AGREEMENT OF SALE

This Deed of Agreement of Sale is made and executed on this __day of ___2018 at Hyderabad by and between:

- M/s. VAZHRAA NIRMAAN PRIVATE LIMITED, a private limited company incorporated under Part IX of the Companies Act, 1956 (No.1 of 1956) having its registered office at Flat No. 102 & 103, Bhavana Enclave, HIG 451 & 452, KPHB Colony, HYDERABAD- 500 085, represented by its Joint Managing Directors:
 - Sri Mandava Umamaheswara Rao, S/o Sri M Subba Rao, aged about 65 Years, Occupation: Business, R/o Villa No. 233, Indu Fortune Fields, 13th Phase, KPHB Colony, Kukatpally, Hyderabad 500 085.

 Sri Mikkilineni Srinivasa Rao, S/o Sri M Nageswara Rao, aged about 50 Years, Occupation: Business, R/o Villa No. 194, Indu Fortune Fields, 13th Phase, KPHB Colony, Kukatpally, Hyderabad 500 085.
- Dr. Mandava Subhas Chandra Bose, S/o Late M Bhaskar Rao, aged about 66 years, Occupation: Doctor, R/o House No. 12-2-824/A/1, Santoshnagar Colony, Mehdipatnam, Hyderabad
- Dr. Mandava Anil, S/o. Dr. Mandava Subhas Chandra Bose, aged about 37 years, Occupation: Doctor, R/o House No. 12-2-824/A/1, Santoshnagar Colony, Mehdipatnam, Hyderabad
- Smt. B. Santosha, W/o Sri. B Ram Reddy, aged about 56 years, Occupation: House Wife, R/o House No.4-12-343, Bhagyalatha Colony, B D L Colony, Vanasthalipuram, Hyderabad-500070.

All three (2 to 4 above) represented by their DAGPA holder M/s VAZHRAA NIRMAAN PRIVATE LIMITED through its Joint Managing Directors Sri Mandava Umamaheswara Rao and Sri Mikkilineni Srinivasa Rao.

(Herein after called the "VENDORS" of the First part, which term shall mean and include all his heirs, executors, administrators, Legal representatives, nominees, and assignees etc).

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about	years, Occupation: _	, R/o	

(Herein after called the "VENDEES" of the Second part, which term shall mean and include all his/her heirs, executors, administrators, Legal representatives, nominees, and assignees etc).

WHEREAS the Vendor No.1 herein is the lawful owner and peaceful possessor of the Land in Survey No. 182 part, area Ac. 0-10 Guntas and Survey No. 184 part, area 0-10 guntas, total area Ac. 0-20 Guntas, situated at Manikonda Jagir village, Rajendranagar Mandal, Ranga Reddy District, Telangana, having purchased the same under registered sale deed bearing document No. 7262 of 2017, dated: 23-Aug-2017, registered in the office of the Sub-Registrar, Seri Lingampalli, Ranga Reddy District, Telangana.

WHEREAS the Vendor No.2 herein is the absolute owner and peaceful possessor of the Land in Survey No. 182 part, area Ac. 1-00 Guntas and Survey No. 184 part, area 0-34 guntas, total area Ac. 1-34 Guntas, situated at Manikonda Jagir village, Rajendranagar Mandal, Ranga Reddy District, Telangana, having purchased the same under registered sale deed bearing document No. 7616 of 1996, dated: 09-Sep-1996, registered in the office of the Joint Sub-Registrar, R.O., Ranga Reddy District. The Vendor No.2 herein is the absolute owner and peaceful possessor of the Land in Survey no.182 part, area Ac. 0-32 Guntas and Survey No.184 part, area Ac.0-28 guntas total area Ac. 1-20 guntas situated at Manikonda Jagir Village, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, having obtained the same jointly with Vendor No.3 of first part by virtue of registered gift deed bearing document no. 8249 of 1999, dated: 07-Dec-1999, registered in the office of the Joint Sub-Registrar, R.O., Ranga Reddy District, Telangana.

