

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this ___ day of ___ at Secunderabad by and between

M/S. SUMMIT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Partner, Mr. Soham Modi, S/o. Sri Satish Modi, aged about 35 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignee) of THE ONE PART.

AND

MIR. __, S/o. __, aged __, residing at __, hereinafter called the "Buyer" (Which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.) of THE OTHER PART.

SM
14/7/05

WHEREAS:

- A. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about 4,375 sq. yards, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, (hereinafter the said land is referred to as "The Scheduled Land") by virtue of under given registered sale deeds executed in favour of the Vendor by the former owners Sri Karipe Narsimha, & Sri Alla Muralikrishna Reddy.

Sale Deed Dated	Schedule and area of land	Document No	Registered with
24/05/2004	1,815 Sq. yds.	6020/2004	Sub Registrar, Uppal, R. R. Dist.
24/05/2004	2,560 Sq. yds.	6022/2004	Sub Registrar, Uppal, R. R. Dist.

The Schedule Land is described more fully and specifically in Schedule 'A' annexed to this Agreement.

- B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The Vendor herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under the above referred registered sale deeds.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing at its own cost, a block of residential apartments named as 'Silver Oak Apartments' consisting of about 120 flats, having stilts plus five floors, along with certain common amenities, recreation facilities, lighting, etc.
- D. The Vendor has obtained the necessary technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/1559/2004-2005 dated 10/01/2005 from Kapra Municipality.
- E. The Buyer is desirous of purchasing an apartment in the proposed building and has approached the Vendor.
- F. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Apartments.
- G. The Vendor has agreed to sell an apartment together with proportionate undivided share in land and parking space as a package.
- H. The Buyer has made a provisional booking vide booking form No. ___ dated ___ for the above referred apartment and has paid a booking amount of Rs. ___ to the Vendor.
- I. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Buyer agrees to purchase a Standard / Semi-deluxe / Deluxe Apartment together with proportionate undivided share in land and a parking space, as a package, as detailed here below in the residential apartment named as Silver Oak Apartments, being constructed on the Scheduled Land (such apartment hereinafter is referred to as Scheduled Apartment) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Apartment will be as per the specifications given in Schedule 'C'.

Schedule of Apartment

- a) Standard / Semi-deluxe / Deluxe Apartment No. __ on the __ floor, admeasuring __ sft of super built up area.
- b) An undivided share in the Schedule Land to the extent of __ Sq. Yds.
- c) A reserved parking space for a two wheeler on the stilt floor bearing no. __, admeasuring about 15 sft.
- d) A reserved parking space for a car on the stilt floor bearing no. __, admeasuring about 100 sft.
2. That the total sale consideration for the above shall be Rs. __ (Rupees __ only). The break-up of the total sale consideration is as under:

Sl. No.	Description	Amount (Rs.)
A.	Towards sale of undivided share in land	
B.	Towards sale of constructed area	
C.	Towards water supply & single / three phase electric power connection	
D.	Amenities charges	
E.	Two wheeler parking charges	
F.	Car parking charges	
	Total sale consideration	

3. That the Buyer has paid an amount of Rs. __ to the Vendor, the receipt of which is admitted and acknowledged by the Vendor.
4. The Buyer agrees to pay the balance sale consideration amount of Rs. __ to the Vendor in installments as stated below:

Installment	Amount	Due Date of Payment
Installment - I		
Installment - II		
Installment - III		
Installment - IV		
Installment - V		

5. That the Buyer shall pay the installments as mentioned in clause 4 above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Buyer shall pay such installments on the due dates. In the event the installment payments are delayed by more than 15 days after they become due, the Buyer shall be liable to pay the overdue installments with interest calculated @1.5% p.m. Under no circumstances the Buyer shall delay the payment of installments for more than 3 months from the due date.
6. That in case of delay in payment of installments for more than 3 months from the due date, this agreement shall stand cancelled and the Vendor shall be entitled to charge cancellation charges @ 15% of the agreed total sale consideration. In the event of the Buyer proposing for a housing loan and the Buyer fails to obtain housing loan within 30 days of the provisional booking, the cancellation charges will be nil provided necessary intimation to this effect is given to the Vendor in writing along with necessary proof of non-sanction of the loan. In case of such non intimation the

cancellation charges shall be Rs. 5,000/- & Rs. 10,000/- for single and double apartments respectively. Further if on the request of the Buyer the booking is cancelled within 60 days of the provisional booking the cancellation charges shall be Rs. 10,000/- & Rs. 20,000/- for single and double bedroom apartments respectively.

