भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

S.No. 6103 Date:06-03-2017

Sold to: RAMESH

S/o.Late NARASING RAO

For Whom: M/s. NILGIRI ESTATES

G 823722

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

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 10th day of April 2017 at Secunderabad by and between:

1. M/S. NILGIRI ESTATES, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 003.

2. M/S. MODI & MODI CONSTRUCTIONS, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad 500 003.

hereinafter jointly referred to as the 'Vendors' and severally as Vendor No. 1 and Vendor no. 2, respectively.

In favour of

Mr. Gajula Pradeep Kumar, son of Mr. G. Satyanarayana, aged about 33 years, residing at H. No. 15, Ground Floor, Netaji Colony 2nd Cross Street, 1st Main Road, Velachery, Chennai - 600042, Tamilnadu, hereinafter referred to as the 'Vendee'

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI

DISTRICT REGISTRAR (SR DEPOT)
16 FEB 2017
HYDERABAD

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

WHEREAS:

A) Shri Mangali Narsimha, S/o. Mangali Anjaiah was the original pattedar of agricultural land admeasuring about Ac. 10-01 Gts., in survey no. 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District having purchased the same in a Government auction dated 21.1.1952.

B) Shri Mangali Narsimha, S/o. Mangali Anjaiah sold the above said land to Shri Panchamdas Mahanth, S/o. Gulabdas vide sale deed bearing document no. 1581/1978 dated 30.08.1978 registered at SRO Medchal.

C) Shri Panchamdas Mahanth, S/o. Gulabdas inturn sold the same land to Mr. Cheera Yellaiah, Mr. Cheera Ramachandraiah and Mr. Cheera Narsimha, all sons of Mr. Cheera Pentaiah vide sale deed bearing document no. 6278/1985 dated 04.09.1985 registered at the District Registrars Office, Ranga Reddy District

D) The names of Shri Cheera Yellaiah, Shri.Cheera Ramachandraiah and Mr. Cheera Narsimha were mutated in the revenue records vide proceeding no. B/514/88 dated 18.8.1988. Patta passbooks and title books were issued in their favour by the MRO Keesara Mandal, the details of which are given below:

S.No.	Name of Pattedar	Passbook no.	Titlebook no.	Extent Sy. No.100/2
1.	Cheera Ramachandraiah	129986	51592	Ac. 3-14 Gts.,
2.	Cheera Yellaiah	129987	51594	Ac. 3-14 Gts.,
3.	Cheera Narsimha	129985	51599	Ac. 3-13 Gts

E) Shri Cheera Ramachandraiah sold a portion of land owned by him admeasuring about Ac 0-09 Gts., 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District to Shri N. Suresh Kumar vide sale deed bearing document no. 2112/06 dated 08.02.2006 registered at SRO Shamirpet.

F) Shri Cheera Yellaiah sold a portion of the land owned by him through his registered general power of attorney holder Mr. Laxmi Narayana (GPA registered as doc no. 4557 dated 21.07.2005 at SRO Shamirpet), admeasuring about Ac. 2-27 ¼ Gts., to Ms. Anuradha vide sale deed bearing document no. 9148/05 dated 19.12.2005 registered at SRO Shamirpet. Ms. Anuradha has in turn sold the Ac. 2-27 ¼ Gts., to M/s. Matrix Constructions vide sale deed bearing no. 278/06 dated 06.01.2006 registered at SRO Shamirpet. M/s. Matrix Construction a registered partnership firm (firm registration no. 2355 of 2005) sold the said land admeasuring Ac. 2-27¼ Gts., to B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy vide sale deed bearing document no. 15475/06 dated 18.10.2006 registered at SRO Shamirpet.