Vendor No.3 herein is the lawful owner and peaceful possessor of the Land in survey no.182 part, area Ac. 0-22 Guntas and Survey No. 184 part, area Ac. 0-18 Guntas, total extent of land Ac. 1-00 Guntas situated at Manikonda Jagir Village, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, having obtained the same jointly with Vendor No.2 of first part by virtue of registered gift deed bearing document no.

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8249 of 1999, dated: 07-Dec-1999, registered in the office of the Joint Sub-Registrar, R.O., Ranga Reddy District, Telangana.

Vendor No.4 herein is the lawful owner and peaceful possessor of the Land in Survey no.184/E, area Ac. 0-03 Guntas situated at Manikonda Jagir, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, vide pattadar passbook no. 391432 & Title Deed No. 367683

WHEREAS the Vendor No. 2 & 3 with an intention to develop their land in to apartments entered in to a Development Agreement-cum-GPA with vendor No.1, a private limited company, vide registered DAGPA document No. 7402 of 2017 dated 23rd August, 2017 registered at Sub Registrar Office, Serilingampalli, Ranga Reddy District

WHEREAS the Vendor No.4 with an intention to develop her land in to apartments entered in to a Development Agreement-cum-GPA with vendor No.1, a private limited company, vide registered DAGPA document No. 7686 of 2017 dated 9th September 2017 registered at Sub Registrar Office, Seri Lingampalli, Ranga Reddy District.

WHEREAS the Vendor No. 1 being the owner of the land in survey nos.: 'part of 182 (Ac.0-10 Guntas)' & 'part of 184 (Ac.0-10 Guntas)'situated at Manikonda Jagir, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, has agreed to combine the said land with the property of the Vendor No. 2, 3 & 4 for construction of the proposed building complex and carryout the construction on combining all the properties making the total land extent to Ac.4-37 guntas.

WHEREAS the Vendors have obtained permission from the Hyderabad Metropolitan Development Authority (HMDA) for construction of Apartment Complex, consisting of Residential Blocks A, B & C and the Amenities Block (Club House), vide sanction letter LR No. 000786/SKP/R1/U6/HMDA/08052017, Dated 24/03/2018 & Gram Panchayat order no. GP/MKD/BP/No.173/2018 dated 31-Mar-2018. Vendors have applied to HMDA for deletion of the 60' wide master plan road that is passing thru' the schedule property as per the HMDA/CDA master plans and on deletion of the road the Vendors will go for revision of the plan to include three more residential blocks, namely Block - D, Block - E and Block - F, in the Schedule land of Ac.4-37 Guntas.

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The vendors have placed all the relevant documents of title, sanction plans, permissions before the VENDEES, and the VENDEES having gone through all the said documents satisfied himself/herself about the title and the right of the vendor to construct the proposed residential complex and have agreed to purchase the schedule flat from the vendors.

VENDEES has been agreed to purchase the Elet at VAZUBAA VILLIABLE which is to
VENDEES has/have agreed to purchase the Flat at VAZHRAA VIHHARI, which is to the share of Vendor No.1 as per the Development Agreement-cum-GPA,
demarcated as Flat No in floor of Block, covering a built-up
area of sq. ft (inclusive of Carpet Area: SFT, Balcony & Wash Area:
SFT and common area) and two car parking spaces (Back to Back or Side
by Side) of sq. ft each, demarcated as & in Cellar/Stilt
parking area, together with undivided share of land sq.yds or sq. mtrs.
in the schedule mentioned property for a total sale consideration of Rs
(Rupees only).
The parties of the VENDORS have agreed to sell the schedule mentioned property for a total sale consideration of Rs
only). This sale consideration includes two
car parking and amenities such as water, drainage, power, power backup, Piped
Gas, club house, etc. and the party of the VENDEES has/have agreed to purchase
the same for the said price.
1 The party of the VENDERS has/have paid an advance of Rs /-
The party of the VENDEES has/have paid an advance of Rs
(Rupees only) through Cheque No of,
(Rupees only) through Cheque No of, dated: to THE VENDORS, and THE VENDORS hereby
(Rupees only) through Cheque No of, dated: to THE VENDORS, and THE VENDORS hereby acknowledge the receipt of the same from the party of the VENDEES. The
(Rupees only) through Cheque No of, dated: to THE VENDORS, and THE VENDORS hereby

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c) On completion of concerned flat plastering work

