भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

M 854989

S.No. 8671 Date:26-04-2018

Sold to:MAHENDAR

S/o.MALLESH

For Whom: VISTA HOMES.

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-025/2018
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 12th day of May 2018 at Secunderabad by and between:

1. M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500 003., represented by its Partners (1) Shri Bhavesh V, Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad -500 003, and (2) M/s. Summit Housing Pvt. Ltd., represented by, Modi Housing Pvt. Ltd., represented by Mr. Gaurang Mody, son ofMr. Jayanthilal Mody aged about 49 years, Occupation: Business, residing at Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad

2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275, Venkateswara Colony, Meerpet, Moulali, Hyderabad – 500 003., represented by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500003.,Hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

In favour of

1. Mrs. Thati Lakshmi wife of Mr. Thati Parameshwar aged about 33 years and
2. Mr. Thati Parameshwar, son of Mr. Thati Pentaiah aged about 37 years residing at H. No. 1-7-912. I. N. Nagar, Malkajgiri, Hyderabad - 5000047, hereinafter referred to as the 'Purchaser'

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi T. Parameshwar

DISTRICT REGISTRAR (STAMPS SALES DEPOT) HYDERABAD

07 APR 2016

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

1. TITLE OF PROPERTY:

1.1 The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

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

1.2 The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

1.3 The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. SanaYadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

2. DETAILS OF PERMITS:

2.1 The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, 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. 9 blocks of flats labeled as A to I are proposed to be constructed.

3.1.2. Each block consists of ground + 4 upper floors.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

1 T. Lakshmi 2 T. Parvathavardhan

3.1.3. Parking is proposed to be provided in the basement floor common to all the blocks.

3.1.4. Total of 403 flats are proposed to be constructed.

3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.

3.1.6. Clubhouse consisting of ground + 3 upper floors admeasuring about 10,000 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, childrens park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.

3.1.7. Each flat shall have a separately metered electric power connection.

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

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

3.1.10. The proposed flats 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 flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.

3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.

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 flats/blocks.

3.2. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Vista 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 flats to any intending purchaser.

4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share of the Scheduled Land. The flat 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. The flat being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Flat.

4.3 The Purchasers of the flats 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 flat 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, etc., shall continue to belong to the Vendors or its nominees.

For M/s. VISTA HOMES
Authorised Signatory

For VISTA HOMES
Partner

T. Lakshmi

T. Paramesh

4.5 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.

4.6 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 Flat 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 flat 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 Flat till such time all dues are cleared and such a license given by the Vendor to enter the Scheduled Flat 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.

4.8 That for the purposes of creating a charge in favour of the bank / financial institutions on the Scheduled Flat 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 flat. In the event of execution of sale deed before the flat is fully completed, the Purchaser shall be required to enter into a separate 'Agreement of Construction' with the Vendor for completing the unfinished flat and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Flat shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Flat back to the Vendor for the purposes of carrying out construction of the flat 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 flat 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 Flat registered in his favour and / or enter into an Agreement for Construction in respect of the flat with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Flat as a security for obtaining housing loan for the purposes of purchase and construction of the Scheduled Flat.

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 herein shall cooperate with each other to execute such a tripartite agreement.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

T. Paramesh

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 FLAT BEING SOLD:

5.1 The Purchaser is desirous of purchasing a flat in the Housing Project and the Vendor is desirous of selling the same. The details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure –A attached to this agreement. Hereinafter, the flat mentioned in Annexure – A is referred to as the Scheduled Flat.

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 flat 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 Flat, 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 Flat 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 Flat to be constructed (or under construction or already constructed) shall be as per the Annexure – B attached herein and the specifications shall be as per Annexure – C attached herein, 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 herein.

5.6 The Vendor has provided plans of the Scheduled Flat 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 Flat. The sale consideration mentioned herein is the lumsum amount for the Scheduled Flat. 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 Flat and the Purchaser agrees to purchase the Scheduled Flat 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 M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

L.T. Paramahamsa

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 Flat. 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/ quazi 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/ quazi government body on a pro-rata basis.

6.5 That the Vendor has agreed to construct the Scheduled Flat 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 Flat, 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 Flat 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 Flat 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 Flat, notwithstanding the installments and due dates mentioned above.

For M/s. VISTA HOMES
Authorised Signatory

For VISTA HOMES
Partner

T. Lakshmi

T. Parameshwar

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/or any other scheme for the purchase of Schedule flat and payment of sale consideration under this Agreement, it shall be the sole responsibility of the 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.