G) Shri Cheera Yellaiah sold another portion of the land owned by him through his registered general power of attorney holder Mr. R. Rajendra Singh (GPA registered as doc no. 4556 dated 21.07.2005 at SRO Shamirpet) admeasuring about Ac. 0-26 ¾ Gts., to Mr. L. Gridhar Rao vide sale deed bearing document no. 279/06 dated 06.01.2006 registered at SRO Shamirpet. Mr. L. Gridhar Rao has in turn sold Ac. 0-26 ¾ Gts., to B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy vide sale deed bearing no. 15476/06 dated 18.1.2006 registered at SRO Shamirpet.

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H) As per the proceedings of the MRO bearing nos. 5016 & 5017 dated 05.01.2007 & 11.01.2007, the names of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy were mutated in the revenue records. Pahanis for the year 2006/07 reflect the name of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy as owners and possessors of land admeasuring about Ac. 3-14 Gts. in survey no. 100/2 Rampally Village, Keesara Mandal, Ranga Reddy District. Patta Passbook and title book have been issued in favour of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayna & K. Narsimha Reddy by the Mandal Revenue Office, Keesara Mandal, R.R. District as per the details given below:

S.No.	Name of Pattedar	Patta & Passbook no.	Titlebook no.	Extent Sy. No.100/2
1.	K. Narsimha Reddy	1539 & 488553	488553	Ac. 0-34.5 Gts.,
2.	K. Madhusudhan Reddy	1537 & 488557	488557	Ac. 0-34.5Gts.
3.	V. Sathyanarayana	1536 & 488552	488552	Ac. 0-34.5Gts.
4.	B.B. Naidu	1538 & 488556	488556	Ac. 0-34.5Gts.

I) Accordingly, C. Ramachandraiah, C. Narsimha, K. Narsimha Reddy, K. Madhusudhan Reddy, V. Satyanarayana and B.B. Naidu (herein jointly referred to as the Original Owners) became the owners and possessors of land admeasuring about Ac. 9-32 Gts., in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District (hereinafter referred to as the Scheduled Land A and more fully described in the schedule given hereunder).

J) K. Narsimha Reddy, K. Madhusudhan Reddy, V. Satyanarayana and B.B. Naidu had executed two Agreement of Sale cum General Power of Attorneys in favour of K. Laxminarayana and P. Kashinath Yadav for a portion of Scheduled Land A admeasuring about Ac. 0-26 ¾ Gts., and Ac. 2-27 ¼ Gts., vide registered documents bearing no. 2232/08 and 2231/08 both dated 26.03.08 registered at SRO Keesara.

K) The Original Owners along with K. Laxminarayana and P. Kashinath Yadav, through several registered Agreement of Sale cum GPA with Possession and sale deeds have sold the entire Scheduled Land A to Vendor no. 1 & Vendor 2 herein as per the details given below. The agreements and deeds were registered at SRO Keesara.

S. No.	Document type	Document no.	Document date	Area (Ac.-gts)	Vendor	Purchaser
1.	Agr. of sale cum GPA	4762/08	03.07.08	2-05	Cheera Ramachandraiah & others	Modi & Modi Constructions
2.	Agr. of sale cum GPA	3595/08	24.07.08	1-00	Cheera Ramachandraiah & others	Modi & Modi Constructions
3.	Agr. of sale cum GPA	4736/08	05.07.08	2-13	Cheera Ramachandraiah & others	Modi & Modi Constructions
4.	Agr. of sale cum GPA	3594/08	24.07.08	1-00	Cheera Nasimha & others	Modi & Modi Constructions

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5.	Sale deed	7874/08	18.09.08	1-14	B. B. Naidu & others represented by their Agr. of Sale cum GPA holders K. Laxminarayana & others	Nilgiri Estates
6.	Sale deed	9605/08	06.12.08	2-00	B. B. Naidu & others represented by their Agr. of Sale cum GPA holders K. Laxminarayana & others	Nilgiri Estates

L) Subsequently M/s. Modi & Modi Constructions as AGPA holder of C. Ramachandraiah & others, has executed a sale deed in its favour for land admeasuring Ac. 2-05 Gts., Ac. 2-13 Gts., . 1-00 Gts., and Ac. 1-00 Gts., registered as document nos. 581/10, 580/10, 2151/15 and 2153/15 at the SRO Keesara and Shamirpet.