Milestone

a) On completion of slab of the concerned flat

b) On completion of concerned flat brick work

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Amount

60% of the total sale value

10% of the total sale value

10% of the total sale value

d) On completion of concerned flat flooring work	10% of the total sale value
e) At the time of handing over	10% of the total sale value

- a. As per the present stage of construction, Milestone-a, b & c in the above table have been completed. Hence the 80% of the total amount is due as on date.
- b. The VENDES shall pay the balance amount, on or before the due date specified, at the office premises of the Vendors either by D.D. or by cheque and obtain proper receipt for the same.
- c. That in the event of VENDEES fails to pay the installments in the manner and on the due dates specified above; the VENDEES shall pay interest @ 24 % on the balance amount due. Such payment of interest shall be for a period of 3 months and beyond the said 3 months if the VENDEES fails to make the payment of sale consideration, in the manner mentioned above, the Vendors shall be entitled to cancel the allotment and determine this Agreement and the Vendors shall be entitled to allot the said residential flat/parking space to any other person or party whomsoever without any claims or demands whatsoever by or from the VENDEES. The Vendor and the Developer shall, after deducting 5% of the total sale consideration out of the amount received from the VENDEES, refund the balance amount if any, without interest. The vendors shall return the said amount only after the said unit is sold to another prospective VENDEES or on completion of the project whichever is earlier. The same condition shall apply even if the VENDEES opts for cancellation of flats on his own.
- Tripartite Agreement: In case of VENDEES is depending on Bank or Financial Institute for finance, it is agreed by the Vendor and VENDEES that they will enter into Tripartite Agreement with the Bank or Financial Institute whenever such approval is obtained.
- 3. Nothing contained in these presents shall be construed as to confer upon the VENDEES any right, title or interest of any kind whatsoever in to and or to over the said residential flat/parking space or building or any part thereof and such conferment would take place only upon the execution of the sale deed of

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conveyance of the property and subject to the terms and conditions in the deed of sale in that behalf

4. The First party hereby undertakes to deliver the vacant possession of the said flat to the party of the VENDEES and the parties of the VENDORS also undertake to execute a registered sale deed in favor of the VENDEES on payment of total sale consideration to the Vendors. That the VENDEES shall not transfer or assign part with his interest or possession of the said residential flat/parking space or transfer or assign the rights under this Agreement without the prior permission in writing from the Vendors in that behalf. The VENDEES shall be permitted for such transfer on payment of a sum of Rs.1,00,000/- (Rupees one lakh only) to the VENDORS.

5.	Any mutua	ally agreeable ch	nanges in specification (a	as mentioned in Annexure A) or	
	additional	features of fittir	ngs required by the par	ty of the VENDEES in his/her	
	Flat No.	in	floor of Block	_, after studying the feasibility,	
	can be provided at an extra cost as per the estimation report to be provided by				
	the VEND	ORS, the party of	of the FIRST PART. How	wever, no external changes will	
	be permitt	ed.		Color Total (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)	

- The VENDEES shall have no claim except in respect of the particular residential flat/parking space hereby agreed to be required subject to the conditions contained herein.
- As soon as the said residential flat/parking space is notified by the Vendors as complete, the VENDEES shall pay the balance of the price or other amounts due within 15 days of the receipt of such intimation.
- Under no circumstances the possession of the residential flat/parking space shall
 be given by the Vendors to the VENDEES unless the payments required to be
 made under this Agreement have been made by the VENDEES to the Vendors.
- 9. The Vendor shall handover scheduled mentioned property to the party of the VENDEES within 12 months from the date of execution of these presents with a grace period of 6 months. If the construction is not completed within the said period of 12 months with a grace period of 6 months by the Vendors and the scheduled mentioned property is not handed over by the party of the Vendors to

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the party of VENDEES, the parties of the Vendors shall pay nominal rent @ Rs. 6/- per sq. ft till the delivery of such vacant possession is handed over to the VENDEES, provided all the formalities envisaged in these presents including all the payments schedules are complied with. Similarly for any delay in payments by the VENDEES to the Vendors as per the payment schedule, the VENDEES will be liable to pay interest at 24% per annum to the Vendors.

