

## AGREEMENT OF SALE

This agreement of sale is made and executed on this the \_\_\_\_ day of \_\_\_\_\_ ,  
2014 at Hyderabad.

1. Sri. C. Sudhakar Rao S/o. Late C.Narsing Rao, Aged about 62 years, Occ : Business,  
R/o. Flat No: 201, Sri Laxmi Enclave, Road No. 12, Vasavi Colony, L. B. Nagar,  
Hyderabad- 500035.
2. Sri. C. Jagapathi Rao S/o. Late C.Narsing Rao, Aged about 60 years, Occ : Business,  
R/o. Flat No : 102, Sri Laxmi Narayana Nilayam, Plot No. 46, Vasavi Colony,  
L. B. Nagar, Hyderabad- 500035.
3. Sri. C.Prabhakar Rao S/o. Late C.Narsing Rao, Aged about 58 years, Occ : Business,  
R/o. Flat No:306, Gayatri Nilayam,Chitra Layout, L.B.Nagar, Hyderabad- 500035.
4. Sri.C.Narender S/o. Late C. Narsing Rao, Aged about 55 years, Occ : Business,  
R/o. H. No. 2-2-1145/2/B, Tilak Nagar, Nallakunta, Hyderabad.
5. Smt. Sattu Ramadevi, D/o. Late C. Narsing Rao, W/o.Sri.S.Bhupathi Rao,Aged  
about 50 years, Occ: Housewife, R/o. H. No. 1-9-17/7, Plot No. 60/B, Street No. 8,  
Ravinder Nagar Colony,Habsiguda,Hyderabad.Consenting Party to this Deed.

Herein after called the '**VENDORS**'

**Represented** by their Development Agreement cum GPA Holders **M/s. S. V.Constructions** regd  
Office at H.No. 12-13-853/21, Nagarjuna Nagar Colony , Tarnaka, Hyderabad - 17. Vide  
Development Agreement Cum General Power Of Attorney Doct No . 3483/2012 ,Dated .  
07/04/2012, Registered at S.R.O, Uppal , Hyderabad.

**S.V.CONSTRUCTIONS** Represented by its

1. **Managing Partner Sri Y. SANJEEVA REDDY** S/o Sathi Reddy, Aged about 48 years, Occupation : Business, H. No :12-13-853/21, Nagarjuna Nagar Colony, Tarnaka, Hyderabad-17.
2. **Partner Sri T. JAYAPAL REDDY** S/o Ramachandra Reddy, Aged about 46 years, Occupation : Business, R/o Flat No. D, Abhinav Apts, Kakatiya Nagar, St .No. 1 Habsiguda, Hyderabad.

Herein after called the **‘DEVELOPERS’**

#### **IN FAVOUR OF**

**Smt . Srujana Gadhe, W/o Sri. Chandrakanth Gade,** Aged about 28 years, OCC : Employee, R/o. Flat No. G2, Plot No . 222,Srinivas Nilayam ,Budha Nagar, Uppal Depo, R.R.Dist.

**Sri . Chandrakanth Gade, S/o Sri. G. Bikshapathi,** Aged about 29 years, OCC : Software Engineer, R/o. Flat No. G2, Plot No . 222,Srinivas Nilayam ,Budha Nagar, Uppal Depo, R.R.Dist.

Hereafter called the **‘VENDEE’**.

The term **VENDORS , DEVELOPERS AND VENDEE** shall mean and include unless repugnant to the subject or context all their respective legal heirs, agents, administrators, successors and legal representatives etc.

Whereas the Vendors are the absolute owners and possessors of the land admeasuring 4869 Sq. Yards in Sy No.150 and 151, situated at Boduppall Village and GramPanchayat, Ghatkesar Mandal, R. R. Dist., by virtue of a Regd. Sale Deed bearing Doct. No . 2705/1979, dated 16-05-1979 Registered at Hyderabad East, here in after called **SCHEDULE ‘A’ PROPERTY**.

Whereas the Land Owners with an intention to develop the Schedule ‘A’ property into residential building have executed a written Development Agreement

Cum General Power Of Attorney Dated 7<sup>th</sup> Day of April 2012 in favour of **M/S S. V. Constructions** an extent of 4869 Sq.Yds, those who were carrying on business in civil construction works viz., construction of Multi-storied buildings, Flats etc, and the Vendor had entered into a Development Agreement with the Developers to construct Residential Apartment in the Open Plot in Sy No.150 and 151, admeasuring 4869 Sq. Yards situated at Boduppall Village and Gram panchayath, Ghatkesar Mandal, R.R. Dist., here in after called **said Apartment**.