M) By way of the above referred documents, deeds, agreements, etc., the Vendors have become absolute owners and possessors of land admeasuring about Ac. 9-32 Gts., in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Ranga Reddy District, the Scheduled Land A.

N) Whereas Late Shri Pirangi Balaiah, Late Shri Pirangi Venkataiah, Late Shri Pirangi Kistaiah and Late Shri Pirangi Yadaiah, all sons of Late Pirangi Laxmipathi, were the owners and pattedars of land admeasuring about Ac. 18-22 Gts., in Sy. Nos. 75 to 79 and 92 to 99 of Rampally Village, Keesara Mandal, Ranga Reddy District. These lands were self acquired lands of the these owners.

O) After the death of the above referred owners their respective heirs had become the owners and possessors of the said land. Vide partition deed registered as document no. 3745 of 2005 dated 15.06.2005 registered at sub registrar Shamirpet the land admeasuring about Ac. 18-22 Gts., in Sy. Nos. 75 to 79 and 92 to 99 of Rampally Village, Keesara Mandal, Ranga Reddy District was partitioned among the legal heirs of the above referred owners.

P) By virtue of the said partition deed P. Rajaiah alias Raju, S/o. Late P. Yadiah became the exclusive owner of about Ac. 2-28 Gts., in Sy. Nos. 75, 77, 78, 79 & 96 of Rampally Village, Keesara Mandal, Ranga Reddy District. By virtue of proceeding no. B/93/06 dated 6.10.2006 the name of P. Rajaiah was mutated in the revenue records and patta passbook and title book were issued in his favour as per the details given below.

Name of Pattedar	Patta / Passbook no.	Titlebook no.	Survey Nos.	Extent of land
Pirangi Rajaiah	414 / 129989	29853	75	Ac. 1-00 Gts.
			77	Ac. 0-04 Gts.
			78	Ac. 1-11 Gts.
			79	Ac. 0-09 Gts.
			96	Ac. 0-04 Gts.

Q) P. Rajaiah sold a portion of land admeasuring about Ac. 0-14 Gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96 of Rampally Village, Keesara Mandal, Ranga Reddy District (hereinafter referred to as the Scheduled Land B, which is more fully described in the schedule given herein) to Vendor No. 2 herein, vide agreement of sale cum General Power of Attorney with Possession registered as document no. 6922/08 registered at SRO Keesara and subsequently, M/s. Modi Constructions as AGPA of Mr. P. Rajaiah, executed a sale deed in its favour for the Scheduled Land 'B', registered as document no. 2154/2015 dated 03.06.2015 at the SRO, Shamirpet.

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R) The Vendors thus became the owners of Ac. 10-06 gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District (hereinafter referred to as the Scheduled Land C, which is more fully described in the schedule given herein).

S) Vendor no.1 & Vendor no. 2 are sister firms operating out of the same office with Shri. Soham Modi as a Managing Partner of both the firms. In an internal arrangement between the Vendors it has been decided that the Scheduled Land C shall be developed by Vendor no. 1 herein and it shall be the sole recipient of any consideration received from prospective purchasers from sale of the land or constructions like flats / villas / commercial space. Further, all costs for development of the land including permits, sanctions, fees, construction cost and the like shall be entirely borne by Vendor no.1.

T) The Scheduled Land C is proposed to be developed into a residential complex. Accordingly, permit for construction on the Scheduled Land C admeasuring Ac. 10-06 gts., was granted by HMDA in file no. 001839/MP2/Plg/HMDA/2013 vide permit no. 05/MP2/Plg/HMDA/2015. Date 21.10.2016. As per the said permit 188 villas are being developed on a portion of Scheduled Land C along with amenities like roads, electric power supply, water supply, clubhouse, parks, etc.

