

**AGREEMENT OF SALE and CONSTRUCTION**  
**(SEE RULE 38)**

This Deed of Sale Agreement and Construction is made and executed on this \_\_\_ day of November, 2018 by:

1. **SMT. MANJULA NARSA, W/O. SRI. M. NARSAIAH**, Age: 55 years, Occupation: Business, R/o. H. No. 8-2-460/2/A/1, Road No. 4, Banjara Hills, Hyderabad - 500 034, PAN No. ABWPN4588K. Aadhar No. 2350 6980 5281.
2. **SRI. M. PRAMOD, S/o. SRI. M. PURNACHANDRA RAO**, aged about 45 years, Occ: Business, R/o. Flat No.401, Viswanadh Residency, Sreenivasa Nagar Colony, S.R. Nagar, Hyderabad - 500038.
3. **SMT. T. SRIDEVI, W/O. SRI. T. SESA GIRI RAO**, aged about 41 years, Occ: Service, R/o. Flat No.G-2, Plot No.205, Moon Rock Residency, Kalyan Nagar, Hyderabad - 500038.
4. **SRI. YARLAGADDA SRIDHAR, S/O. SRI. Y. SATYANARAYANA**, aged about 39 years, Occupation: Manager, R/o. H.No.7-2-1755-1813/5, Vaishnavi Sunrise Apartments, Flat No.303, Czech Colony, Lane-3, Opp Gokul Theater Sanath Nagar, Hyderabad - 500018.
5. **M/s. SABA HOUSING Pvt. Ltd., Rep. by its Managing Director MR. SHAIK KHAN MOHAMMED S/o. LATE. Shaik Mohammed**, aged about 66 years, Occupation: Business, R/o. H.N o.10-3-274/C, Humayun Nagar, Hyderabad.
6. **M/s. SABA HOUSING Pvt. Ltd., Rep. by its Managing Director MR. SHAIK MOHAMMED ABDULLAH S/o. Shaik Khan Mohammed**, aged about 37 years, Occupation: Business, R/o. H.No.10-3-284/2/2, Humayun Nagar, Hyderabad.

For M/s. Shanta Sriram Constructions Pvt. Ltd.  
  
 Managing Director

(Hereinafter collectively referred to as the “**FIRST PART/ LAND OWNERS**” which expression shall mean and include all their representatives, nominees, executors, assignees, legal heirs, etc.).

1. **M/s. SHANTA SRIRAM CONSTRUCTIONS PVT. LTD.**, a Company registered under the Companies Act, 1956 having its registered office at # 501, Oasis Center, H.No.6-3-1112, Somajiguda - Begumpet Main Road, Hyderabad - 500016, represented by its Managing Director **Sri. M. NARSAIAH, S/o. Sri. SRIRAMULU**, Age: 47 years, Occupation: Business, R/o. H. No. 8-2-503, Beside Iranian Consulate, Road No. 7, Banjara Hills, Hyderabad - 500034.
2. **Sri. T.VEERENDER, S/o. Sri. T. DEVENDER GOUD**, Age : 34 years, Occ: Business, R/o. H. No. 8-2-503, Road No. 7, Banjara Hills, Hyderabad-500034.
3. **M/s. ASHWANTH ESTATES PVT. LTD.**, represented by its Managing Director **Sri. T. ASHOK KUMAR, S/o. Sri. SAYANNA GOU D**, Age: 58 years, Occ: Business, R/o. 8-2-293/82/ A/281-P, Road No. 10B, Jubilee Hills, Hyderabad.
4. **SMT. T. ADI LAKSHMI, W/o. Late. Sri. T. Yadaiah Goud**, aged about 70 years, Occ: House wife, R/o. H.No.4-1-16, Tilak Road, Abids, Hyderabad.

(Hereinafter called the “**VENDORS/BUILDER & DEVELOPER**” of the **FIRST PARTY**).

**IN FAVOUR OF**

**SRI.** \_\_\_\_\_, **S/O.** \_\_\_\_\_, aged about \_\_\_\_\_ years, Occupation: \_\_\_\_\_, R/o. \_\_\_\_\_

(Hereinafter called the “**VENDEE**” of the **SECOND PARTY**).

Which expression the **VENDOR** and **VENDEE** shall mean and include all their legal heirs, executors, legal representatives, administrators, successors and assignees etc.,

Whereas “**LAND OWNER No.1**” is the Absolute Owner and Possessor of land admeasuring **Ac.0-22 Guntas or 2662 Sq.Yards** in Survey No. 140, Situated at **KISMATHPUR VILLAGE & GRAM PANCHAYATH**,

For M/s. Shanta Sriram Constructions Pvt. Ltd.

