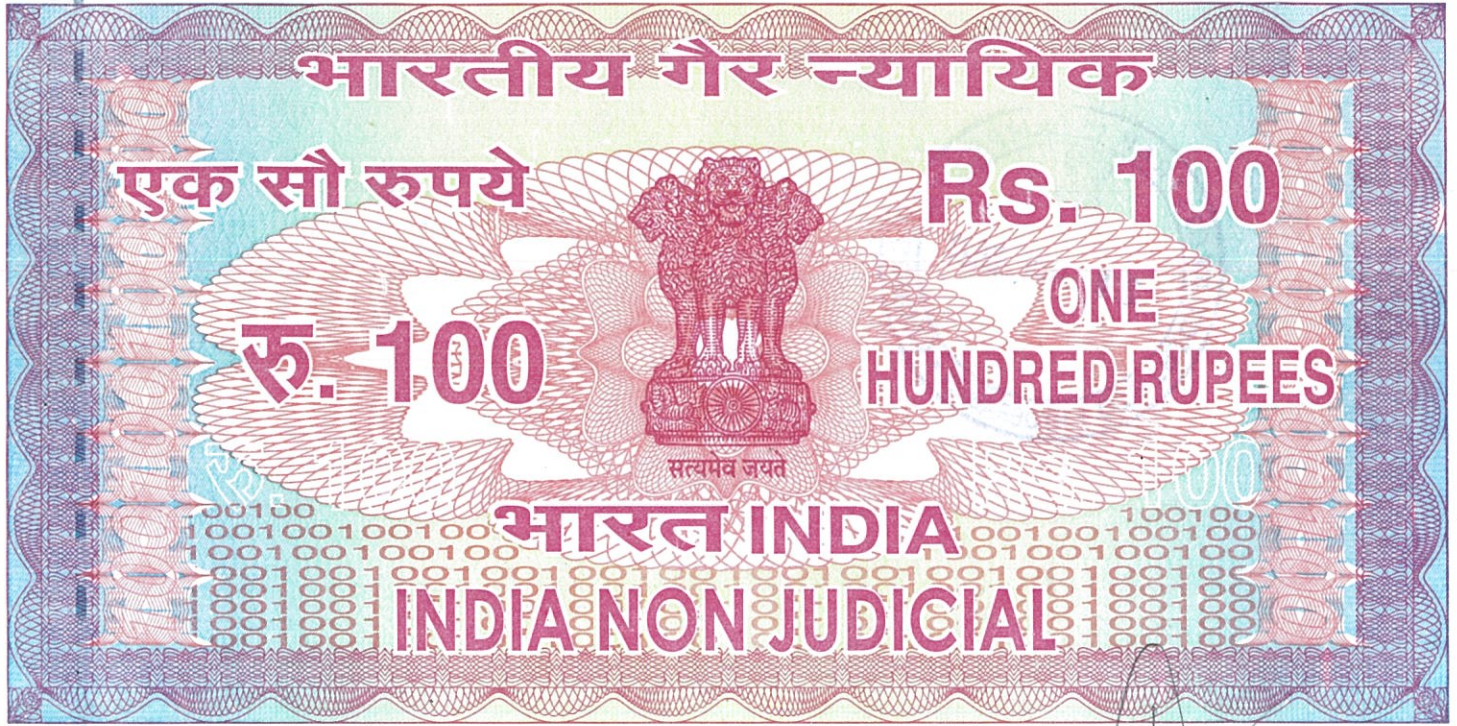




తెలంగాణ తెలంగాణ TELANGANA

AG 058736

SL. No. 18585, Date: 06-08-2021, Rupees: 100/-

Sold to : Ramesh,

S/o. Late Narsing Rao, R/o. Hyd.

For whom: Satyavani Homes JV, Hyd.

KODALI RADHIKA

Licensed Stamp Vendor Lic No. 7/10, 16/7/04/ 19-21

G6, Kubera Towers, Narayanaguda, Hyderabad-29.

