

AGREEMENT OF SALE

This agreement of sale of flat is made at Hyderabad on this the _____ day of March, _____ by and between:-

M/s. VIJETHA INFRA PROJECTS vide Reg. No. 4799/2018, **Pan No. AARFV2283P**, having its Office at # 12-1-520, 1st Floor, GSI Road, Anand Nagar, Bandlaguda, Nagole. Hyderabad – 500 068 represented by its Managing Partner **Sri CHEEDALLA VIVEK SAI**, S/o. Sri CHEEDALLA MADAN MOHAN, aged about 28 years, Occupation: Business, resident of Flat No.202, Block IV, Green Terraces, Mahanagar Homes Pvt. Ltd., Bandlaguda, Nagole, Hyderabad-500068. **(Aadhar No. 3392 8639 6096)**.

Hereinafter referred to as **“VENDOR/DEVELOPER”** Which term shall mean and includes his legal heirs, representatives, executors, administrators, nominees and assigns etc.
(Hereinafter called as **“Vendor”**)

IN FAVOUR OF

(Hereinafter referred to as **“VENDEE/PURCHASER”** Which term shall mean and includes his legal heirs, representatives, executors, administrators, nominees and assigns etc.)

(Hereinafter called as **“Vendee”**)

The term “Vendors rep by their Dev.Agr.cum GPA holder/Developer” and the “Vendee” here in used shall wherever the context so admits mean and include their heirs, executors, successors, legal representatives and assignees etc.,

WHEREAS the DEVELOPER/VENDOR is the Dev. Agr. Cum GPA Holder vide document no. 256/2020 an extent of land admeasuring an extent of Ac.1 - 12 Guntas or 6292 Sq. Yds. in Sy. No. 203 and 204, situated at ANMAGAL HAYATHNAGAR Village, Hayathnagar Revenue Mandal, Ranga Reddy Dist., within the limits of GHMC, L. B. Nagar, Hyderabad.

WHEREAS the First Party is a Firm having vast experience in Real Estate and Construction of Apartments and having acquired an extent of land admeasuring an extent of Ac.1 - 12 Guntas or 6292 Sq. Yds. in Sy. No. 203 and 204, situated at ANMAGAL HAYATHNAGAR Village, Hayathnagar Revenue Mandal, Ranga Reddy Dist., within the limits of GHMC, L. B. Nagar, Hyderabad.

Whereas SMT. SOMIREDDY RADHIKA REDDY is the sole and absolute owner and peaceful possessor of the Plot No.1, admeasuring 1037 sq. yards by way of GIFT SETTLEMENT DEED, vide reg. document no.4586/2013, Plot No.2 admeasuring 1051 sq. yards by way of GIFT SETTLEMENT DEED, vide reg. document no.4588/2013, Plot No.3 admeasuring 1051 sq. yards by way of GIFT SETTLEMENT DEED, vide reg. document no.4587/2013 Plot No.4 admeasuring 1051 sq. yards by way of GIFT SETTLEMENT DEED, vide reg. document no.4589/2013, Plot No.5 admeasuring 1051 sq. yards by way of GIFT SETTLEMENT DEED, vide reg. document no.4590/2013, Plot No.6 admeasuring 1051 sq. yards by way of GIFT SETTLEMENT DEED, vide reg. document no.4591/2013, dated:27-06-2013, at SRO Hyderabad East, altogether total admeasuring 6292 Sq. Yds. in Sy. No. 203 and 204, situated at ANMAGAL HAYATHNAGAR Village, Hayathnagar Revenue Mandal, Ranga Reddy Dist., within the limits of GHMC, L. B. Nagar, Hyderabad.

WHEREAS the first party obtained the above said land for joint development with the land owner and also entered into a Development Agreement cum GPA vide registered doct no. 256/2020 dated: 17-12-2019 registered at SRO Hayathnagar.

Thereafter the First Party prepared tentative drawings of the proposed project of Cellar+ Stilt + 9 Upper Floors along with club house coming up over the schedule of the property and also initiated the process of the obtaining the approvals from the concerned authorities vide file no. 1/C3/02973/2020 and obtained approval from the MSBR committee in GHMC.

WHEREAS, the Vendee approached the Developer with an intention to purchase the **Flat bearing No.** in **Floor**, admeasuring a super built up area of **Square Feet** with an undivided share of land admeasuring **Square Yards** along with Car Parking Slot in Parking area of Cellar/Stilt Floor, Amenities hereinafter referred to as SCHEDULE B PROPERTY for a total sale consideration of **Rs. /- (Rupees _Only)**.

The Said flat sold is fallen/allotted into the share of Developer.

WHEREAS the parties hereto are desirous to reduce their terms and conditions into writing under this agreement as follows:-

NOW IT IS MUTUALLY AGREED AS UNDER:

1. The Developer hereby agreed to sell the Semi Finished **Flat No** admeasuring a super built up area of 1360 Square Feet in **Floor**, in the residential Complex known as TRANQUIL EAST more fully described in SCHEDULE B PROPERTY along with _Square Yards of Undivided Share of land in SCHEDULE A PROPERTY to the Vendee for a total sale consideration of **Rs. /- (Rupees Only)**.

2. The VENDEE hereby agreed and paid the total sale consideration as follows:

i)

4. The Developer shall hand over the possession of the SCHEDULE B PROPERTY by ____ with additional grace period of 3 months and the developer agreed to get the property registered in favour of vendee.

5. Whereas if the developer fails to complete the Schedule B Property with all specifications with proper parking, electricity, generator, bore well water and lifts specified in this agreement of sale within the stipulated time as mentioned in clause No.4, then the developer shall pay @ Rs.5/- per Square Feet per month as compensation for the delayed period.

