Vendee that the Scheduled Property is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc. and they confirm that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor/Owners agrees to indemnify the Vendee only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Property.
16. Except under the circumstances mentioned in clause 8 above viz., the Vendee is availing a housing loan, the Vendor will execute and register Sale deed and/or Agreement for construction in favour of the Vendee only after the receipt of the total sale consideration given herein along with other charges payable by the Vendee to the Vendor.
17. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.
18. It is hereby agreed and understood explicitly between the parties hereto the Vendee 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 of the villa, sale of plot / villa, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.
19. The Vendor agrees to deliver the Scheduled Property 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 Vendee shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sft per month, being the average expected rent for the Schedule Property. The Vendee shall be entitled to such a compensation for delay in completion if and only if the Vendee has paid the entire sale consideration to the Vendor. The Vendee agrees to limit his claims for delay in completion to the said amount.
20. That in event of any delay in the completion of the construction of the Scheduled Property 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., the Vendor shall not be held responsible. The Vendee 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 MODI REALTY (MIRYALAGUDA) LLP



Partner

21. That upon completion of construction of the Scheduled Property the Vendor shall intimate to the Vendee the same at his last known address and the Vendee 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 Vendee shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association.
22. That from the intimation as to possession or completion of the Scheduled Property or date of receipt of possession of the villa, which ever is earlier the Vendee shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Schedule Property including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
23. 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 Vendee confirms his readiness to take possession of the Schedule Property. However, for the purposes of determining the date of completion such final works, which may not be completed, shall not be considered. Further, the Vendee has agreed that, the final finishing works are being withheld to ensure that the completed villa is handed over to the Vendee in a brand new condition.
24. That the Vendee shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with villa before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement
25. 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.
26. That the Vendee 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 Vendee shall not raise any objections / objections. The Vendee 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 Vendee shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Vendee shall not construct more than ground plus 2 floors in any plot of land not withholding any provision for additional construction in the bye-laws. Further, the Vendee shall not be entitled to amalgamate plots of land and make constructions thereon. The restrictions on additions and alterations after the 5 year lock-in period as given above shall be in force for a further period of 15 years i.e., till the end of year 2039. Specifically, the Association or society in-charge of maintenance of AVR Gulmohar Homes will not be entitled to make any changes to the restrictions given in this clause upto the end of year 2039.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

27. That the Vendor shall construct the villa on the Schedule Property according to the plans and designs made out and according to the specifications mentioned in Annexure - B & Annexure - C hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost of any additions and alterations made over and above the specifications at the request of the Vendee shall be paid by the Vendee.

28. That rights of further construction in and around the Schedule Property, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor / Owners and the Vendee 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 Vendee. Further, the Vendor shall have absolute rights to install or construct fixtures and structures for providing amenities and utility services like electric power, water supply, roads, parks, gates, compound wall, garbage disposal area, electric transformer, OHT, septic tank, water sumps, security kiosk, etc., at any place it deems fit and the Vendee shall not raise any objection on this count.

29. 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 Property. The Vendor shall further provide a guarantee on the structure of the Scheduled Property for a period of 15 years from the deemed date of completion. The guarantee shall be subject to the following:

- a. 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 Vendee / occupier.
- b. Vendee 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 Property. 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.
- c. 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.
- d. 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.
- e. 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.
- f. The guarantee shall not be applicable for items purchased by the Vendee and fitted by the Vendor in the Scheduled Property.
- g. 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)

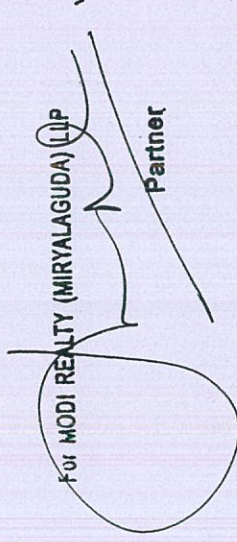
30. The Vendee shall not be entitled to transfer the Scheduled Property to any third party, unless and until the Vendee has paid all dues to the Vendor including total sale consideration, stamp duty, registration charges, GST, VAT, service tax, etc.