- 10. The Vendors shall not incur any liability if they are unable to construct and complex is delayed by reason beyond control such as curfew, bundhs, strikes, non-availability of steel, cement and other building materials, fittings and fixtures, labor etc. or on account of prevention, obstruction or prohibition by the authorities concerned for no fault of the Vendors in which case the VENDEES shall have no right to claim any interest loss, rent or damages.
- 11. The party of the VENDEES agrees to become the member of society or Association to be registered under the Societies Act or any association formed by the flat owners of the building "VAZHRAA VIHHARI". The VENDEES also shall abide by the rules and bye-laws of the said society or Association as the case may be which shall be the administrator and supervisor of common services such as corridors, passages, staircase, drainage, water supply, and maintenance of bore wells, common electricity and other amenities of common enjoyment. For the purpose of up-keeping the cleanliness within the compound and the common areas the society will engage sweeper(s) and maintain Security services. In order to have better utility for entire building complex and for welfare activities the General Body of the Society may pass a special resolution which is binding on the members. The party of the VENDEES shall pay the society or association so formed his/her share of amounts as to be decided towards the maintenance of common services, insurance premium, taxes, leviable on the entire building complex.
- 12. The party of the VENDEES shall not at any time demolish or cause to demolish his/her flat or any part of the building including the common area such as staircase, parking areas, drain pipes, cables, water courses, gutters, wires and other convenience or facilities necessary for proper utility of all other flat owners and/or which is likely to cause any injury or damage to the structure of the

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building. The party of the Second part shall not make or cause to make any additions or alterations or any new constructions of whatsoever nature contrary to the Municipal/Panchayat plan for his/her flat or to any part of the building. The party of the VENDEES shall not close the verandahs, lounges or the balconies or shall not make any alterations in the flat and shall not alter the exterior colour of the building complex. The exterior colour of the building can be changed according to the majority decision of the flat owners of "VAZHRAA VIHHARI" for the purpose the flat owners means the persons having right, title or interest in any part of the building. Any transfer or assignment made by the VENDEES in contravention to this clause shall be null and void and shall not be binding on the Vendors.

- 13. The VENDEES shall have right to enjoy and use along with his other co-owners including the Vendors roadway approaches and all other common passages and amenities such as staircase, lifts, exit, and entry passages, water drainage and sewerage mains etc. provided in the schedule land as per the approved and sanctioned plan of the building complex.
- 14. The party of the VENDEES hereby undertakes to keep his/her flat as well as partitions walls, drain pipes, water pipelines and appurtenances there to in good condition so as to support shelter and protect all parts of the building and also proper utilities and occupation.
- 15. The party of the VENDEES hereby undertakes to use the common overhead tank jointly along with all other flat owners and undertake to pay the proportionate charges periodically. The party of the second part also undertakes to pay the electricity charges towards common amenities.
- 16. The party of the VENDEES also undertakes that he/she shall not throw any dust, rubbish, rages of waste or permit the same, to be thrown in the compound or any portion of the said building which may cause loss, damage or inconvenience to the other occupants of the building.
- 17. The VENDEES shall permit the Vendors and their Surveyors agents, with or without workmen, and others at all reasonable time to enter into the said residential flat/parking space or any part there of the building and for the purpose of making repairing, maintaining, rebuilding, lighting and keep in order and

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condition all services, drains, pipes, cables, water pipes and electric wires and for similar purpose and also for the purpose of cutting of the supply of water and electricity to the premises of the flat in respect whereof the VENDEES or occupier of such premises as the case may be shall have made default in paying his/her share of the water and electricity consumption or any other charges.

