

ANNEXURE
[See rule 38]
AGREEMENT OF SALE

This Agreement of sale is made and executed on this --th day of June, 2018 at Hyderabad, between:

1. **Sri Santosh Kumar Singh**, S/o. Late Sri Bhansi Bahadur Singh, aged about 46 years, Occ: Business, R/o. H.No.12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Ranga Reddy District. Telangana State.
2. **Smt. Parvathi Devi**, W/o. Late Sri Bhansi Bahadur Singh, aged about 75 years, Occ: Housewife, R/o. H.No.12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Ranga Reddy District, Telangana State.
3. **Kum. Asha Devi**, D/o. Late Sri Bhansi Bahadur Singh, aged about 50 years, Occ: Household, R/o.H.No.12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Ranga Reddy District, Telangana State.
4. **Kum. Usha Devi**, D/o. Late Sri Bhansi Bahadur Singh, aged about 36 years, Occ: Household, R/o.H.No.12-1-170/57, Hanuman Nagar, Jaipuri Colony, Nagole, Ranga Reddy District, Telangana State.
5. **Smt. Panna Devi**, W/o. Late Sri Uma Shankar Singh, aged 70 years, Occ: Housewife, R/o. H.No.17/432/1, Narendra Nagar, Near Hanuman Mandir, Rewa, Madhya Pradesh State.
6. **Sri Sudhir Kumar Singh**, S/o. Late Sri Uma Shankar Singh, aged 37 years, Occ: Business, R/o .H.No. 17/432/1, Narendra Nagar, Near Hanuman Mandir, Rewa, Madhya Pradesh State.
7. **Sri Dayashankar Singh**, S/o. Late Sri Hanmanthaa Singh, aged 75 years, Occ:Business, R/o. H. No. 1-1-512, Mohan Nagar, Kothapet, Hyderabad, Telangana State.
8. **Sri Sanjeev Kumar Singh**, S/o. Sri Dayashankar Singh, aged 49 years, Occ: Business, R/o. H. No. 1-1-512, Mohan Nagar, Kothapet, Hyderabad, Telangana State.
9. **Sri Ajay Kumar Singh**, S/o. Sri Dayashankar Singh, aged 42 years, Occ: Business, R/o. H. No. 1-1-512, Mohan Nagar, Kothapet, Hyderabad, . Telangana State.

10. **Smt. Shanthi Devi**, W/o. Late Sri Kailashnath Singh, aged about 62 years, Occ: Housewife, R/o.H.No.9-140, Hanuman Nagar, Peerjadiguda Katta, Uppal Mandal, Medchal District, Telangana State.
11. **Sri Deenanath Singh**, S/o. Late Sri Harishankar Singh, aged about 56 years, Occ: Business, R/o.Karahan Village, Mohamadabad Gohadu Tahsil, Mau District, Uttarpradesh State.
12. **Smt. Renu Singh**, W/o. Late Sri Premsagar Singh, aged about 47 years, Occ: Housewife, R/o.Karahan Village, Mohamadabad Gohadu Tahsil, Mau District, Uttarpradesh State.
13. **Sri Balaji Singh**, S/o. Late Sri Premsagar Singh, aged about 22 years, Occ:: Business, R/o. Karahan Village, Mohamadabad Gohadu Tahsil, Mau District, Uttarpradesh State.
14. **Sri Shivaji Singh**, S/o. Late Sri Premsagar Singh, aged 20 years, Occ: Student, R/o.Karahan Village, Mohamadabad Gohadu Tahsil, Mau District, Uttarpradesh State.
15. **Sri Raman Singh**, S/o. Late Sri Premsagar Singh, aged about 19 years, Occ: Student, R/o.Karahan Village, Mohamadabad Gohadu Tahsil, Mau District, Uttarpradesh State.
16. **Smt. Usha Singh**, W/o. Late Sri Prathap Narayana Singh, aged about 55 years, Occ: Housewife, R/o.H.No.11-13-8, Flat No.404, Prashanth Towers, Opp: SBH, Road No.1, Alkapuri colony, Hyderabad, Telangana State.
17. **Sri Rajmohan Singh**, S/o. Late Sri Vishnu Shankar Singh, aged about 57 years, Occ: Business, R/o. H.No. 12-1-38/1, Chelma Bavi Residency, Fathullaguda Village, Nagole, Hyderabad, Telangana State.
18. **Sri Madan Gopal Singh**, S/o. Late Sri Vishnushankar Singh, aged about 55 years, Occ: Business, R/o. H.No. 12-1-38/1, Chelma Bavi Residency, Fathullaguda Village, Nagole, Hyderabad, Telangana State.