31. It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of providing water through government/ quazi government authorities like the water board, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is being provided by such a government/ quazi government body on a pro-rata basis.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

32. The Vendor proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor may at its discretion may 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 Vendee shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Vendee 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 Vendee 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 Vendee agrees to issue an NOC for the same to the Vendor as and when called for.
33. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall seek or cause the stoppage or stay of construction or related activity in the AVR Gulmohar Homes project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the 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.
34. That the Vendee 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 AVR Gulmohar Homes project and in respect to the Scheduled Property and also the adjoining areas.
35. That the draft of the Sale Deed, Agreement for Construction to be executed and registered, in pursuance of this agreement have been inspected and are duly approved by the Vendee.
36. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure or any part of the villa nor shall the Vendee 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 AVR Gulmohar Homes.
37. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the AVR Gulmohar Homes and shall abide by its rules. Until the society / association is formed the Vendee 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. If the Vendee ever fails to pay maintenance charges for his/her house, the association / Vendor shall be entitled to disconnect and stop providing all or any services to the Scheduled Property including water, electricity, etc. The Vendee shall pay a sum of Rs. 30,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed Villa.

For MODI REALTY (MIRYALAGUDA) LLP

Partner



38. That the Vendee 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 Vendee shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the AVR Gulmohar Homes. To achieve this objective the Vendee, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compounds roads 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 AVR Gulmohar Homes (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) plant trees within the plot that are not authorized by the Vendor / Association (i) change the design of compound wall or install a gate (j) change the color of the villa (k) add cladding, tiles, texture, etc., to the external side of the building (l) store material in parking area, balconies, terrace that affect the external appearance of the villa (m) place shoe racks, pots, plants or other material on the compound wall or drive way of footpath .
39. That the Vendee shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the Scheduled Property on account of joint ownership of the same by a number of persons.
40. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement and also the Agreement for Construction unless otherwise specifically waived and or differently agreed upon in writing.
41. That the Vendee shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each 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.
42. That the Vendor shall cause this Agreement of Sale to be registered in favour of the Vendee as and when the Vendee intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
43. That in case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
44. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Vendee is a Firm, Joint Stock Company or any Corporate Body.
45. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.
46. The Vendee shall send his/her correspondence to the Vendor only in writing to M/s. Modi Realty (Miryalaguda) LLP, 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003 or by email to cr@modiproperties.com. Any oral communication or communication to any other person shall be deemed to not have been received.

For MODI REALTY (MIRYALAGUDA) LLP

Partner

SCHEDULED LAND

All that portion of the land area to the extent of Ac. 6 -18 gts., 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

IN WITNESSES WHEREOF this Agreement of Sale is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

2.

For MODI REALTY (MIRYALAGUDA) LLP
Partner
VENDOR

VENDEE

ANNEXURE- A

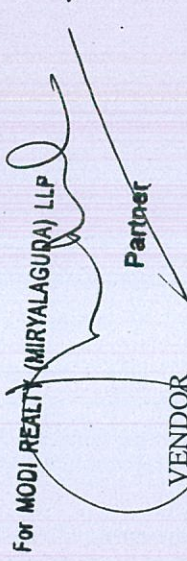
1.	Names of Vendee:	Mr. M. Parameshwar
2.	Permanent residential address:	H. No. 19-817/1, Hanumanpeta, Miryalaguda, Nalgonda District -508207
3.	Address for correspondence:	Same
4.	Email ID for correspondence:	
5.	Mobile nos.:	94401 36911
6.	Pan no. of Vendee:	
7.	Aadhar card no. of Vendee:	
8.	Details of Scheduled Property:	
	a. Plot no.:	30 - A1, Single
	b. Land area:	179 Sq. yds.
	c. Constructed area on ground floor:	1135 Sft.
	d. Constructed area on first floor:	115 Sft.
	e. Construction area of second floor:	Sft.
	Total constructed area	1250 Sft.
9.	Total sale consideration:	Rs. 37,00,000/- (Rupees Thirty Seven Lakhs Only)