*M. Narsaiah*  
Managing Director

Gandipet Mandal, Ranga Reddy District., vide Registered Sale Deed Doct No.8025/2017, Date:30.11.2017, Registered at S.R.O., Gandipet, Ranga Reddy District.

Whereas "LAND OWNER No.2" is the Absolute Owner and Possessor of land admeasuring Ac. 0-02 Guntas or 242 Sq.Yards in No. 139/A and 140/E, Situated at KISMATHPUR VILLAGE & GRAM PANCHAYATH, Rajendra Nagar Mandal, Ranga Reddy District., vide Sale Deed Document No. 5276/2011, Dated 16<sup>th</sup>, June, 2011, Registered at Registered at R.O., Ranga Reddy District,

Whereas "LAND OWNER No.2" also is the Absolute Owner and Possessor of land admeasuring Ac. 0-07.73 Guntas or 935.33 Sq.Yards in No. 140/E, Situated at KISMATHPUR VILLAGE & GRAM PANCHAYATH, Rajendra Nagar Mandal, Ranga Reddy District., vide Sale Deed Document No. 9249/2006, Dated 3<sup>rd</sup>, July, 2006, Registered at Registered at S.R.O., Rajendranagar.

Whereas "LAND OWNERS No.3 & 4" are the Absolute Owners and Possessors of land admeasuring Ac.0-11.62 Guntas or 1406.02 Sq.Yards (out of total land admeasuring Ac.0-15 Guntas), in No. 139 and 140, Situated at KISMATHPUR VILLAGE & GRAM PANCHAYATH, Gandipet Mandal, Ranga Reddy District., vide Sale Deed Document No. 16165/2015, Dated 24<sup>th</sup>, November, 2015, Registered at Registered at R.O., Ranga Reddy District, having purchased the same from Smt. Meka Swarna Kumari.

Whereas "LAND OWNER" No. 5 is the Absolute Owner and Possessor of land admeasuring Ac 1-00 Guntas or 4840 Sq.Yards in Survey No. 140, Situated at KISMATHPUR VILLAGE & GRAM PANCHAYATH, Rajendra Nagar Mandal, Ranga Reddy District., vide Sale Deed Document No. 14632/2006, Dated 30<sup>th</sup>, October, 2006, Registered at Registered at S.R.O., Rajendra Nagar.

Whereas "LAND OWNER" No. 5 is also the Absolute Owner and Possessor of land admeasuring Ac 0-25 Guntas in Survey No. 139/A, and Ac 0-21 Guntas in Survey No. 140/E, total land admeasuring Ac 1-06 Guntas or 5566 Sq.Yards, Situated at KISMATHPUR VILLAGE & GRAM PANCHAYATH, Rajendra Nagar Mandal, Ranga Reddy District., vide Sale Deed Document No. 10664/2006, Dated 31<sup>st</sup>, July, 2006, Registered at

For M/s. Shanta Sriram Constructions Pvt. Ltd.  
  
 Managing Director

Registered at S.R.O., Rajendra Nagar.

Whereas "LAND OWNER" No. 6 is the Absolute Owner and Possessor of land admeasuring Ac 2-10.65 Guntas or **10968.65 Sq.Yards (out of total land admeasuring Ac.2-30 Guntas)** in No. 139 and 140, Situated at Dargah Khalijkhan, **KISMATHPUR VILLAGE & GRAM PANCHAYATH**, Rajendra Nagar Mandal, Ranga Reddy District., vide Sale Deed Document No. **14631/2006**, Dated 30th, October, 2006, Registered at Registered at S.R.O., Rajendra Nagar.

Whereas, the Land Owner No.1 herein entered into Development Agreement cum GPA vide registered DAGPA doct No. \_\_\_\_\_, dated:\_\_\_\_\_, registered at S.R.O., Gandipet, with Developer No.1 to the land admeasuring **2662 Sq.Yards**, in Survey No.140, Situated at Kismathpur Village and Grampanchayath, Rajendranagar Mandal, Ranga Reddy District, with development ration of 40% to Land owner No.1 and 60% to the Builder and Developer No.1 only in Apartments/LIG & EWS.