U) By virtue of the above documents, the Vendors have absolute rights to develop the Scheduled Land C and it is absolutely entitled to sell villas along with plot of land.

V) The proposed project of development on the entire Scheduled Land C is styled as 'Nilgiri Estate'.

W) The Vendors proposes to develop a portion of the Scheduled Land C by constructing about 188 independent villas of similar size, elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, 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.

X) The Vendor in the scheme of the development of Nilgiri Estate 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 the Vendor may execute a Sale Deed in favour of the Vendee before commencing or during construction of the villa.

Y) The Vendee has inspected all the documents of the title of the Vendors in respect of the Scheduled Land C and the plot of land bearing plot no. 123 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 Nilgiri Estate. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.

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Z) The Vendee is desirous of purchasing a plot of land together with a villa to be constructed thereon as detailed below in the project, Nilgiri Estate and the Vendor is desirous of selling the same.

Plot No.	Extent of land	Type of Villa	Total Area
123	125 Sq. yds.	BB1 - Duplex	1695 sft

AA) The Vendee has made a provisional booking vide booking form no. 1014 dated 17.03.2017 for the above referred villa and has paid a booking amount of Rs. 25,000/- to the Vendor.

BB) 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, plot of land admeasuring about 125 sq. yds. bearing plot no. 123 at Nilgiri Estate forming a part of Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District, together with a Deluxe villa to be constructed/already constructed/under construction thereon as per the specifications and other terms and conditions contained herein and which is more-fully described in the schedule given under and in the plan annexed hereto (the said plot of land and the villa to be constructed is herein after referred to as the Scheduled Property) for a total consideration of Rs. 41,00,000/- (Rupees Forty One Lakhs Only). The breakup of the total consideration is as under:

2. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration 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 land.

Date	Mode of Payment	Amount
26.03.2017	NEFT	25,000/-

3. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 40,75,000/- to the Vendor as under. The Vendor shall intimate the Vendee the stage of construction for payment of the installments given below in writing to their last known address or by email (to gpradeep82@gmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.

Installment	Due date for payment	Amount
I	Within 15 days of booking	2,00,000/-
II	Within 30 days of booking	6,15,000/-
III	On completion of footings & plinth	9,18,000/-
IV	On completion of RCC works	9,18,000/-
V	On completion of Civil works	6,12,000/-
VI	On completion of flooring, doors, windows, I coat of paint etc.,	6,12,000/-
VII	On completion	2,00,000/-

4. That the Vendee shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Vendee shall pay such installments on or before the due dates.

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5. In case the Scheduled Property is completed before the scheduled date of completion / delivery mentioned below, 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.

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 will 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 Nilgiri Estate. 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.

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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.

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 and the authority of Vendor to transfer the rights hereunder and the Vendee shall not hereafter, raise any objection on this count. That the Vendor 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 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.

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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 31.10.2018 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. 5/- 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.

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 Nilgiri Estate shall always be called as such and shall not be changed.

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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 2021, whichever is later and all the villas in the project of Nilgiri Estate shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Vendee shall not raise any obstructions / 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 Nilgiri Estate. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in Nilgiri Estate 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 withstanding 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.

27. That the Vendor shall construct the villa on the Schedule Property etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Annexure II 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 Vendors are developing the Scheduled Land C in phases and proposed to merge the entire development on the Scheduled Land C as a single residential complex with amenities being shared by the residents of the units proposed to be constructed on the said land. The Vendee shall not object to the further developments being taken up on the balance portion of the Scheduled Land C. 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 balance portion of land.

30. 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 Nilgiri Estate 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.

31. 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 Nilgiri Estate project and in respect to the Scheduled Property and also the adjoining areas.

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32. 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.

33. 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 Nilgiri Estate.

34. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Nilgiri Estate 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.