- 18. The VENDEES shall not use the premises or permit the same to be used for any purpose whatsoever other than as a residential flat/parking space. The VENDEES shall not use the premises for any purpose which may or likely to cause nuisance or annoyance to the owners and occupiers and of the other premises of the building of the owners of the neighboring properties nor for any illegal or immoral purpose nor use the premises for any other purpose.
- 19. All the terms and conditions here unto agreed in these presents shall apply to tenants/licensees/ or the representatives of the party of the VENDEES. It shall be the responsibility of the party of the VENDEES to ensure the payment of maintenance charges regularly to the VENDOR or the Association.
- 20. After the completion of the construction of the flat, the party of the VENDEES hereby undertakes to pay the maintenance charges of the building "VAZHRAA VIHHARI", for two years @ Rs.2.50/- per sq. ft per month + GST as applicable, which shall be payable in full before taking the possession, to party of the Vendor. From there on the VENDEES has/have to pay maintenance charges to the Vendor/Association on or before 10th of every calendar month, irrespective of the flat being occupied or kept vacant. In case of delay of payment from the date when it becomes due, the Vendor/Association shall be free to levy interest @ 15% per annum till the date that the maintenance charges are paid. The VENDEES also agrees to pay corpus fund of Rs.40/- per sq. ft to the Vendor before taking possession of the flat.
- 21. The parties of the VENDORS hereby declare that their scheduled mentioned property is free from any mortgage charges, lien or any other encumbrance whatsoever. The party of the second part undertakes to pay all the taxes, fee, levies, cess, penalties as may be levied by the Government or any authority competent to levy such taxes, fees, levies, cess, penalties and the party of the second part shall be solely responsible for all the payments there of to the

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Government or such authority as the case may be after completion and handing over of his/her FLAT by the party of the VENDORS AND THE VENDORS is no way responsible for any such above mentioned payments as described and as and when demanded by such Government or any other authority as the case may be.

- 22. In case if the permission of Electricity, Drainage, water, sewerage and other connections are delayed due to the procedures of the Government, the Vendors shall not be held responsible for the delays caused in providing these amenities.
- 23.In case if the VENDEES intends to occupy the residential flat before the installation of transformer and regular electrical connection, he shall pay the electric charges as per the prevailing rates to be charged by the Electricity Department directly.
- 24. The specification agreed (as listed in the brochure) is final and binding on both the parties and the VENDEES shall not insist on any specifications to be provided in addition to what is listed in the brochure unless he pays extra money for that.
- 25. It is hereby agreed and declared that the VENDES shall not be entitled to call upon the Vendors to deliver possession till the execution of sale deed in favour of the VENDES nor shall the VENDES be entitled to possession of the premises until the full price together with other amounts agreed to be paid there under these presents have been duly paid and the Sale Deed is executed by Vendors in favour of the VENDEES.
- 26. The party of the VENDES shall not store in the flat explosives, goods of destructive nature, heavy weight materials which may affect or destroy the structure of the building or which shall or which is likely to cause fire or explosion or damage.
- 27. The party of the VENDEES also undertakes to execute and sign a common agreement and such other documents, applications, declarations etc. specifying the allotment of flat and also to declare that every allottee of flat shall be the exclusive owner of the flat allotted to him/her along with the right to enjoy the

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common amenities and facilities and the right to vote such as one vote for each flat owned for any association elections.

- 28. The party of the VENDEES also undertakes to execute and sign any declarations and such other documents, applications etc. invoking the provisions of chapter 3 of the APARTMENTS (PO) ACT 1987.
- 29. The party of the VENDEES also undertake to pay the requisite stamp duty and registration fee accordingly at the time of registration of the sale deed in his/her or in favor of his/her nominees. Any deficiencies in stamp duty as declared by the authorities at any later date after the registration is done will be borne by the second part.
- 30. The party of the VENDEES shall also undertake to pay; in addition to the total sale consideration mentioned in clause 1 & 20, the requisite GST as per the rules and regulations governed by respective regulatory authorities.
- 31. Club House (Amenities Block): Ground/Stilt Floor (excluding common areas such as ramp & pool area), First Floor and Second Floor area along with the proportionate common areas and car parking spaces, shall be the exclusive property of the Developers. In case of Third Floor and Fourth Floor, the built-up area along with the proportionate common areas and car parking spaces will be transferred to the Association with ownership rights.
- 32. The maintenance of the Club House and Swimming Pool shall be taken care by the Association only. The developers or its nominees, tenants will pay the maintenance charges for Ground/Stilt Floor (excluding common areas such as ramp & pool area), First Floor and Second floor in proportionate to their usage of the common facilities and services on per SFT basis to the Association. The Association, members of association or residents of the VAZHRAA VIHHARI on their part will allow access to common public, other than the residents of VAZHRAA VIHHARI, to the common facilities/amenities provided in the Ground/Stilt Floor (excluding common areas such as ramp & pool area), First Floor and Second Floor. The parking for such common public is provided in open space in front of the Amenities Block.
- 33. The Party of Vendors / Developer shall alone be responsible for defective workmanship and other consequences and shall repair and make good all defects or deficiencies if pointed out within THREE months from taking delivery of

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the possession by the VENDES herein and be answerable to the competent authorities for any infringement relating to the soundness of construction of the building complex.