Party No.1 to 18 of the First Part/Vendors/Owners are represented by their Development Agreement Cum-General Power of Attorney Holder, **M/s. Devis Homes Private Limited**, a company incorporated under the Indian Companies Act, 1956 and having its registered office at H.No.3-4- 529/1/1, Street No.1, Lingampally, Narayanguda, Hyderabad - 500 027, Telangana State, Rep. by its Managing Director, Smt. M.Girija Reddy, W/o. Sri M.Jaganmohan Reddy, R/o. Flat No.501, Devi Garden, Domalguda, Hyderabad - 500 029 (vide Doc.No.16149/2017 dtd. 29-12-2017)

[HEREINAFTER to be called and referred as the "**VENDORS/LANDOWNERS**", which term shall mean and include all their heirs, successors, representatives, administrators, assignees etc., of the FIRST PART]

AND

M/s. Devis Homes Private Limited, a company incorporated under the Indian Companies Act, 1956 and having its registered office at H.No.3-4-529/1/1, Street No.1, Lingampally, Narayanguda, Hyderabad - 500 027, Telangana State, Rep. by its Managing Director, Smt. M.Girija Reddy, W/o. Sri M.Jaganmohan Reddy, R/o. Flat No.501, Devi Garden, Domalguda, Hyderabad - 500 029

(Hereinafter called as the "**DEVELOPER / BUILDER / SECOND PARTY**" which expression unless otherwise inconsistent with the context shall include the heirs, successors, executors, administrators, nominees, assignees and legal representatives etc., of the SECOND PART).

INFAVOUR OF

Sri. -----, S/o. Sri. ----- , aged about -- years, Occ: Govt Service, R/o. -----
-----.

(Hereinafter referred to as the "PURCHASER" which expression unless otherwise inconsistent with the context shall include the heirs, successors, executors, administrators, nominees, assignees and legal representatives etc., of the THIRD PART)

WHEREAS the Owners Nos.1 to 18 of First Part being the absolute owners and possessors of the land in all admeasuring Ac.20-03 Gts., covered by Sy.Nos. 18/Part, 19, 20, 21, 22, 23/Part and 24, situated at Sahadeva Singh Nagar, Fathullaguda Village, Uppal Mandal, under G.H.M.C. L.B.Nagar Circle, Medchal Malkajgiri District (with their respective extents) have entrusted the same to the Developer of Second Part for development of said land in to residential layout of plots with Group Houses (gated community) and the Developer of Second Part has agreed and undertaken to develop the same as per the terms and conditions contained in the Development Agreement – cum- General Power of Attorney dated 29-11-2017 executed among the Owners Nos.1 to 18 of the First Part and the Developer of Second Part, which was registered Doc.No.16149 of 2017 before the S.R.O., Uppal. In terms of the said Development Agreement Cum General Power of Attorney, it was also agreed that the Owners Nos.1 to 18 and Developer shall be entitled to share the constructed Residential Houses along

with Plots in the agreed ratio of net plotted area in the lay-out forming part of land admeasuring Ac.20-03 Gts.

AND WHEREAS the Developer / Builder by building the compound wall all along the total extent and made in to a composite block and the Developer / Builder has made a layout in Ac.20-03 Gts. to construct Villas and named it has "GOLDEN LEAVES" which is morefully described in the Schedule-I property annexed hereto.

AND WHEREAS in terms of the said Development Agreement, the Developer herein with it's efforts and expense have obtained the permit and sanction of lay-out of the schedule land vide Permit No.53438/HO/EZ/Cir-3/2016, dtd.21/02/2018. in File No. 47553/26/10/2015/HO. consequently commenced the various works of the lay-out and construction of Group houses on the laid-out plots and the said works and construction are in progress.