Cell: 9866378260, 9440090826

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 2nd day of September, 2021 at Hyderabad by and between:

M/s. Satyavani Homes JV, a registered partnership having its office at A -203, Kushal Towers, Khairatabad, Hyderabad – 500 004, represented by its Managing Partner Mr. P. Surya Prakash, S/o. P. Hanumantha Rao, aged 56 years, Occupation: Consultant, hereinafter called the Vendor (which expression where the context so permits shall mean and include her heirs, successors, legal representative, executors, nominee, assignee etc.).

IN FAVOUR OF

Mr. Anand Mehta, son of Mr. Suresh Mehta, aged about 44 years, Occupation: Business, residing at R/o. 21, Bapubagh Colony, P.G. Road Secunderabad, Telangana - 500 003, hereinafter called the Buyer (which expression where the context so permits shall mean and include his heirs, successors, legal representative, executors, nominee, assignee etc.).

Anand Mehta

For Satya Vani Homes-J.V.

P. Surya Prakash

Partner

WHEREAS:

- A. The Vendor is the co-owner of land admeasuring 31,122 sq yds forming a part of Survey Nos. 97 & 98, situated at Annojiguda Village, under Pocharam Grampanchayat, Ghatkesar Revenue Mandal, Medchal-Malkajgiri District, Telangana State, (hereinafter referred to as the Scheduled Land). The details of the ownership of the Co-owners in Schedule Land is as follows:
- M/s. Satyavani Homes JV, Owner no. 1 – Ac 1-21 gts., i.e., 7,377 sq yds.
 - Mr. Ashish Wadhawan, Owner no. 2 – 20,885 sq yds.
 - Mr. D. Sathi Reddy & Mr. K.M. Reddy, Owner no. 3 & 4 – 400 sq yds.
 - Mr. Suresh Agarwal & Mr. Abhishek Garg, Owner no. 5 & 6 – 400 sq yds.
 - Mr. G. Srihari and Mrs. G. Latha, Owner no. 7 & 8 – 2,060 sq yds.
- B. The Vendor along with the Co-owners intends to develop the land into a commercial-cum-residential complex and has agreed to enter into a Joint Development Agreement with M/s. Venkata Praneeth Group Developers Pvt. Ltd., having its office at Plot no. 797, 3rd & 4th floors, Aarka Prime, Road no. 36, Jubilee Hills, Hyderabad – 500 0034, Telangana (hereinafter referred to as the Developer). The Vendor, Co-owners and the Developer have agreed to develop the land as under:
- A Housing Complex consisting of 4 highrise blocks labeled as A to D shall be developed on Schedule Land along with other common amenities and facilities by the Developer at its cost.
 - The details of the sharing ratio of flats between the Vendor, Co-owners and the Developer has been agreed to amongst themselves.
 - A Commercial-cum-Residential Complex consisting of one highrise block labeled as block E shall be developed on the Schedule Land shall be developed by the Vendor at its risk and cost.
 - Each highrise blocks of the Housing Complex shall consist of parking in basements and/or stilt floor + 15 upper floors of flats.
 - Parking shall be provided in basement / stilt floors. Atleast one car parking, admeasuring about 105 sft shall be provided for each Flat(s).
 - A clubhouse of admeasuring about 3% of the total built-up area of the Housing Complex shall be constructed on the Scheduled Land with facilities like banquet hall, gym, recreation room, swimming pool, etc.
 - Flat(s) shall be sold to prospective customers wherein the customer will become the absolute owner of his/her Flat(s) along with car parking and undivided share in the Scheduled Land, as a package. The Flat(s) along with car parking and undivided share of land is herein after referred to as Flat(s).
 - 2BHK and/or 3BHK Flats are proposed to be constructed in each block.
 - Common amenities and utility services like roads, footpaths, water supply, electric power supply, children's park, tree plantation, sports facilities, etc., shall also be developed on the Scheduled Land.
 - Such common amenities and clubhouse shall be enjoyed as common amenities by the prospective purchasers of the Flat(s) and shall hereinafter be referred to as Common Amenities.
- C. The Developer/Vendor have agreed to take the entire responsibility of developing the housing-cum-commercial complex at their risk and cost.