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', 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-allot / sell the said Scheduled Flat thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting 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.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

T. Parameshwar

10.4 In case the sale deed is executed in favour of the Purchaser for such a cancelled flat, the Purchaser shall re-convey the Scheduled Flat 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, 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 Flat 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 sft per month, being the average expected rent for the Schedule Flat. 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 Flat 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 Flat or date of receipt of possession of the flat, 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 Flat including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. 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 Flat 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 flats or blocks of flats as long as the Purchaser is able to enjoy possession of the Scheduled Flat 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 Flat. 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 flat is handed over to the Purchaser in a brand new condition.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

2 T. Parameshwar

12. POSSESSION OF FLAT 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 flat 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 Flat 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.

13.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat 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 flat. 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 flats. 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.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

1 T. Lakshmi

2 T. Parvathalowar

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 flat nor shall the Purchaser make any additions or alterations in the flat 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 flat 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 flats in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.

14.3 That the Purchaser or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The 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 flat for any illegal, immoral, commercial & business purposes. (c) use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the 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 flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use (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 flats 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, fixture, 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.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

T. Parameshwar

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 Flat, 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 Flat and also the adjoining flats/blocks.

15.4 The Vendor reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. 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.

For M/s. VISTA HOMES
Authorised Signatory

For VISTA HOMES
Partner

T. Lakshmi

T. Paramesh

17 GUARANTEE OF TITLE:

17.1 That the Vendor covenants with the Purchaser that the Scheduled Flat 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 Schedule Flat or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Flat 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 Flat. The Vendor shall further provide a guarantee on the structure of the Scheduled Flat 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 Flat shall be required to give a list, in writing , of construction defects that require repair/corrections before taking possession of the Scheduled Flat. 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 Flat. The structural guarantee shall stand void if any structural or civil alterations are made to the Flat 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 Flat.

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 flat 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.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

T. Parameshwar

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.

21. FORCE MAJEURE:

21.1 That in event of any delay in the completion of the construction of the Scheduled Flat and delivery of possession of the said flat 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 Flat 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, hoardings, 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 deem 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 flat. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the flat and the transfer of all or any rights therein shall only be subject to such conditions.

For M/s. VISTA HOMES

Authorised Signatory

For VISTA HOMES

Partner

T. Lakshmi

T. Paramesh

DESCRIPTION OF THE SCHEDULED LAND

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

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

WITNESSES:

1.

2.

For VISTA HOMES

Partner

For M/s. VISTA HOMES

Authorised Signatory

VENDOR

T. Lakshmi

T. Paramesham

PURCHASER

ANNEXURE- A

1.	Names of Purchaser:	1.Mrs. Thati Lakshmi 2.Mr. Thati Parameshwar
2.	Purchaser's permanent residential address:	H. No. 17-912, I. N. Nagar, Malkajgiri, Hyderabad - 500047
3.	Purchaser's address for correspondence:	H. No. 17-912, I. N. Nagar, Malkajgiri, Hyderabad – 500 047
4.	Purchaser's Email ID for correspondence:	parmesht@nexteducation.in
5.	Purchaser's Mobile no.:	9908555491 / 9346217323
6.	Pan no. of Purchaser:	AIDPL3320K & AHCPT2838G
7.	Aadhar card no. of Purchaser:	275282084578 & 405309925543
8.	Vendors address for correspondence	5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500 003
9.	Vendors Email ID for correspondence	cr@modiproperties.com
10.	Name address & registration no. of Owners Association	Vista Homes Owners Association, 5-4-187/3 & 4, Soham Mansion, M. G, Road, Secunderabad - 500 003 dated 08.02.2007. Regd no. 413/2007
11.	Corpus fund payable to Association	15,000/-
12.	Booking form no. & date	1422 dated 03.05.2018
13.	Type of flat	Deluxe
14.	Details of Scheduled Flat:	
	a. Flat no.:	F-003
	b. Undivided share of land:	57.71 Sq. yds.
	c. Super built-up area:	950 Sft.
	d. Built-up area + common area:	768+182 Sft.
	e. Carpet area	654 Sft.
	f. Car parking area	100 Sft.
15.	Total sale consideration:	Rs.29,29,000/- (Rupees Twenty Nine Lakhs Twenty Nine Thousand only)

