**AGREEMENT OF SALE**

This Agreement of Sale is made and executed on this the 14th day of September 2024 by:

**Sri Vivek Sekar** (Aadhaar No. 619007804745), aged about 40years, son of Sri Mani Sekar, residing at Flat No. B-902, Nagarjuna Residency apartments, NCC Urban, Gachibowli, Hyderabad - 500032.

(Hereinafter to referred to as the “**VENDOR**” which term unless repugnant to the context or meaning thereof shall mean and include all her legal heirs, representatives, successors, representatives, executors, administrators, and assignees etc.)

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**Tummati Sai Bharath** (Aadhaar 418843550373, S/o Tummati Balasubrahmanyam, Resident of 8-2-269/19/382/A, Indra Nagar, Banjara Hills, Hyderabad - 500033

(Hereinafter to be referred to and called as the **“VENDEE”** which expression shall mean and include all its executors, administrators, legal representatives, nominees and assignees etc.)

**WHEREAS**

1. M/s Poojitha Constructions represented by its Managing director, K Sunil Kumar Reddy, along with two others, Sri. VSSC Srinivasa Raju and Sri. Ch. Venkatapathy Raju were absolute owners of the premises bearing MCH no. 8-2-269/19/S/G&H, admeasuring 779 sq yrds, situated at Road # 2, Banjara Hills Hyderabad-500034, have agreed to sell 76.8sq yrds of undivided share of the land in Sri Rama Mount View apartment I Floor, Flat – 102, admeasuring 1778 sq.ft. to Dr.Revathi Ramachandran d/o R Rama Chandran.
2. Dr. Revathi Ramachandran, purchased the entire Schedule Property from the above-mentioned vendors vide registered Sale Deed bearing Document No.0626 of 1996 dated 07-03-1996, registered with the Office of the sub-registrar, Banjara Hills, Hyderabad.
3. The Vendor, being the absolute owner and possessor of the Schedule Property by virtue the will executed by Dr. Revathi Ramachandran dated 22.11.2019 in favor of Mr. Vivek Sekar and by virtue of the Mutation and Transfer of Title. The Vendor being desirous of selling the same, offered to sell the Schedule Property to the Vendee hereto, and the Vendee, being interested in purchasing the same accepted the said offer.
4. The Vendor thus hereby agrees to sell the Schedule Property, being all that Flat No. 102 on the Ground Floor, having a super built up area of 1778 sq. feet, 76.8 sq. yds of undivided share of land, with MCH d.no 8-2-269/19/S/G&H/102, Sri Rama Mount View, situated at Road No.2, Banjara Hills, Hyderabad 500034, Telangana, to the Vendee hereto for a total sale consideration of Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only) and the Vendee agreed to purchase the same for the said sale consideration.
5. The parties hereto, having agreed upon the terms of the Agreement of Sale, have further decided to reduce the same into writing.

**NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:**

1. The Vendor thus hereby agrees to sell the Schedule Property, being all that Flat No. 102 on the Ground Floor, having a super built up area of 1778 sq. feet, 76.8 sq. yds of undivided share of land, with MCH d.no 8-2-269/19/S/G&H/102, Sri Rama Mount View, situated at Road No.2, Banjara Hills, Hyderabad 500034, Telangana, to the Vendee hereto for a total sale consideration of Rs.1,15,00,000/- (Rupees One Crore Fifteen Lakhs Only) and the Vendee agreed to purchase the same for the said sale consideration.
2. The VENDEE, as per the instructions of the VENDOR paid an amount of Rs 5,08,000/- (Rupees Five Lakh Eight Thousand only) to the VENDOR, towards advance and part of sale consideration.

The receipt of which the VENDOR hereby admits and acknowledges.

1. That the VENDOR hereby covenants to furnish all original documents of title and other relevant documents for the purpose of legal scrutiny and this Agreement of Sale is subject to the satisfaction of the legal advisors of the VENDEE with regards to the title and possession of the VENDOR over the Schedule Property and her entitlement to sell the same.
2. VENDEE hereby covenants to pay the entire balance sale consideration amount of Rs. 1,09,92,000/- (Rupees One Crore Nine Lakhs Ninety Two Thousands only) at the time of execution of the registered sale deed within 45days from the date of this agreement. In the event, the balance payment remains unpaid within 45days, this agreement becomes void. Vendee agrees not to make any claim for refund of advance paid and the advance payment will be forfeited.
3. That upon receipt of entire balance sale consideration, the VENDOR shall execute a registered sale deed in favour of the VENDEE or its nominee(s).
4. The cost of stamp duty and charges of registration of sale deed shall be borne by the VENDEE.
5. The VENDOR hereby for herself and on behalf of her legal heirs covenants with the VENDEE that:
6. The VENDOR has good right and absolute authority to convey the Schedule Property hereby agreed to be sold to the use of the VENDEE in the manner aforesaid.
7. The VENDOR undertakes that the VENDOR shall and will from time to time and at all times hereinafter, at the costs and expense of the VENDEE, do execute or cause to be done other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in the law, whatsoever for the better and more perfectly and absolutely hereby agreed to be sold UNTO the use of the VENDEE in the manner aforesaid by the VENDEE or its Counsel in law shall be reasonably required.
8. The VENDOR hereby declares that there are no tax dues to the Revenue Department payable in respect of Schedule Property and that therefore the schedule property is free from all kinds of demands, encumbrances from the Revenue Department. The VENDOR shall bear all the taxes and duties payable to the Revenue Department and other departments up to the date of registration of Sale Deed to be executed by the VENDOR herein in terms of this Agreement of Sale.
9. That the VENDOR hereby undertakes to carry out any other or further acts including the execution of any additional documents or declarations for the purpose of enabling the VENDEE to perfect and completely enjoy the scheduled property agreed to be transferred to the VENDEE or its nominee(s) under this Agreement of Sale.
10. The VENDOR hereby declares that no litigation is pending in respect of the Schedule Property before any court of law or Authority and same is free from any claims.
11. The VENDOR hereby agrees and undertake to indemnify and keep indemnified the VENDEE against any claims of title and/or possession made by any person including any prior claims of the third parties claiming through the VENDOR.
12. The VENDOR hereby states that the VENDOR has not entered into any agreement of sale whatsoever in respect of the Schedule except with VENDEE, if this statement is found to be untrue, the VENDOR hereby undertakes to indemnify the VENDEE for all expenses that may be incurred by the VENDEE in perfecting its title unto the Schedule Property.
13. The VENDOR hereby undertakes not to enter into any transaction/ agreement with any other party in respect of the Schedule Property from the date of this Agreement of Sale.

SCHEDULE OF PROPERTY

All That Semi Furnished Flat No.102 in the Ground Floor admeasuring 1778sq. ft of plinth area along with 76.8 sq.yrds, proportionate undivided share of land out of 779 sq.yrds of the total land bearing MCH No. 8-2-269/19/S/G&H of Sri Rama Mount View Situated at Road No. 2, Banjara Hills, Hyderabad and bounded by :

North : Stairs, Flat 101

South : Open to Sky

East : Open to Sky

West : Open to Sky

IN WITNESS WHEREOF the Parties hereto have put their hands in and signed, this Agreement of Sale on the day, month and year mentioned hereinabove.

**WITNESSES:**

1. VENDOR

2.

VENDEE