6. The Developer hereby covenant and assure the Vendee that they are the absolute owner of the Schedule B Property and the same is free from any encumbrance, charges and mortgages whatsoever and the same is not the subject matter of any attachment or other legal proceedings before any Court of Law, taxation or other statutory authorities and the vendors are in actual possession and enjoyment of the same and they are competent to enter into this Agreement and to effect sale of the aforesaid portion of the Schedule B Property as per the terms of this Agreement.

7. All the expenses relating to the Stamp Duty, registration and other incidental expenses shall be borne by the Vendee only. All taxes such as GST or any other taxes imposed/applicable by the concerned departments liable to pay by the Vendee only.

a) The Vendee agreed to pay the Corpus fund @ Rs___/- per Square Feet as onetime payment in favour of the "TRANQUIL EAST" flat owners association at the time of Registration of the Schedule B Property.

b) The Vendee agreed to pay the maintenance charges in advance @ Rs.___-/- per Square Feet as one year maintenance charges in favour of "TRANQUIL EAST" at the time Registration of the Schedule B Property and also given her consent to pay the maintenance charges for the further 4 Years in advance on Yearly basis.

c) The vendee agreed to pay the charges for additional works, alteration works other than agreed specifications by the developer in advance.

8. The Vendee shall not use the premises or permit the same to be used for any purpose whatsoever other than as a dwelling house or for any purpose which may or is likely in the opinion of Vendors / Developer to cause nuisance or annoyance to occupiers of the other areas in the complex and the Vendee shall not use the same for any illegal or immoral purposes. The Vendee shall not cover the common areas such as corridors, lobbies etc., with separate grills or gates. The vendee shall not extend the grills into open spaces for balconies.

9. The Vendee shall take prior approval from the developer to install shoe/foot wear units in the specified areas in corridors. The Vendee also shall take written approval from the developer to erect A.C units in specified areas of the building.

10. It is hereby agreed that the name of the residential complex constructing on the Schedule A Property shall be named as TRANQUIL EAST and the Vendee shall not seek for the change of name at any point of time.

11. It is hereby further agreed that the Vendee shall become the member of the Apartment Owner Association to be constituted in accordance with the provisions of Apartments Ownership Act and rules framed thereupon, after the Vendee becomes the Owner of the undivided share, right title and interest in the land by virtue of the Apartment herein agreed to construct. The Vendee shall execute such Declarations, affidavits, undertakings and papers as may be required under the said act.

12. The Vendee shall pay deposits, costs, share of association fee, cost of stamp papers, registration fee, legal fee and such other expenses as may be required for the formation of Association.

13. The Vendee also shall bear the charges for transfer of undivided share, right, title, and interest in favour of the Vendee and other formalities to get the property tax assessment, mutation of the property in favour of his individual ownership.

14. It is specifically agreed between the Vendors / Developer and the Vendee that the Vendee shall be entitled only to the Schedule B Property agreed to be sold to him/her/them mentioned in Schedule B Property and in no way shall be interest or claims or any objection whatsoever for the use by the other owner of the complex covered or uncovered parking space that has been specifically built, assigned allotted sold or disbursed off otherwise. The common amenities that have been stated in Schedule B should alone be used as common amenities along with other owners and Vendee shall not lay any claims on other owners and Vendee/s shall not lay any claims on other separate amenities provided for specifically to other owners for construction.

15. The Vendors/Developer assure that the Schedule A Property is not an assigned land as defined in A.P. Assigned Lands (Prohibition of Transfers) Act of 1977 and it does not belong to or under mortgage to Government or their Agencies / undertakings.

16. The Vendors/Developer has this day handed over the photo-copies of all the relevant documents, previous title deeds, like documents etc., in respect of the Schedule B Property to the Vendee.

17. The Vendors/Developer shall give inspection of all the title deeds relating to the said complex, retained with them at the request of the Vendee or his/her/their nominee/s at all reasonable time and hand over the same to the complex owners Association on its formation and registration.

18. The developer should construct the flat as per the approved plan and should obtain occupancy certificate from GHMC, also to be handed over the same to the vendee.

19. In the event of either party to this agreement committing breach, the aggrieved party shall be entitled to enforce specific performance of this contract and also recover all costs, expenses and losses incurred by the aggrieved party as a consequence of such breach from the party committing breach.

SCHEDULE A PROPERTY

All that the properties comprising Plot No's 1 to 6 thereon out of the property comprising of land admeasuring Ac. 1-12 Guntas in forming part and bearing Survey No's: 203 and 204, the Vicinity now known as "Anmagal-Hayathnagar village & Mandal, Ranga Reddy Dist.,(Within the Limits of Ward No.4 – Block No.11, Circle No.3 L.B.Nagar, GHMC,Hyderbad), Telangana and bounded by:

NORTH	:	Existing Road
SOUTH	:	Neighbour's Land
EAST	:	Hayathnagar to Injapur road
WEST	:	Neighbour's Land

SCHEDULE B PROPERTY

All that **Semi finished Flat No.** in **Floor**, admeasuring a super built up area of **Square Feet** in the residential complex known as "TRANQUIL EAST" together with Undivided share in the Schedule A Property along with Car Parking Slot in parking area of Cellar/Stilt floor situated at Bandlaguda village, Uppal Revenue Mandal, now Medchal-Malkajgiri District and within the limits of Greater Hyderabad Municipal Corporation, Hyderabad, under L B Nagar Municipal Circle, Telangana State district bounded by:

NORTH	:	Duct & Open to Sky
SOUTH	:	Duct & Open to Sky
EAST	:	Corridor
WEST	:	Open to Sky

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET THEIR RESPECTIVE HANDS THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.

WITNESSES:

1)

**VENDORS REP BY THEIR DEV.AGR
CUM GENERAL POWER OF ATTORNEY**

2)

VENDEE