Whereas the Developers obtained technical permission from HMDA vide Lr.no.32/BP/ZO-I/GTKR/HMDA/2011, Dated 22-12-2011 to construct a Residential Apartment, cellar +Ground +5Upper Floors, which is approved by Boduppall, Grampanchayat vide permit No GP.Bd./50/12-13, Dated 24-04-2012.

Whereas the purchaser has approached the Developers to purchase a Flat bearing No.**510** Which Comes under developers share as per Development Agreement Cum General Power Of Attorney in **Fifth Floor** in the said Apartment known as **SV's Pride - Chintalapalli Narsinga Rao Residency**, admeasuring **1660 Sft** inclusive of common area together with car parking and proportionate undivided share of land **72.00 Sq. Yards** on the Open Plot in Sy No.150 and 151, admeasuring 4869 Sq. Yards situated at Boduppall Village and Gram Panchayath, Ghatkesar Mandal, R. R Dist., here in after called **SCHEDULE 'B' PROPERTY**, for a total sale consideration of **Rs. 39,02,000/- (Rupees Thirty Nine Lakhs and Two Thousand Only)**. and the developers agreed and accepted for the same, subject to the following terms and conditions mentioned hereof,

**NOW THIS AGREEMENT OF SALE WITNESSETH AS UNDER:**

1. The developers shall construct the said Flat bearing No. **510** in **Fifth Floor** in the Apartment known as **SV's Pride - Chintalapalli Narsinga Rao Residency**, admeasuring **1660 Sft** inclusive of common area together with car parking and proportionate undivided share of land **72.00 Sq. Yards** on of the Open Plot in Sy No.150 and 151, admeasuring 4869 Sq. Yards situated at Boduppall Village and Gram Panchayat, Ghatkesar Mandal, R.R. Dist., for a total sale consideration of **Rs. 39,02,000/- (Rupees Thirty Nine Lakhs and Two Thousand Only)**.

2. That the developers shall complete the construction of the said flat with all necessary fittings and fixtures handover the possession of the same within 6 months from the date of this Agreement.

3. The Purchaser had paid an amount of **Rs.3,00,000/- (Rupees Three Lakhs Only)** in the following manner.

i) **Rs .5,000/- (Rupees Five Thousand Only)** by way of cash dated on 07/12/2013 as an Advance.

ii) **Rs .95,000/- (Rupees Ninety Five Thousand Only)**through Cheque No. 019762, dated on 07/12/13 of ICICI Bank, Uppal Kalan Branch .

iii) **Rs .1,00,000/- (Rupees One Lakh Only)**through Cheque No. 019764, dated on 21/12/13 of ICICI Bank, Uppal Kalan Branch .

iv) **Rs .1,00,000/- (Rupees One Lakh Only)**through Cheque No. 019766, dated on 12/01/14 of ICICI Bank, Uppal Kalan Branch .

4. The Purchaser has to pay the remaining amount **Rs. 36,02,000/- (Rupees Thirty Six Lakhs and Two Thousand Only)** as per Schedule or at the time of registration, which ever is earlier.

5. Under any circumstances the Purchaser shall not delay payments of any of the amounts specified in Clause-4 above for more than one month from the due date. If he/she violates this condition, he/she shall be liable to forego a sum equivalent to 10% of the total amount payable under Clause-4 as liquidated damages from the amounts already paid by him/her to the Developers. And further the Developers shall be entitled to rescind this Agreement and sell the Flat being constructed for the Prospective Purchaser to any other party or parties of their choice on such terms and conditions as they deem fit and only then Developers shall refund the amount to the Purchaser if any balance is available after deducting the liquidated damages as mentioned above.

6. Within 15 days from the date of receipt of the written notice from the Developers that the said Flat is ready for use and occupation the Purchaser shall take possession of the said Flat failing which the Developers shall be entitled to recover a sum of 10% OF THE TOTAL AMOUNT PAYABLE UNDER Clause-4 supra above as liquidated damages from the amounts paid by the Purchaser.

7. The Purchaser shall be entitle to take possession of the said Flat only if he/she has duly observed and performed all the obligations and stipulations contained in the agreement and duly paid to the Developer all the amounts due and payable by him/her to the Developers.

8. The Developers assure and agreed with the Purchaser that they shall complete the construction of the said Flat within 6 months as stipulated time as mentioned above. However, in

the event of any delay in completion of the construction and in delivery of possession thereof for reasons beyond the control of the Developers viz., By reason of non-availability of construction material like steel, cement etc, or of layout of civil construction or on account of prevention, obstruction, prohibition by any judicial or statutory authority by reasons of any civil, contention, war and natural calamity etc, or due to any act of God, the Developers shall not be held responsible in any manner for such delay and shall not be in any way liable to compensate for the delay so occurred.