AND WHEREAS the Vendors/Landowners of the First Part and the Developer of the Second Part have already earmarked their respective Villas in the project "GOLDEN LEAVES" towards their respective shares under the above referred Development Agreement. The Plots allocated to the Landowners are referred to as "OWNERS' ALLOCATION" and the plots allocated to the Developer of the Second Part are referred to as "DEVELOPER'S ALLOCATION".

AND WHEREAS the Purchaser being desirous of owning a Residential Unit in the said township has approached the Developer of the Second Part for purchase of Plot/Villa bearing No. ____ admeasuring ____ Sq. Yds., Build up area ____ Sft, Ground & First floor forms part of the layout namely "GOLDEN LEAVES" forms part of the Layout covered by Sy.Nos. 18/Part, 19, 20, 21, 22, 23/Part & 24, situated at Sahadev Singh Nagar, Fathullaguda Village, Uppal Mandal, under G.H.M.C., L.B.Nagar Circle, Malkajgiri Medchal District - 500068. morefully described in the Schedule II Property hereto and also get the residential house morefully described in the Schedule III property hereto, constructed by the Developer/Builder of the Second Part.

NOW THERE OF THIS AGREEMENT OF SALE AND CONSTRUCTION
AGREEMENT OF RESIDENCIAL PLOT WITNESSETH AS UNDER:

1. The Developer of the Second Part offered to sell the Schedule II Plot and construct residential Villa for a total sale consideration of Rs. -----/- (Rupees ----- only) Including amenities.
2. That in Pursuance of the aforesaid offer and acceptance the Purchaser had paid Rs. -----/- (Rupees ----- only) to the Developer and the hereby admit and acknowledge the receipt of the part consideration.

3. The Balance amount of Sale consideration of **Rs. -----/-** (Rupees -----only)the purchaser shall pay the installments regularly as agreed to the Builder as per the payment schedule. The payment has to be made by the way of cheques or cash in favour of the builder for which regular receipts will be issued to the purchaser.
4. The Purchaser shall pay **Rs.-----/-(Rupees ----- only)** to the Developer being proportionate contribution of the Purchaser towards Corpus Fund in respect of the Schedule II properties and the same shall be paid at the time of Registration of schedule II Plot bungalow and such fund will be governed and held initially by the Developer and subsequently by the Association as described in the definition of corpus fund supra at Article I. 1.14.
5. In consideration of a Sale of Schedule II Plot & Villa , The Purchaser has agreed to pay and such consideration to the Developer in the following manner:

Payment Shedule

Particulars	Amount
At the time of Booking 10%	-----
At the time of Agreement 25%	-----
At the time of First &Second Floor Slab 25%	-----
At the time of Brick work & Plastering 25%	-----
At the time of Flooring 10%	-----
At the time of Handing Over 5%	-----
Total Sale Consideration	-----

6. In the event of payment delayed after its becoming due, the purchaser hereby agreed and undertakes to pay the installment with interest at the rate of 24% p.a on the installment fall due and that no further time shall be allowed for payment beyond and said date, and both the parties hereto and have agreed specifically that the time is the essence of the contract in this regard.
7. The said building shall be used only for the purpose of residence and for no other purposes and shall be held by the Purchaser subject to such rules and regulations as may be made applicable by the Developer and Rules and Regulations, bye-laws from time to time to be made by the owners/occupants Association to be formed and floated among all the owners of houses in the lay-out.