10.	Details of advance paid:		
Sl. No.	Date	Payment details	Amount
a.	31.01.2017	Cheque No. 029535	25,000/-
b.			
Total:			25,000/-

11.	Payment terms:		
Installment	Due date for payment	Amount	
I	Within 15 days of booking	2,00,000/-	
II	Within 30 days of booking	5,55,000/-	
III	On completion of footings & plinth	8,16,000/-	
IV	On completion of RCC works	8,16,000/-	
V	On completion of Civil works	5,44,000/-	
VI	On completion of flooring, doors, windows, I coat of paint etc.,	5,44,000/-	
VII	On completion	2,00,000/-	
12.	Scheduled date of completion:	30.09.2018	

13	Schedule of Property:
ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 30 admeasuring about 179 sq. yds. forming a part of Sy. No. 786, Miryalaguda Village, Miryalaguda Mandal, Nalgonda District, Telangana., marked in red in the plan annexed hereto as Annexure D, bounded on:	
North	Plot No. 29
South	Plot No. 31
East	30' wide Road
West	Plot No. 27
AND	
ALL THAT DELUXE VILLA admeasuring about 1250 sq. ft. of built-up area to be constructed on the above said plot no. 30 as per the agreed specifications given in detail in Annexure B and as per the plan enclosed as Annexure C.	

For MODI REALTY (MIRYALAGUDA) LLP

 Partner

VENDOR
Page 12 of 15

VENDEE
30-sale agr,30

ANNEXURE-B

SPECIFICATIONS OF VILLA:

Item	Specifications
Structure	RCC
Walls	4"/6" solid cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	24" 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 – 4/7ft height
Plumbing	UPVC 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 selected alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.

For MODI REALTY (MIRYALAGUDA) L.L.P.