- 34. Any dispute among the parties here in with respect to any matter arising under these presents or touching the meaning or construction interpretation of any of the clause here in shall be referred to the Arbitrator who shall be nominated jointly by the Managing Director of the company of M/s. VAZHRAA NIRMAAN PVT LTD, the part of the first part and the party of the second part.
- 35. The party of the second part undertakes to be bound by the covenants herein above mentioned.

36. This agreement is valid up to _____ or date of registration whichever is earlier.

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SCHEDULE - 'A'

All that the Flat No	in	floor of Block, with built-up area o
sq. ft (inclusive	ve of Carpet Are	ea: SFT, Balcony & Wash Area:
		parking spaces (Back to Back or Side by
		ed as & in Cellar / Stil
		share of land sq.yds or sq. mtrs
		, if any) in the complex known as VAZHRAA
	(7)	s. 182 & 184 situated at Manikonda Jagir
		ct, Telangana and bounded by:
BOUNDARIES	OF ENTIRE L	AND/COMPLEX
SOUTH	: 40' wide ro	s' land oad & Sy No 184
EAST	: 33' wide ro	oad & Sy No 182
WEST	: 40' wide ro	oad & Neighbors' land
BOUNDARIES	OF FLAT NO.	IN FLOOR OF BLOCK
	: Open to S	
	: Open to S	
EAST		
WEST	: Corridor 8	k Staircase
		have signed in the presence of each other and les who signed these presents in the presence
WITNESSES		VENDORS
1.		1.
2.		
		2.
		VENDEES
		1.
		2.
		3.

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ANNEXURE A

SPECIFICATIONS

Structure	Reinforced Cement Concrete Framed Structure designed to withstand wind and seismic loads				
Super Structure	6" External wall and 5" internal wall with quality AAC Blocks with jointing mortar				
Finishes					
Internal	Smooth plastered surface treated with Birla Wall Care/JK Putty and painted with emulsion of reputed make				
External	Texture surface with weather proof paint of reputed make.				
Flooring					
All Rooms	800 x 800mm vitrified tiles of reputed make				
Toilets/Wash Area	Anti skid ceramic tiles for toilets and balconies				
Doors & Windows					
All Doors	Imported wood door frame and flush shutter with veneer & melamine polish on both sides, fitted with good quality hardware and locking system of reputed make				
Windows& French Doors	UPVC Frames with plain glass and additional mosquito screen				
Kitchen	Cooking Platform of Granite and Stainless Steel sink with water tap & Provision for water purifier				
Water Supply	Adequate water supply for all flats with overhead Tank and underground sump				
Tile Dadoing	1V. 1A				
Kitchen	Digital glazed ceramic tile dado up to 2' height above kitchen platform				
Toilet	Digital glazed ceramic wall tile dado up to 7' height of reputed make				
Utility/Wash	Glazed ceramic tile dado up to 3' height				
Vertical Circulation	Lift of Schindler or equivalent make as per design / Approval				
Power Backup	100% Generator Backup				
Parking	Adequate car parking is available				
Electrical	3 Phase power supply for each individual flat				
	PVC Piping of Sudhakar or equivalent make				
	Concealed copper wiring of Polycab or equivalent make				
	AC points for all Bed rooms				
	 Power points for cooking range, chimney, microwave, refrigerator, mixer, grinder in kitchen and Geyser point in Toilets. 				
	 Modular switches of legrand or equivalent make 				
Salient Features	Vaastu Compliant designs				
	Exclusive Fire Fighting System				
	100%Generator backup				
	Water from HMWSSB				
	Sewage Treatment Plant				
	Piped Gas				
Amenities	Club House of built-up area equivalent to 3% of the total residential area as per HMDA norms				

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