35. 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 Nilgiri Estate. 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 Nilgiri Estate (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 .

36. 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.

37. 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.

38. 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.

39. 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.

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40. 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.

41. 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.

42. 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.

SCHEDULED LAND 'A'

ALL THAT PIECE AND PARCEL OF LAND admeasuring about Ac. 9-32 Gts., in survey no. 100/2 Rampally Village, Keesara Mandal, Ranga Reddy District., and bounded by:

North	Huda Approved Layout
South	Sy. No. 100/1
East	Village Boundary of Yamnampet Village
West	Neighbours land & 30 ft wide Road

SCHEDULED LAND 'B'

ALL THAT PIECE AND PARCEL OF LAND admeasuring about Ac. 0-14 Gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96 of Rampally Village, Keesara Mandal, Ranga Reddy and bounded by:

North	Huda Approved Layout & 60' wide road
South	Land belonging to P. Bikshapathi & others
East	Land belonging to Vendors in Sy. No. 100/2
West	Neighbours Land

SCHEDULED LAND 'C'

ALL THAT PIECE AND PARCEL OF LAND admeasuring about Ac. 10-06 gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District and bounded by:

North	Huda Approved Layout & 60' wide road
South	Sy. No. 100/1
East	Village Boundary of Yamnampet Village
West	Neighbours land & 30 ft wide Road

WITNESS:

1.

2.

For NILGIRI ESTATES

Partner

VENDOR No. 1

For MODI & MODI CONSTRUCTIONS

Partner

VENDOR No. 2

VENDEE

SCHEDULED PROPERTY

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 123 admeasuring about 125 sq. yds. forming a part of land in Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy., marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot No. 122
South	Plot No. 124
East	30' wide Road
West	Plot No. 148

AND

ALL THAT DELUXE VILLA admeasuring about 1695 sq. ft. of built-up area to be constructed on the above said plot no. 123 as per the agreed specifications given in detail in Annexure II and as per the plan enclosed as Annexure III.

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 NILGIRI ESTATES

Partner

VENDOR No. 1

For MODI & MODI CONSTRUCTIONS

Partner

VENDOR No. 2

VENDEE

ANNEXURE-I

PLAN SHOWING PLOT BEARING NO. 123 ADMEASURING ABOUT 125 SQ. YDS. FORMING PART OF LAND OF SY. NOS. 75, 77, 78, 79 & 96, 100/2 OF RAMPALLY VILLAGE, KEESARA MANDAL, RANGA REDDY.

