

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this ____ day of _____, 2022 by and between:

Mr. Venugopal Rao Bejugama, S/o. B. Laxman Rao, Aged about 50 years, Occ: Service, R/o. Plot No. 67, Dwaraka Nagar Colony, Lothkunta, Alwal, Secunderabad-15, presently residing at 8, Timber Ridge Road, North Brunswick, New Jersey, USA-00902.
PAN: FRUPB5375P

(Herein after referred to as the '**LAND OWNER/FIRST PARTY**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to include all his legal heirs, successors, executors, administrators, and assigns) of the ONE PART.)

AND

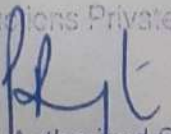
M/s. PAGADALA CONSTRUCTIONS PRIVATE LTD., a private limited company incorporated under Companies Act, 1956 with CIN No. U45200AP2010PTC070361, 2010-2011, dt: 17-09-2010, Having its registered office at # 8-10, Fortune Chambers, 5th Floor, Image Gardens Lane, Madhapur, Hi-Tech City, Hyderabad-500081, T.S. PAN: AAFCP6819C Represented by its **Managing Director**.

Sri. PAGADALA RAJESH, son of Sri. Sarangapany Pagadala, aged about 51 years, occupation: business, resident of 8-1-299/SV/1, Road No.82, Senor Valley, Film Nagar, Jubilee Hills, Shaikpet, Hyderabad-500096, T.S. Aadhaar: 2919 9020 4878, PAN: AREPP0973A.

Hereinafter called the "**DEVELOPER / VENDOR**" which expression shall mean and include all its heirs, legal representatives, successors, executors, administrators and assignees etc., of the First Part.

AND

For Pagadala Constructions Private Limited


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Sri XXX S/o. XXXXX, aged about XXX years, Occupation: Business, Resident of House No. _____.

Hereinafter referred to as the **VENDEE**, which expression shall mean and include all his heirs, successors, administrators, nominees, assignees, executors and agents etc.

WHEREAS originally **Mr. Venugopal Rao Bejugama, S/o. B. Laxman Rao**, is the absolute owner and possessor of:

1. Plot No. 40, 41 and 42 admeasuring **845 sq.yds.**, in Sy.No. 40 vide document No. **16168 of 2007**, Dtd: 21st September, 2007, registered at S.R.O., Medchal. totally admeasuring **845 sq.yds.**, situated at Gundlapochampally Village and Mandal, Medchal-Malkajgiri District.

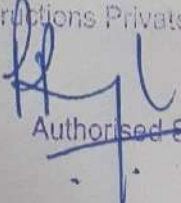
AND WHEREAS the owner of above plots for better utilization and benefits has clubbed the said plots into one unit and proposed to construct residential complex over and above the said land accordingly entered into registered Development Agreement-cum-GPA with M/s. PAGADALA Constructions Pvt. Ltd., vide Doct. No. 18882 of 2021, dated: 27th December 2021, and registered at S.R.O., Medchal.

AND WHEREAS The Developer has obtained joint project approvals from the authorities and the authorities has granted a single plan for construction of the project on the schedule property along with another extent of 845 Sq. yards of other owner which is adjacent to the schedule property.

AND WHEREAS as per the terms of Development Agreement, the developer have obtained permit and sanction plan from The Commissioner, Dundigal Municipality vide File No. _____ Permit No. _____/, dt: _____ HMDA Technical Approval No. _____, dt: _____ for construction of residential building with 1 Ground Floor + 5 Upper Floors and named as "**PAGADALA's ANVI**". The said project is registered with RERA and will comply the rules and regulations as per RERA.

AND WHEREAS the Developer company has authorized its Managing Director Sri. Pagadala Rajesh to negotiate, execute, receive sale consideration and register this agreement in favour of the Vendee.

For Pagadala Constructions Private Limited


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AND WHEREAS the Developer / Vendor offered to sell all that the Residential Flat No. _____, 2BHK on _____, in the project "PAGADALA'S ANVI", admeasuring _____ Sft., including common area with one car parking, amenities and facilities with undivided share of land admeasuring _____ sq.yds., out of 845 sq.yds., in Sy.No. 40 of Bowrampet Village, situated at Gundlapochampally Village and Mandal, Medchal-Malkajgiri District, T.S. (hereinafter referred to as the "SCHEDULE PROPERTY") to the Vendee for a total sale consideration of Rs. _____/- (Rupees _____ only) and the Vendee herein has agreed to purchase the above mentioned Residential Flat for the said sale consideration which includes the consideration for the purchase of the proportionate Undivided share of land. The said flat has fallen to the share of Developer as per the registered Supplementary Development Agreement executed on dated: _____, and registered vide Doct. No. _____, and dt: _____, and registered at S.R.O., Qutubullapur.