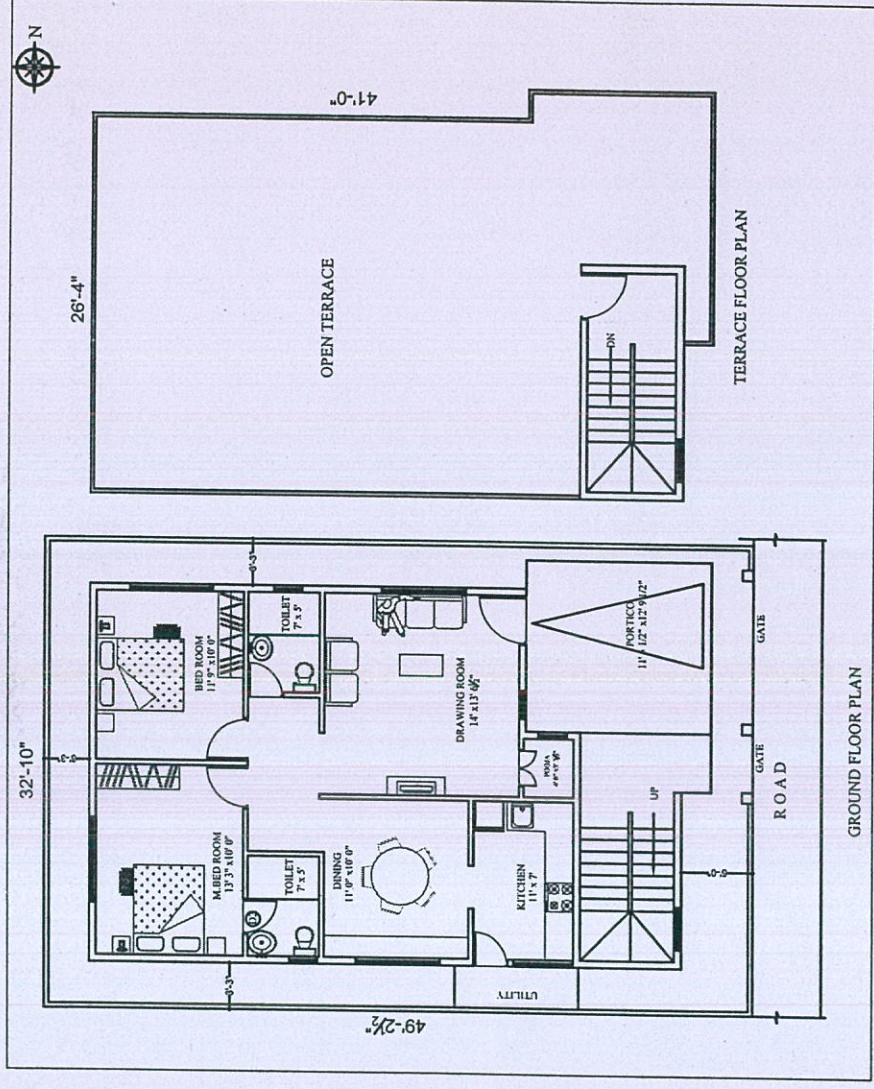

Partner

VENDOR


VENDEE

ANNEXURE - C

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 30 ADMEASURING 1250 SFT.
OF BUILT-UP AREA.



For MODI REALTY (MIRYALAGUDA) LLP

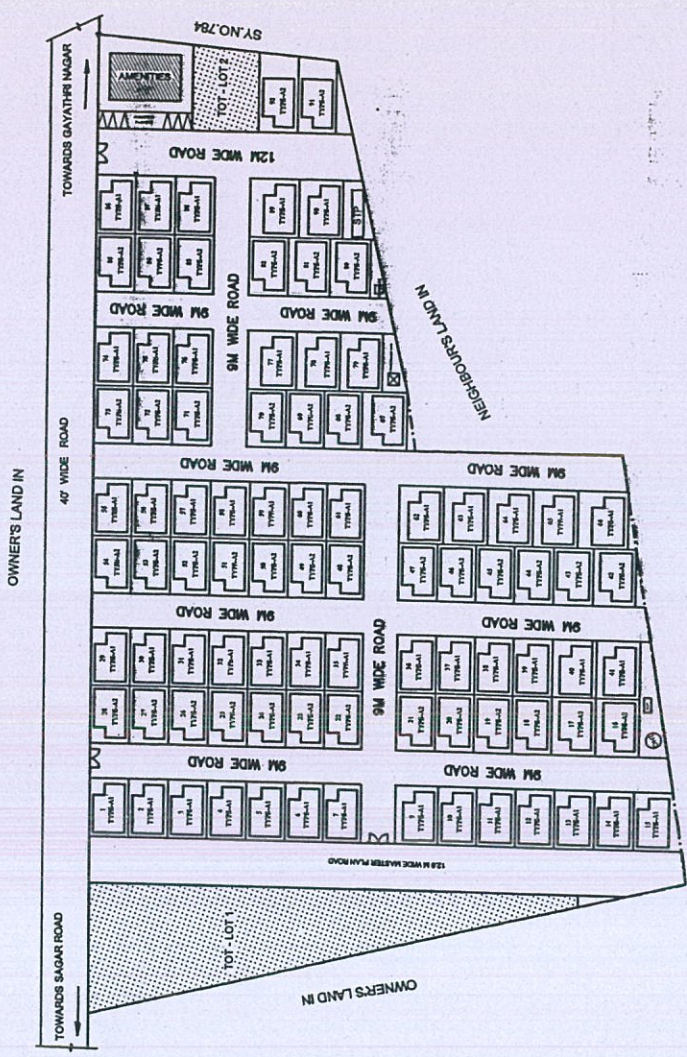
Partner

VENDOR

VENDEE

ANNEXURE -D

PLAN SHOWING PLOT BEARING NO. 30 ADMEASURING ABOUT 179 SQ. YDS. FORMING A PART OF SY. NO. 786, MIRYALAGUDA VILLAGE, MIRYALAGUDA Mandal, Nalgonda District, TELANGANA.



For MODI REALTY (MIRYALAGUDA) P.L.D.

Partner

VENDOR

VENDEE