For **Satya Vani Homes-J.V.**


Partner

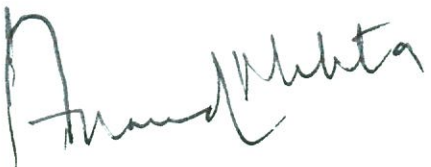
- D. The Vendor and Co-owners have made an application for building permit to HMDA for the entire A block and part of B block. HMDA has approved the application for building permit and issued a demand letter for payment of fees and charges. The Vendor/Developer have paid the fees and charges to HMDA. The building permit is expected shortly.
- E. The Buyer is desirous of purchasing flat no. A0311, in block A, 3rd floor, having an super built up area of 1,060 sft, along with undivided share of land of 29.68 sq yds and a car parking in the basement floor, proposed to be constructed on the Scheduled Land from the Vendor. The flat along with car parking and undivided share of land is hereinafter referred to as the Scheduled Flat and more fully detailed hereunder.
- F. The Vendor confirms that the Scheduled Flat falls to its share and is absolutely entitled to sell it to any intending purchaser.
- G. The Buyer has agreed to buy and the Vendor has agreed to sell the Scheduled Flat for a total consideration of Rs. 26,50,000/- (Rupees Twenty Six Lakhs Fifty Thousand Only).
- H. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase the Schedule Flat together with proportionate undivided share in land and parking space, as a package, as detailed below in the proposed residential cum commercial complex being developed on the Scheduled Land.

Description of Schedule Flat:

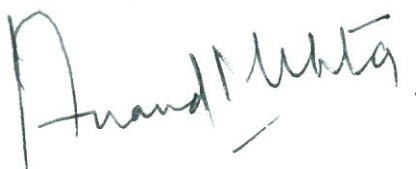
- a) Flat no. A0311 admeasuring 1,060 sft. of super built-up area.
 - b) An undivided share in the Schedule Land to the extent of 29.68 sq yds.
 - c) A reserved parking space for single car.
2. That the total sale consideration for the above flat shall be Rs. 26,50,000/- (Rupees Twenty Six Lakhs Fifty Thousand Only).
3. That the Buyer has paid an amount of Rs. 25,00,000/- to the Vendor by way of payorder no. 595966 dated 01-09-2021 drawn on YES Bank, the receipt of which is admitted and acknowledged by the Vendor.
4. It is agreed between the parties herein that the total sale consideration includes:
- i. Charges for provision of water & electric supply.
 - ii. Charges for providing generator backup.
 - iii. Charges for providing amenities detailed above.



For **Satya Vani Homes-J.V.**


Partner

5. It is agreed between the parties herein that the total sale consideration shall exclude the following and shall be paid separately by the Buyer at the time of handover of the Scheduled Flat completed in all respects to the Buyer by the Vendor :
 - i. GST.
 - ii. Stamp duty and registration charges for registration of sale deed.
 - iii. Corpus fund to the Owners Association, if any.
6. The Buyer agrees to pay the balance sale consideration amount of Rs. 1,50,000/- to the Vendor at the time of handover of fully completed Scheduled Flat to the Buyer.
7. The Vendor agrees to handover the fully completed Scheduled Flat to the Buyer within 24 months from the date of this agreement. In case of delay beyond the said period the Buyer shall be entitled to seek refund of the amount paid along with interest calculated at 18% per annum.
8. The Vendor gives guarantee of title to the Buyer. The Vendor confirms that the Schedule Flat is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.
9. The Vendor agrees to refund the entire consideration paid by the Buyer to it, along with interest calculated at 18% per annum, in case of any one of the following:
 - a. Failure to obtain building permit within 6 months of this agreement.
 - b. Failure to obtain RERA registration within 6 months of this agreement
 - c. Failure to enter into a registered JDA with the Developer within 3 months of this agreement.
 - d. Failure to start construction of block A within 6 months of this agreement.
10. That on payment of the full consideration amount as mentioned above and the Vendor shall deliver the possession of the Schedule Flat to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the Schedule Flat and enjoy the same with all the rights and privileges of an owner.
11. The Buyer shall be entitled to seek remedy against any default by the Vendor through any court of law, RERA authorities, consumer courts/forum, etc., within the jurisdiction of Hyderabad/Telangana.
12. The Buyer shall be entitled to all the rights and privileges given under the RERA Act and rules framed under the Act. The Vendor agrees to adhere to the guidelines stipulated under the Act.
13. The Vendor agrees to execute Conveyance deed in favour of the Buyer or its nominees on payment of the entire consideration.