8. In as much as there are several plots and the said plots are to form part and parcel of the township hereinbefore stated, the said building is in conformity in all respects as per the plans to be approved and sanctioned by the authorities and as per detailed specifications shown in Schedule IV annexure and particularly the exterior elevation, color schemes and other external elements decided solely by the architects appointed by the Developer.
9. In the event of purchaser desires to change any of the specification mentioned in the agreement, the Developer will do the Internal work as required by the purchaser at an extra cost. After getting written approval from the customer on estimation, the Developer will charge the actual cost of material plus labour with overhead. These requests have to be made well in advance in writing and agreed by the builders.
10. The Purchaser shall not be entitled to make any additions or alterations in the building and/or changes in the exterior elevation and/or the color schemes of the building without permission and consent in writing from the Developer and this should be treated as precondition to this sale as the same has been agreed by the Purchaser herein.
11. The Purchaser shall not cause any obstruction or interference in the process of construction/development of the said Villa or the other parts of the said township in the layout
12. During the period of construction till the construction is completed and the possession is delivered, the Schedule II Bungalow shall be in possession of the developer and the Purchaser is and shall continue to remain liable to pay all the amounts becoming payable under the terms here of to the Vendor/Developer/Builder and perform all his/her/its/their covenants. The Builder/Developer shall however be entitled exclusively to collect on behalf of the Purchaser all compensations becoming receivable in respect of the Schedule II unit till all amounts becoming payable by the Purchaser to the Developer under the terms hereof mentioned in Article VII of this agreement.
13. In the event of purchaser desires to change any of the specification mentioned in the agreement, the Developer will do the work as required by the purchaser at an extra cost. After getting written approval from the customer on estimation, the Developer will charge the actual cost of material plus labour with overhead. These requests have to be made well in advance in writing and agreed by the builders.
14. The Purchaser shall be entitled to take possession of the said Villa only if he has duly observed and performed all the obligations and stipulations contained in this agreement and has also duly paid to the Developer all the amount due and payable.

15. Purchaser Undertakes to pay the necessary Stamp duty , Registration charges and GST at the time of Registration of the Sale deed. And Agreement for Completion in his/her/their favour.
16. The Developer Assures the Completion of the Construction of the Villas and hand over the possession of the same to the Purchaser by 31/12/2019, Grace period may be 6 months.

SCHEDULE PROPERTY-I

All that the piece and parcel of the land totally admeasuring Ac.20-03 Gts. comprised in Part of Sy.Nos:18/Part, 19, 20, 21, 22, 23/Part & 24, situated at Sahadev Singh Nagar, Fathullaguda village, Uppal Mandal, under G.H.M.C, L.B.Nagar Circle, Medchal Malkajgiri District, Telanagna State- 500068 i.e., the land forming part of the entire Lay out known as "GOLDEN LEAVES" and bounded by:-

NORTH : Land in Survey No. 18 & 22 Parts
 SOUTH : Land in Survey No. 34
 EAST : Land in Survey No.34
 WEST : Land in Survey No.23 & Road.

SCHEDULE PROPERTY - II

All that the **Plot No. ---** admeasuring --- **Sq. Yards.** equivalent to --- **Sq. mtrs** Ground & first floor ____ Sq. Fts, Build up area in the layout known as "GOLDEN LEAVES" covered by Sy.Nos: 18/Part, 19, 20, 21, 22, 23/Part & 24, situated at Sahadev Singh Nagar Fathullaguda (v), Uppal Mandal, under G.H.M.C, L.B.Nagar Circle, Medchal Malkajgiri District, Telanagna State - 500 068. Sanctioned by the G.H.M.C Permit No. 53438/HO/EZ/Cir-3/2016, Dtd. 21/02/2018, in File No. 47553/26/10/2015/HO, and,within the following boundaries:

NORTH : Plot No.---
 SOUTH : Plot No.---
 EAST : Plot No.---
 WEST : Plot No. ----

The Technical Specification of Shedule property II are mentioned below Specification.

ANNEXURE - I
VILLA SPECIFICATIONS

FOUNDATION & STRUCTURE:

R.C.C. framed structure with seismic compliance resistance.

SUPER STRUCTURE:

Outer wall 9" thickness & Inner Wall 4^{1/2}" thickness with Red clay brick or solid blocks in cement mortar.

PLASTERING: Double coat sponge finished plastering for internal & external walls.

JOINERY WORKS:

Main Door Kitchen Door: Good quality Best-Teak wood door frame with Medium-Teak panel shutter.

Internal Doors : Medium-Teak wood frame & Flush shutter.

Windows: UPVC sliding windows system.

FLOORING:

Drawing Room, Bedrooms, Dining & Kitchen with (2'6" / 2'6") Vitrified Tiles & Skirting (Johnson, or RAK make.