NOW THIS AGREEMENT WITNESSES AS UNDER:

1. That the Parties of the First Part/Developer shall sell property mentioned in Schedule B to Party of the Second Part/Purchaser and the Party of the Second part shall purchase, the said property mentioned in Schedule B for a consideration of Rs. XXXXXXXXXX/- (Rupees XXXXXXXXXXXX Only) including the cost of Amenities.
2. That the Purchaser has paid a sum of Rs. XXXXXXXXXX/- (XXXXXXXXXXXXXXXX). Herein as part of the consideration agreed for, the receipt of which is hereby acknowledged by the Parties of First part/Developer.
3. That the Purchaser confirms that he has availed as special discount on the sale price at the time of booking and herein has agreed to pay the entire sale consideration to the Parties of the First Part as per the below schedule.

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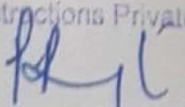

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Schedule of Payment

S. No.	*Stage of Payment	Amount (Rs.)
1	Booking Advance	XXXXXXXX/- + GST
2	On or Before 03.09.2022	XXXXXXXX/- + GST
3	On Commencement of Footing	XXXXXXXX/- + GST
4	On Commencement of 1 st Slab	XXXXXXXX/- + GST
5	On Commencement of 2 nd Slab	XXXXXXXX/- + GST
6	On Commencement of 3 rd Slab	XXXXXXXX/- + GST
7	On Commencement of 4 th Slab	XXXXXXXX/- + GST
8	On Commencement of 5 th Slab	XXXXXXXX/- + GST
9	On Commencement of Top (6th) Slab	XXXXXXXX/- + GST
10	On Commencement of Brickwork	XXXXXXXX/- + GST
11	On Commencement of Flooring	XXXXXXXX/- + GST
12	On Handing over (for Interior Works)	XXXXXXXX/- + GST
	TOTAL	XXXXXXXX + GST

4. The Purchaser agrees that all the above installments need to be paid by the Party of the Second Part without any default strictly as per the payment schedule since the Purchaser has availed a special discounted sale price at the time of booking.
5. The Purchaser shall have the option to avail a home loan and the Purchaser shall get the loan sanctioned and make the payments as per Schedule mentioned supra. In case, the Party of the Second Part fails to get the home loan sanctioned due to non-submission and execution of home loan documents within the prescribed time limit, the Parties of the First part shall not be responsible for the same.
6. Sale Agreement would be entered into only after payment of 30% of the total Flat cost. In case the Purchaser wants to avail Home Loan for the purchase of property, the Purchaser is required to provide loan sanction letter from a bank for the balance amount before entering into an agreement.
7. A Tripartite Agreement between Bank, Purchaser and the Developer shall be executed only upon the payment of the difference in amount between Sale Price and the Bank sanctioned loan amount by the Customer.

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8. Housing Loans from financial institutions/ banks as nominated by the Developer shall be given preference in availing home loan by the Purchaser. However, if the Purchaser chooses an alternate bank of his/her choice, and the said bank refuses to extend financial assistance on any grounds whatsoever or the Purchaser is not eligible for home loan, then the Purchaser shall not make such refusal as an excuse for nonpayment of installments on time.
9. In case of lower Home loan eligibility of the Purchaser the difference in amount between Sale Price and the Bank Sanctioned Loan amount should be paid by the Purchaser. A Tripartite Agreement between Bank, Purchaser and the Parties of the First Part shall be executed only upon the payment of the difference in amount between Sale Price and the Bank Sanctioned Loan Amount.
10. Timely payment of installments as per the work progress is mandatory. In case of delay in making payments for first 30 days, an interest of 1.5% per month will be levied on the due amounts and beyond 30 days will attract an interest of 2.0% per month. Developer reserves the right to cancel the booking in case of delay of such payments exceed 3 months and resell/ allot the flat to an alternate buyer without any further notice to the Purchaser.
11. In case if any non-payment of funds by the Purchaser for more than 3 months after the due date; results in delay of project which in-turn increases the cost of the project, the Developer is entitled to charge the Purchaser an additional rate up to Rs.250 per SFT to cover the increased costs only if applicable.
12. The Developer shall have the first lien on the Flat for all its dues and other sums payable by the Purchaser to the Developer. This agreement of sale does not convey in favour of the applicant any right, title or interest of whatsoever nature unless and until required documents such as Sale Deed is executed by the applicant.
13. No cancellation is permitted once initial 10% payment is made. In case of cancellation due to non-payment of funds by the Purchaser, an amount of Rs. Five Lakhs or 10% of the total sale consideration whichever is less will be forfeited from the booking amount towards cancellation charges.
14. In case of any cancellation request made by the Purchaser for whatever reason after confirmation of the booking and substantial construction progress is made in the project, the Developer is entitled to forfeit certain amount paid by the Purchaser to cover the

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additional expenditure required to resell the flat. The Developer shall refund the balance amount only after the said Flat is resold and the amount from the re-sale is realized by the Developer.