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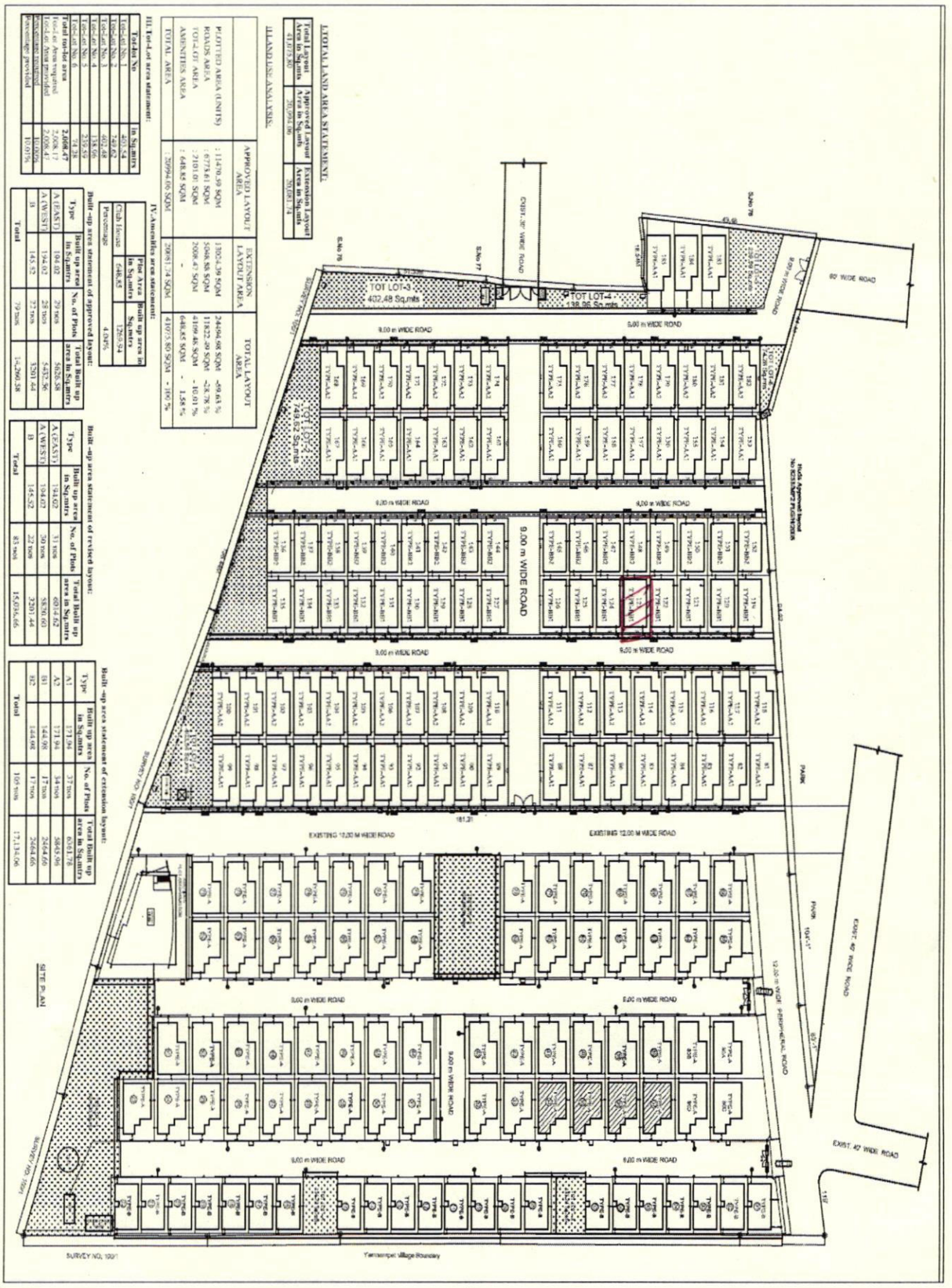

For NILGIRI ESTATES

Partner

VENDOR No. 1

For MODI & MODI CONSTRUCTIONS

Partner

VENDOR No. 2

VENDEE

ANNEXURE – II

SPECIFICATIONS OF DELUXE VILLA:

Item	Specifications
Structure	RCC
Walls	Cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	Branded 2 x 2 ft vitrified Tiles
Main door	Wood with polished panel door
Internal door frames	Wood with paint
Door shutters	Painted panel doors with dorset hardware
Windows	Aluminium sliding windows
Sanitary	Cera /Parryware / Hindware or equivalent brand
CP fittings	Branded quarter turn
Bathrooms	Branded designer tiles upto 7ft.
Kitchen	Granite slab with 2 ft dado and SS sink
Electrical	Copper wiring with modular switches
Plumbing	UPVC /CPVC/ PVC pipes.

For NILGIRI ESTATES

Partner

VENDOR No. 1

For MODI & MODI CONSTRUCTIONS

Partner

VENDOR No. 2

VENDEE

ANNEXURE – III

PLAN FOR CONSTRUCTION OF VILLA ON PLOT NO. 123ADMEASURING 1695 SFT. OF BUILT-UP AREA.