Whereas, the Land Owners No. 2, 3 & 4 herein entered into Memorandum of Agreement vide registered doct No. \_\_\_\_\_, dated:\_\_\_\_\_, registered at S.R.O., Gandipet, with Builders & Developers to the Land admeasuring **2583.35 Sq.Yards**, in Survey No.139, 139/A & 140, 140/E, Situated at Kismathpur Village and Grampanchayath, Rajendranagar Mandal, Ranga Reddy District, with terms and conditions of Builders and Developers have agreed to allot plotted area of land admeasuring 1992 to the land owners No.2, 3 & 4 for their proportionate share and remained plotted area to the Builders and Developers.

Whereas, the Land Owners No.5 & 6 herein entered into Development Agreement cum GPA vide registered DAGPA doct No. **14917/2006**, dated:03.11.2006, registered at S.R.O., Rajendranagar, with developers to the extent of **Ac.4-00 Guntas or 19360 Sq.Yards**, in Survey No.139 & 140, Situated at Kismathpur Village and Grampanchayath, Rajendranagar Mandal, Ranga Reddy District, with development ratio of 42% to Land Owners No.5 & 6 and 58% to Builders and Developers exclusively only in Villas.

Whereas, the Land Owner No.6 herein entered into Development Agreement cum GPA vide registered DAGPA doct No. \_\_\_\_\_, dated:\_\_\_\_\_, registered at S.R.O., Gandipet, with Builders & Developers to the Land admeasuring **2014.65 Sq.Yards**, in Survey No.139, 139/A & 140, 140/E, Situated at Kismathpur Village and Grampanchayath, Rajendranagar Mandal, Ranga Reddy District, with developer ratio of 44% to the land owner No.6 for his proportionate share and 56% to the Builders and Developers.

Whereas the Land Owners and Developers herein have obtained permission from Hyderabad Metropolitan Developer Authority vide Permit No.19/

For M/s. Shanta Sriram Constructions Pvt. Ltd.

*M. Nassar*  
Managing Director

GHSLO/Plg/ORRGC/H/2016, File No. 100191/GHSLO/Plg/ORRGC/H/2014, dated:06.09.2016, for construction of Villas and Apartments consisting of Stilt + Five Upper floors over the schedule property for the land admeasuring **Ac.5-20 Guntas** as mentioned in the Sanction Plan consenting 47 Villas and 30 flats and 20 LIG & EWS. Whereas the parties after mutual negotiations have decided to allocate their respective share of buildup area in proportion to the extent of land held by them and accordingly the parties have decided and allocated their respective shares on the following terms and conditions.

Whereas the Land Owners and Builders and Developers entered into Supplementary Agreement vide Doct No.\_\_\_\_\_, dated: \_\_\_\_\_ for distribution of respective share of villas, which were shown in the said Agreement. The **Villa No.** \_\_\_\_\_, is falls under the share of Vendor/Builder & Developer herein.

WHEREAS the Vendor/Builder and Developer is the sole and absolute owner and peaceful possessor of the Semi-Finished residential Villa No.\_\_\_\_\_, on admeasuring \_\_\_\_\_ Sft, including 25% common areas on outer to outer dimension along with land admeasuring \_\_\_\_\_ Sq.Yards or \_\_\_\_\_ Sq.Meters, out of total land admeasuring **26,620** Sq.Yards, in "**SHANTA SRIRAM BROOKWOODS**" in Sy. Nos. **139, 139/A, 140 140/E**, situated at **Kismathpur Village & G.P.**, Gandipet Mandal, Ranga Reddy District, morefully described in the Schedule Property - B annexed hereto.

WHEREAS the VENDOR/BUILDER AND DEVELOPER has agreed and offered to sell the Semi-Finished residential Villa No.\_\_\_\_\_, on admeasuring \_\_\_\_\_ Sft, including 25% common areas on outer to outer dimension along with land admeasuring \_\_\_\_\_ Sq.Yards or \_\_\_\_\_ Sq.Meters, out of total land admeasuring **26,620** Sq.Yards, in "**SHANTA SRIRAM BROOKWOODS**" in Sy. Nos. **139, 139/A, 140 140/E**, situated at **Kismathpur Village & G.P.**, Gandipet Mandal, Ranga Reddy District, to the VENDEE, for a total sale consideration of **Rs.**\_\_\_\_\_, and the VENDEE has/have agreed to purchase the same for the said sale consideration.

**NOW IT IS NOW AGREED BY AND BETWEEN THE PARTIES  
AS FOLLOWS:**

1. Whereas the VENDEE agreed to purchase the above said Semi-Finished residential villa for a total Sale Consideration of **Rs.**\_\_\_\_\_for the area of \_\_\_\_\_ **Sq. Ft.**, , (including 25% common area on outer to outer dimension & as per physical measurements at the time of occupation).