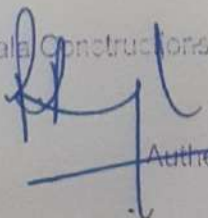
15. Cancellation of booking attracts cancellation charges as mentioned above on the total cost of the apartment (including amenities) + GST amount paid to the government. The refund shall be only after finding an alternative buyer for this booking. Refund of advance to be paid after getting the alternative Purchaser subject to the deduction of the cancellation charges on total cost of the apartment (including amenities) + GST tax paid to the government as mentioned above.
16. The Purchaser, until the date of making the payment of the full consideration due to the Developer as per this Agreement, and before taking over the possession of the Schedule B property from the Parties of the First Part/Vendors, shall not enter into any Agreement of Sale / Sale Deed of the Schedule B property without the prior consent of the Developer in writing.
17. Payment of all installments of sale consideration shall be paid by way of crossed account payee check / pay order / demand draft / RTGS / NEFT directly in favor of the Developer only. Developer shall not be responsible/accountable for any payments made to agent/ broker/ any third person. The Purchaser shall insist on duly signed receipt from the authorized personnel of the Developer for each payment.
18. The intended sale of the Flat is personal to the Purchaser and the Purchaser shall not be entitled to transfer/ assign/ resell his/her entitlement hereunder or rights or benefits under this confirmation letter or agreement of sale for the said flat to any other person or party in any manner whatsoever until the primary sale of all the units by the Developer in the project is completed.
19. In case the Purchaser desires to transfer the flat before registration/ possession to another person or party; a transfer charge of Rs. 300/- per SFT shall be payable at the time of transfer by the Purchaser. However, the transfer shall be on the sole discretion of the Developer and the same may be permitted only after receipt of 50% of the total sale consideration.
20. The Purchaser shall pay 100% of the total sale consideration and all additional dues pertaining to additional works or modifications carried out in the flat before registration of the Sale Deed and taking possession of the flat.

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21. The Purchaser herein shall be responsible for payment of the stamp duty and registration charges in respect of the Sale Deed/s to be executed by the Developer herein in respect of the schedule "B" property and also shall be liable to incur any expenditure in connection with the same.
22. Registration charges, Stamp duty and other incidental expenses there to, as applicable at the time of registration shall be extra and is to be borne by the Purchaser.
23. GST and other duties, taxes, assessments and levies as applicable from time to time shall be paid by the Purchaser in addition to the sale price along with each payment installment.
24. Corpus fund and maintenance charges as per the standard norms shall be paid by the Purchaser at the time of registration or at the time of flat handing over whichever is earlier.
25. The construction of flat would be completed in 24 months from the date of execution of this agreement (with an extension of 6 months) subject to the Party of the Second Part makes the payment as per the agreed schedule of payment.
26. Cost of any additions and alterations, changes in fittings and fixtures made over and above the specifications shown in the brochure at the request of the Purchaser shall be charged extra.
27. Cost of Municipal water connection and Electricity connection shall be paid by the purchaser as per the actual costs incurred by the Developer at the time of hand over of the flat as per the booking terms.
28. Allotment of Car Parking is the sole discretion of the Developer and it may allot on priority of booking date/ lottery basis and/or in any manner as deemed fit by the Developer.

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SCHEDULE OF THE PROPERTY

All that the Residential Flat No. _____, 2BHK on Fourth Floor, in the project "PAGADALA'S ANVI", admeasuring 1200 Sft., including common area with one car parking, amenities and facilities with undivided share of land admeasuring _____ sq.yds., out of 845 sq.yds., in Sy.No. 40 of Bowrampet Village, situated at Gundlapochampally Village and Mandal, Medchal-Malkajgiri District, T.S. and bounded as under.

BOUNDARIES OF FLAT

NORTH : Open to Sky
SOUTH : Open to Sky, Flat No
EAST : Corridor, Flat No
WEST : Open to Sky

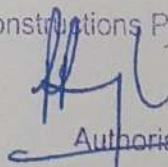
BOUNDARIES OF THE ENTIRE PROPERTY:

NORTH : Neighbours land
SOUTH : 30' wide road
EAST : Plot Nos. 39, 38, and 37
WEST : 25' wide road.

In witness whereof the Vendor / Land Owner and Vendee have signed and executed this agreement of sale with free will and consent on this the day, month and year aforementioned.

WITNESSES:

For Pagadala Constructions Private Limited



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DEVELOPER / VENDOR

1.

2.

VENDEE