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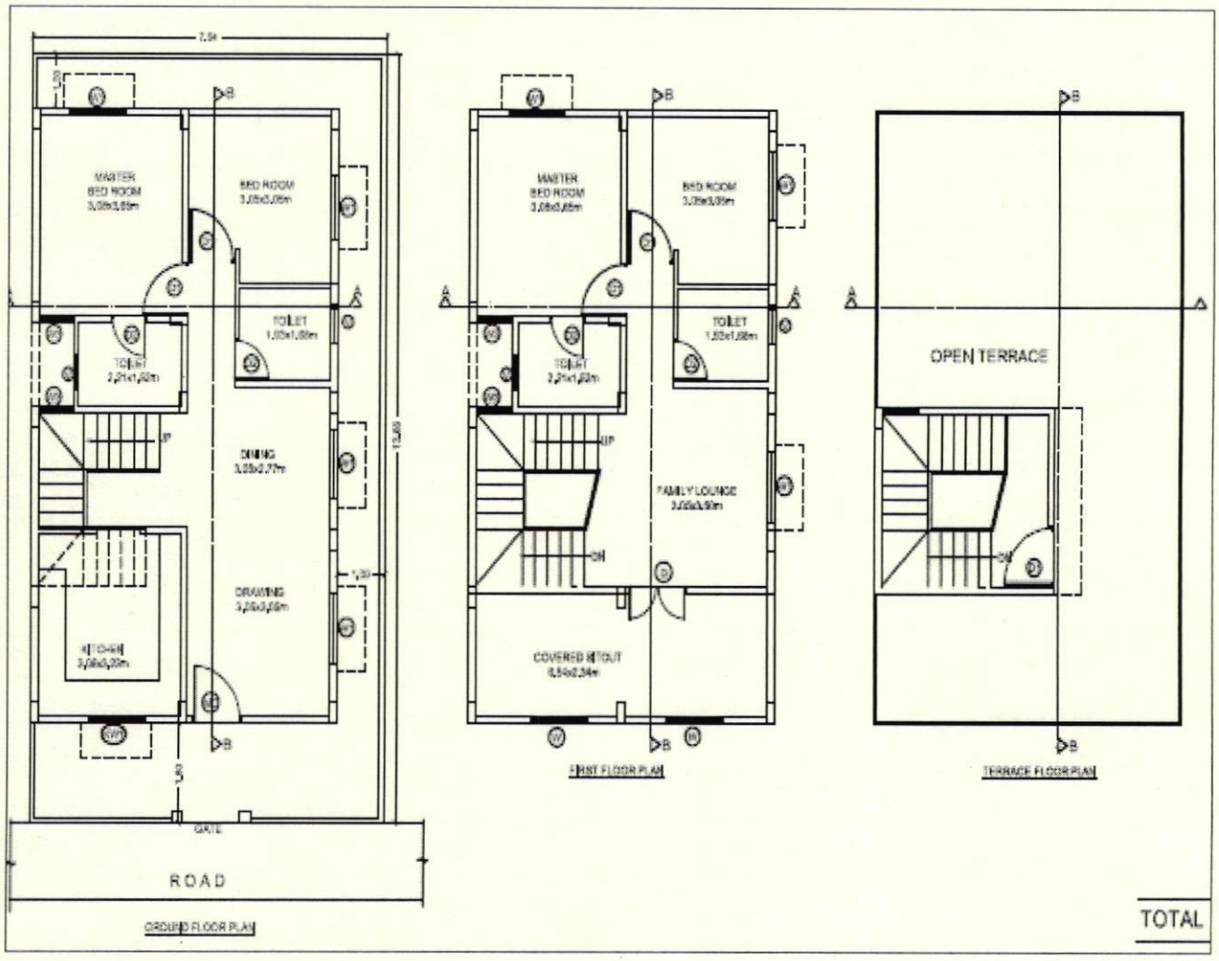

For NILGIRI ESTATES

Partner

VENDOR No. 1

For MODI & MODI CONSTRUCTIONS

Partner

VENDOR No. 2

VENDEE