Toilets Anti-skid ceramic flooring and glazed ceramic tiles dado up to 7'0" height (2'0" / 1'0") (Johnson, RAK or make).

Utility & Balcony Anti-skid ceramic tile flooring (1'0" x 1'0") & Utility with 3'0" height dado.

Staircase Granite flooring with Stainless railing.

Parking tiles flooring for Parking Area.

GRILLS :M.S. Grills for windows will be provided.

PAINTING:

External surface of the building will be painted with APEX texture Paint.

Internal wall & Ceiling surface of the building will be coated with Altek lappam followed by 2 coat primer and painted with Plastic emulsion (Asian make).

Doors and Grills will be painted with Enamel paint

Main door frame & shutter with spray polishing.

SANITARY WARE:

Each Toilet E.W.C (Cera/Parryware) brand will be provided.

All Bathrooms consist of best quality (CP) & sanitary ware fixtures of (Jaguar make)

One oval type wash basin (Cera/Parryware) with platform each in hall and toilet will be provided as per drawings.

DRINKING & USAGE WATER:

Municipal water connection and 24 Hrs Bore water with Underground sump (2000 Ltrs) will be provided.

DRAINAGE:

Standard PVC pipes & SWG pipes (Ashirwad brand) will be used to lay Drainage Line.

KITCHEN PLATFORM:

Black granite platform with Stainless steel Sink & Granite top counter & 2'-0" height glazed ceramic tiles dado above counter.

HARDWARE :

Standard Stainless steel Hardware & Godrej Locks or equivalent will be used.

ELECTRICAL WORKS :

Concealed copper wiring of Finecab or equivalent.

Modular Switches (Anchor/North-West Modular) or standard make

Power plugs for chimney, water filter, microwave oven, mixer in kitchen, plug points for refrigerator & TV (Anchor /North-West make).

Power outlets for A/C points, Geyser & Washing Machine.

3-Phase power supply for each unit with individual meter boards

MCB and ELCB for each distribution boards and provision of Internal inverter lines.

TELEPHONE & CABLE TV:Will be provided in Master Bedroom, Drawing and in Living room..

GENERATORS : Power Backup facility provided.

SECURITY SYSTEM:CCTV Surveillance System for Roads.

Intercom facility in all units connecting to security & amenities.

Solar fencing system for compound walls.

ANNEXURE - II **LAYOUT SPECIFICATIONS**

ROADS (B.T.) : 50 feet Main Road and 33 feet sub Roads as per R & B specification

POWER : Underground power system, street lights 100% with power backup.

DRAINAGE:Underground drainage 4", 6" & 12" laid with SWR pipes wherever necessary.

WATER: Treated Bore-well water with covered by pressure pump to each unit with underground sump capacity 2000 Ltrs.

FOOTPATH: 8 feet width footpath with internally laid with Telephone, Internet and Intercom lines and Tiles covered on the top surface of the footpath.

CLUB HOUSE & SWIMMING POOL: Club house 15000 Sq.ft. (Apprx) loaded with all amenities and swimming pool.

COMPOUND WALL: Entire layout compound wall fencing with Solar system.

MAIN GATE: Arch as per design.

GARDENS & PARKS: Children play area, Central park, Volley ball court and shuttle court etc.

ANNEXURE - III
AMENITIES SPECIFICATIONS

AMENITIES:

- AC GUEST ROOM
- AC GYMNASIUM
- LIBRARY
- YOGA & MEDITATION
- VOLLY BALL COURT
- BADMINTON COURT
- ASSOCIATION OFFICE
- CHINDREN PLAY AREA
- SUPER MARKET
- BANQUET HALL
- SWIMMING POOL & SPA
- PARTY LAWNS
- JACUZZI & SAUNA
- DOCTOR CONSULTANTS

Will be provided.

IN WITNESSES WHEREOF the parties have signed and executed this Agreement for Sale with free will and consent on the day, month and year hereinabove mentioned in the presence of the following witnesses

WITNESSES:

1. SIGN.OF THE VENDOR
 (For Devis Homes Private Limited),

1.

(Managing Director)

2.

2. SIGN. OF THE PURCHASER