9. The Purchaser shall after the expiry of 15 days from the date of receipt of a written notice from the Developers referred to in Clause-6 above, that the said Flat is ready for use and occupation, the said Purchaser shall be liable to bear and pay all local and municipal taxes and charges for electricity, water and other services payable in respect of the said Flat.

10. The Purchaser of the said Flat shall not have any right whatsoever to cause obstruction or hindrance to the Developers while construction or completing the said building or any part thereof.

11. While the building is in course of construction and until the Purchasers has taken delivery of the said Flat all material used or to be used in construction the same shall remain at risk of the Developers.

12. The Purchasers from the date of receipt of the notice/intimation shall be liable to pay the proportionate share of the property tax, water charges, electricity, motor maintenance expenses, chowkidar expenses, etc., as decided by the ASSOCIATION of Flat Owners to be constituted and as provided therein.

13. The Purchaser shall not at any time demolish or cause to be demolished the said residential Flat or any part thereof or cause to be made any additions, alterations. The Purchaser further shall not close the verandas, lounges, balconies or build partition or make any alternation in the elevation and shall not alter the outside color scheme of the entire complex after taking possession of the same contrary to the wish of the majority of the co-owners of the building.

14. After the possession of the said Flat is handed over to the Purchasers, if any additions or alterations in or out or relating to the same or thereafter required to be carried out by the Purchaser they shall be carried out with the co-operation of the other co-owners at their own cost and the builder shall not in any way be liable or responsible for the same.

15. The Purchasers shall not use or cause to be used the said residential Flat or permit the same to be used for any purpose whatsoever other than the purpose for which it is intended to be used, nor for any purpose which may be likely to cause nuisance or annoyance to the neighboring Flat owners and occupier or for any illegal and immoral purposes.

16. The Purchasers shall not let out, sublet, transfer, convey charge or in any manner encumber or deal with or dispose of the said residential Flat or any part thereof their agreement, till all the dues whatsoever nature owing to the Developer are fully paid.

17. That as a matter of necessity, the Purchaser hereby conveys and agrees to use all sewages, drains and water courses now existing or hereafter to be erected and installed in the schedule mentioned property or any part thereof, and in the building in common with the co-owners and to permit freely to run and pass water and soil through and along the same or any of them and to share with other co-owners the cost of repairing and maintaining all common amenities such as roads, staircases, electric works etc.

18. That the Purchaser shall maintain the said Flat in good condition, state or order in which it is delivered to her/him and shall abide by all the bye-laws, rules and regulations of Government or APSEB or any other authorities and local bodies and shall also observe and perform the conveyance and shall attend and answer and be responsible for all actions, violations or any other conditions and rules and bye-laws and shall observe and perform all the terms and conditions of this agreement.

19. Further, it is agreed to that in case the Purchaser requires any other fittings and fixtures or mode of accommodations to be altered other than that specified then in that case such additional works shall be carried out by the Developers at the cost of the Purchaser and such additional cost as agreed to between the parties shall be paid by the purchaser, before occupying the Flat.

**SCHEDULE OF 'A' PROPERTY:**

All that the land admeasuring 4869 sq. yards in Sy No.150 , 151 of Boduppall Village & Grampanchayat, Ghatkesar Mandal, R.R. Dist. Bounded by.

North : Piece of land of owners in Sy.No. 150 & 151.

South : Land of Peerzadiguda Village .  
East : 80' Wide Road (Proposed 100' road)  
West : Part of land in Sy.No.151

**SCHEDULE 'B' PROPERTY:**

All that the Flat bearing No. **510** in **Fifth Floor** admeasuring **1660 Sft** including Common Area together with Car Parking in the Apartment as **SV's Pride - Chintalapalli Narsinga Rao Residency** proportionate undivided share of land **72.00 Sq. yards** on the Open Plot in Sy No.150 and 151, admeasuring 4869 Sq. Yards, situated at Boduppall Village and GP, Ghatkesar Mandal, R.R. Dist., bounded by

North : Open to sky  
South : Open to sky  
East : 6'6'' wide corridor  
West : Open to sky

IN WITNESSES WHEREOF the Vendor, Developers and vendee herein signed on this agreement of sale with their own free will and consent on the day, month and year above mentioned, in the presence of the following witnesses:

**WITNESSES:**

1.

**DEVELOPERS**

**(GPA Holders)**

2.

**VENDEE**