The Vendee had already paid the sale consideration of **Rs.**\_\_\_\_\_ for the above said flat to the "BUILDERS & DEVELOPER" in the following manner:

For M/s. Shanta Sriram Constructions Pvt. Ltd.  
  
Managing Director

a) **Rs.**\_\_\_\_\_.

b) **Rs.**\_\_\_\_\_.

The Vendee shall pay remaining sale consideration of **Rs.**\_\_\_\_\_ for the above said villa to the "BUILDERS & DEVELOPER" in the following manner :

- a. **Rs.**\_\_\_\_\_-/- shall be payable on completion of slab work.
- b. **Rs.**\_\_\_\_\_-/- shall be payable on commencement of Brick Work.
- c. **Rs.**\_\_\_\_\_-/- shall be payable on commencement of Flooring work.
- d. **Rs.**\_\_\_\_\_-/- at the carpentry work starting by the Vendee.
- e. **Rs.**\_\_\_\_\_-/- shall be payable at the time of possession of the flat.

2. The VENDOR/BUILDERS AND DEVELOPERS shall get the Sale Deed Registered at appropriate stage, after received the balance sale consideration with all the taxes, additional costs if any or getting the loan sanction from any financial institution for the balance of payment.
3. The VENDOR/ BUILDERS & DEVELOPERS shall complete the above said Residential flat in 36 months with 6 months of grace period from the date of this agreement and it shall be handed over after receiving all the payments only.
4. In case, if the VENDEE fails to pay the above scheduled payments as per the progress of the work, Vendee has to pay an interest @ 18% on the delayed payments. If delay persists more than 3 months on scheduled installments, VENDOR/ BUILDERS & DEVELOPERS shall have the right to cancel booking of this flat and reimburse the 75% of the cost and forfeit 25% cost towards loss or damage caused. If VENDOR/ BUILDERS & DEVELOPERS fails to complete the said Flat and handover within 24 months with a grace period of 6 months from the date of this agreement, the VENDOR/ BUILDERS & DEVELOPERS has to pay interest of **Rs.10,000/-** Per Month as rental to the Vendee up to handover of the flat.
5. The VENDEE shall give one-month prior intimation and pay all the amounts including all taxes, charges, additional works cost if any, car parking charges, amenities charges, water & electricity charges etc., and get the permission and No-Due certificate from the VENDOR/ BUILDERS & DEVELOPERS to take the possession or to take-up their own works like wooden work, interior works, furnishing of the flat.

For M/s. Shanta Sriram Constructions Pvt. Ltd.

*M. Nassar*  
Managing Director

6. The VENDEE is responsible for any material loss, damage, etc., in the flat after starting of his own works like wooden work, interior works, and furnishing of the flat, and electricity bills, property taxes, any other consumables charges shall be paid by the VENDEE only.
7. The VENDEE shall bear and pay for the cost of stamps, registration and other charges for conveyances of the property and shall defray all charges for documentation in their favour.
8. The VENDOR/ BUILDERS & DEVELOPERS shall maintain the building for 2 Years by collecting monthly maintenance of Rs. \_\_\_\_/- from the VENDEE from the date of First flat occupation and form an association and handover the building after \_\_\_\_ years.
9. The Vendee shall pay the Corpus fund of Rs. \_\_\_\_/- Per Sft to the association.
10. The VENDEE shall become a member of the Body of Association that may be formed to look after the common areas and general upkeep and maintenance charges as may be fixed by the said body or association.
11. Any defect or deficiency in the flat shall be rectified by the VENDOR/ BUILDERS & DEVELOPERS if pointed out by the VENDEE within 6 months from the date of taking possession.
12. The VENDEE shall not have any terrace rights which stand vested exclusively in the VENDOR/ BUILDERS & DEVELOPERS and "LAND OWNERS" with power and entitlement to make further construction as per applicable Building Regulations and utilizing the permissible built up area and rights of disposal of such additional constructions.
13. The Vendor/Builders & Developers shall not incur any liability if they are unable to construct and deliver the schedule property with the time stipulated herein above if the building complex is delayed by reason beyond control such as curfew, bundhs, strikes, non-availability of steel, cement and other building materials, fittings and fixtures, labour etc. or on account of prevention obstruction or prohibition by the authorities concerned for no fault of the Vendor/Builders & Developers in which case the VENDEE shall have no right to claim any interest loss or damages.
14. The VENDEE shall take the possession of the said Flat on and after payment of the all installments within one week of the receipt of the intimation that the said Flat is ready to delivery. However from the date of such intimation regarding completion of Flat, the VENDEE shall be entitled to pay his share of proportionate amount of maintenance of the building either to the Association if formed or to the Vendor/Builder & Developer.