For **Satya Vani Homes-J. V.**

Partner

DESCRIPTION OF THE SCHEDULE FLAT

All that portion forming flat no. A0311 on the third floor, admeasuring 1,060 sft. of super built-up area together with proportionate undivided share of land to the extent of 29.68 sq. yds. and reserved parking space for single car in the residential complex known as Praneet Pranav Experia, situated at Survey Nos. 97 & 98, situated at Annojiguda Village, under Pocharam Grampanchayat, Ghatkesar Revenue Mandal, Medchal-Malkajgiri District, Telangana State, marked in red in the plan enclosed and bounded as under:

North By	Corridor
South By	Falt no. A0308
East By	Open to Sky
West By	Open to Sky

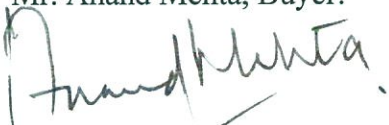
IN WITNESSES WHEREOF this Agreement of Sale is made and executed on the date above mentioned at Hyderabad by the parties hereto in presence of the witnesses mentioned below.

M/s. Satyavani Homes JV,
Represented by Mr. Suyra Prakash, Vendor:

For **Satya Vani Homes-J.V.**


Partner

Mr. Anand Mehta, Buyer:



Witness no.1:

Witness no. 2:

Request for Cancellation of Agreement of Sale

From,
Mr. Anand Mehta,
S/o. Shri Suresh Mehta,
R/o. 21, Bapubagh Colony, P.G. Road,
Secunderabad – 500 003.

Date: 1st October, 2021.

To,
Mr. P. Surya Prakash
M/s. Satyavani Homes JV,
A -203, Kushal Towers,
Khairtabad, Hyderabad – 500 004.

Subject: Cancellation of agreement of sale and refund of amount.

Reference: Agreement of sale dated 2nd September, 2021 for purchase of flat no. A0311 that is proposed to be constructed on land admeasuring 31,122 sq yds situated at Survey Nos. 97 & 98, situated at Annojiguda Village, under Pocharam Grampanchayat, Ghatkesar Revenue Mandal, Medchal-Malkajgiri District, Telangana State.

Sir,

Due to the inordinate delay in commencement of project we would like to cancel the agreement of sale referred to above.

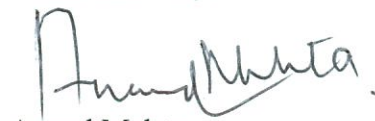
As per our understanding you have agreed to consider our request for cancellation of the agreement of sale subject to the following:

1. The agreement of sale shall stand cancelled provided the advance of Rs. 25,00,000/- that has been paid to you is refunded to me, in full before 31st December, 2021. In case the entire refund is received before 31st December, 2021 the agreement of sale shall automatically stand cancelled and I shall have no right, title, interest or claim against you or the said flat thereafter.
2. In case of failure to refund the entire Rs. 25,00,000/- before 31st December, 2021 the above referred agreement of sale shall continue to be in force and you shall be liable to perform your obligations as per the terms and conditions mentioned in the agreement of sale.

Please sign a copy of this letter as confirmation of the above.

Thank You.

Yours sincerely,



Anand Mehta.

Accepted & confirmed by:
For **Satya Vani Homes-J.V.**

Sign:

Name: P. Surya Prakash
M/s. Satyavani Homes JV,

Partne

Date: _____.