16.	Details of advance paid:			
	Sl. No.	Date	Payment details	Amount
	a.	03.05.2018	Cheque	25,000/-
17.	Total advance paid:			

18.	Payment terms:		
	Installment	Due date for payment	Amount
	I	Within 15 days of booking	2,00,000/-
	II	Within 30 days of booking	4,39,350/-
	III	Within 7 days of casting slab	10,32,325/-
	IV	Within 7 days of completion of brick work & internal plastering	6,19,395/-
	V	Within 7 days of completing of flooring, bathroom tiles, doors, windows, first coat of paint, etc.	4,12,930-
	VI	On completion	2,00,000/-
19.	Scheduled date of completion:	12.11.2019	

20. Description of the Schedule Flat:
All that portion forming a Deluxe flat bearing no. 003 on the ground floor, in block. 'F' admeasuring 950 sft. of super built-up area (i.e., 768 sft. of built-up area + 182 sft. of common area, 649 sft of carpet area) together with proportionate undivided share of land to the extent of 57.71 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the housing project named as Vista Homes, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R.R. District and bounded as under:
North by: Open to sky
South by: Open to sky
East by: Open to sky
West by: 6'-6''wide corridor

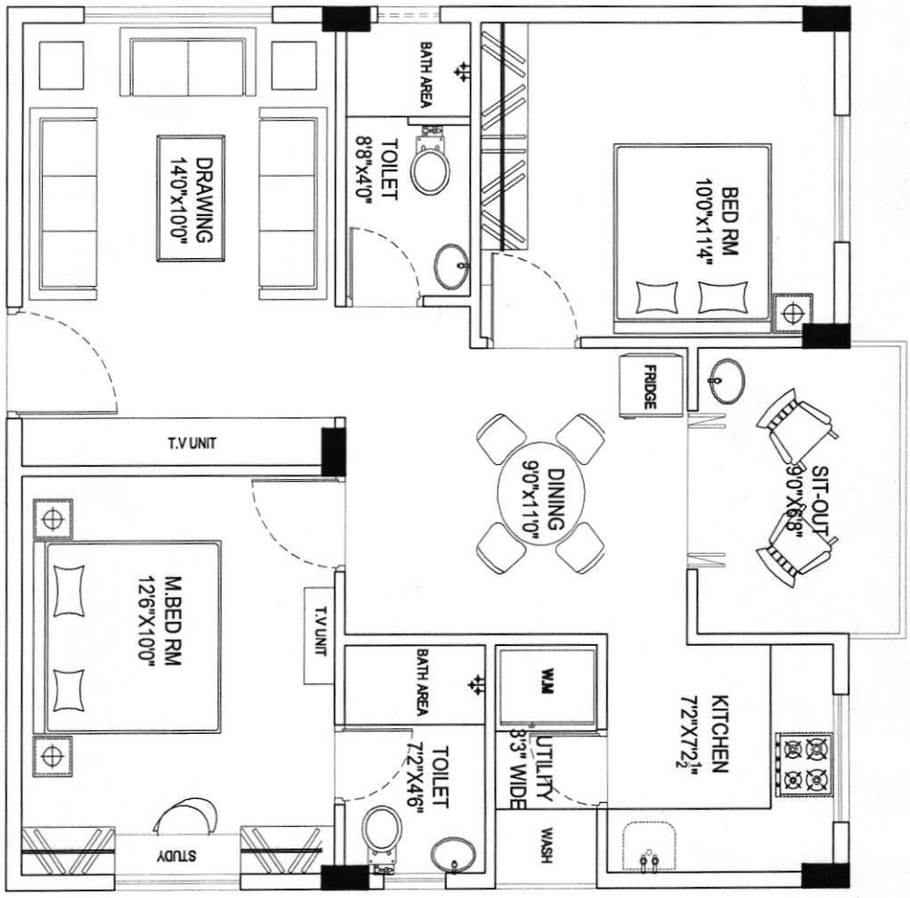
For M/s. VISTA HOMES
Authorised Signatory
VENDOR

For VISTA HOMES
Partner

T. Lakshmi
T. Parameshwar
PURCHASER

ANNEXURE- B

Plan of the Scheduled Flat:



TYPE- C

T. Lakshmi

For M/s. VISTA HOMES

Authorised Signatory

VENDOR

For VISTA HOMES

Partner

T. Paramesharan

PURCHASER