For M/s. Shanta Sriram Constructions Pvt. Ltd.  
  
 Managing Director

15. That the VENDEE shall not transfer or assign part with their interest or possession of the said Flat or transfer or assign the rights under this Agreement without permission in writing of the Vendor/Builders & Developers in that behalf. Any transfer or assignment made by the VENDEE (s) in contravention to this clause shall be null and void and shall not be binding on the Vendor/Builder and Developer.
16. The VENDEE further covenants with the Vendor/Builders & Developers and through it with the Purchases of the other premises that they may shall not demolish or cause to be demolished any structure in the said building or any portion of the same nor will he at any time make or cause to made any new constructions of whatsoever nature on the said Flat or building or any part thereof nor make any alterations, additions in or to the said premises without the consent in writing of the Vendor/Builders & Developers or the proposed society or association of all VENDEE which may be formed.
17. The VENDEE shall have right to enjoy and use along with their other co-owners including the Vendor/Builders & Developers 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.
18. The VENDEE shall not use the premises or permit the same to be used for any purpose whatsoever other than the residential. The VENDEE 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. If the VENDEE intends to carry out any wood work or interior works they shall be permitted to do so only after handing over the Flat by the Vendor/Builders & Developers on payment of total sale consideration.
19. In case if the permission of Electricity, Drainage, water, sewerage and other connections are delayed due to the procedures of the Government.
20. In case if the VENDEE intends to occupy the Flat before the installation of transformer and regular electrical connection, he shall pay the electric charges as per the commercial rates to be charged by the Electricity Department with maintenance as agreed upon between both parties at the time occupation.
21. The expenses and deposits on account of sales tax TSGST, VAT,

For M/s. Shanta Sriram Constructions Pvt. Ltd.

M. Narsaiah  
Managing Director

Service Tax or Residential or any State or Central Government taxes voluntary contribution etc. have to be paid by the VENDEE. In case such expenses or deposits or taxes collected from the VENDOR/BUILDERS & DEVELOPERS, it shall be entitled to recover the same proportionately from the VENDEE at the time of delivery of possession of the said flat.

22. It is hereby agreed and declared that the VENDEE shall not be entitled to call upon the Vendor/Builders & Developers to deliver possession till the execution of Sale Deed in favour of the VENDEE nor shall the VENDEE 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 Vendor/Builders & Developers in favour of the VENDEE.
23. All notices to be served on the VENDEE as contemplated by this Agreement shall be deemed to have been duly served to the VENDEE by Registered Post A.D at his address specified below:

SRI \_\_\_\_\_,

R/o. \_\_\_\_\_.

#### **SCHEDULE OF PROPERTY - A**

All that land admeasuring 5 Acres 20 guntas (26,620 Sq.Yards), in Sy. Nos. 139, 139/A, 140 140/E, situated at Kismathpur Village & G.P., Rajenderanagar Mandal, Ranga Reddy District and bounded by:

|       |   |                                                   |
|-------|---|---------------------------------------------------|
| NORTH | : | Marica High School.                               |
| SOUTH | : | Neighbours Land & Road.                           |
| EAST  | : | Land to Girighari Apartments and Neighbours Land. |
| WEST  | : | Neighbours Land.                                  |

For M/s. Shanta Sriram Constructions Pvt. Ltd.

*M. Nassar*  
Managing Director

**SCHEDULE OF PROPERTY – B**

All that the Semi-Finished residential Villa No.\_\_\_\_\_, on admeasuring \_\_\_\_\_ Sft, including 25% common areas on outer to outer dimension along with land admeasuring \_\_\_\_\_ Sq.Yards or \_\_\_\_\_ Sq.Meters, out of total land admeasuring **26,620** Sq.Yards, in **"SHANTA SRIRAM BROOKWOODS"** in Sy. Nos. **139, 139/A, 140 140/E**, situated at **Kismathpur Village & G.P.**, Gandipet Mandal, Ranga Reddy District, and bounded as follows:-

**NORTH** :  
**SOUTH** :  
**EAST** :  
**WEST** : .

IN WITNESSES WHEREOF the VENDOR and VENDEE has/have signed on this deed of Sale Agreement with free will and sound mind on the above said date in the presence of the following witnesses.

For M/s. Shanta Sriram Constructions Pvt. Ltd.  
  
 Managing Director

**SIGNATURE OF THE  
VENDOR/BUILDER AND DEVELOPER**

**WITNESSES:**

1.

2.

**SIGNATURE OF THE VENDEE**