7. The Vendor shall be entitled to re-allot / sell the said apartment thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Buyer to take action as stated herein, and such action shall be the sole prerogative and discretion of the Vendor and the defaulting Buyer shall have no say in or to object to the same.
8. That the Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanction within 30 days from the date of provisional booking. The Vendor shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Vendor by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
9. That for the purposes of creating a charge in favour of the bank / financial institutions on the apartment being constructed so as to enable the Buyer to avail housing loan, the Vendor will execute a sale deed in favour of the Buyer for sale of apartment in a semi-finished state. In the event of execution of sale deed before the apartment is fully completed, the Buyer shall be required to enter into a separate construction contract with the Vendor for completing the unfinished apartment and the Buyer shall not raise any objection for execution of such an agreement.
10. That in the event the Buyer is arranging/has arranged finance under Housing Finance scheme/or any other scheme for the purchase of schedule apartment and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Buyer for timely payments from such financier to the Vendor. Any default in payment by such financier to the Vendor shall be deemed to be the default by the Buyer and the consequence as regards default in payments as contained under this Agreement shall become operative.
11. That any time given to the Buyer for fulfillment of his obligations hereunder by the Vendor or the nominee of the Vendor shall not be considered to be a waiver of any term or condition of this agreement nor shall it give any rights to the Buyer other than the time so granted. Such granting of the time etc., shall not prejudice the rights of the Vendor in any manner whatsoever.
12. That on payment of the full consideration amount as mentioned above and on completion of construction of the said apartments, the Vendor shall deliver the possession of the schedule apartment to the Buyer with all amenities and facilities as agreed to between the parties and the Buyer shall enter into possession of the schedule apartment and enjoy the same with all the rights and privileges of an owner.
13. That the Buyer has examined the title deeds, plans, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Buyer shall not hereafter, raise any objection on this account.
14. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this agreement, or the sale deed, and/or the agreement of construction.
15. That the Vendor shall build the apartment, etc. in the proposed building according to the plans and designs made out and according to the specifications mentioned in Schedule 'C' hereto with such modifications and alterations as may be required or are deemed necessary by the Vendor under the circumstances from time to time. The cost

of any additions and alterations made over and above the specifications at the request of the Buyer shall be charges extra.

16. That it is specifically understood and agreed by the Buyer that the Sale Deed executed in favour of the Buyer and the Agreement for Construction entered into, if any, between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and are inseparable.
17. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
18. That the residential apartment shall always be called 'Silver Oak Apartments' and the name thereof shall not be changed.
19. That the Vendor agrees to deliver the schedule apartment to the Buyer on or before 31st December 2006, with a further grace period of 6 months.
20. That in event of any delay in the completion of the construction of the scheduled apartment and delivery of possession of the said tenement by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, etc. or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., the Vendor shall not be held responsible. The Buyer shall not have any right to claim any interest, loss or damage etc. or shall not insist for the refund of any amount till the final work is completed.
21. That upon completion of construction of the apartment the Vendor shall intimate to the Buyer the same at his last known address and the Buyer shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Vendor shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Buyer shall also be obliged to pay for maintenance thereof to the Vendor or the respective society.
22. That the Buyer shall not cause any obstruction or hindrance, to the Vendor and shall give reasonable access, permission, assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by Vendor to construct, repair, examine, survey the building or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
23. That the Buyer shall not cut, maim, injure, tamper or damage any part of the structure or any part of the building nor shall he/she/they make any additions or alterations in the building without the written permission of the Vendor or from the Silver Oak Apartments Owners Association, the body that has been / shall be formed for the maintenance of the Apartments.
24. That the Buyer shall keep and maintain the building in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound etc; (b) use the apartment for illegal and immoral purpose; (c) use the apartment in such manner which may cause nuisance, disturbances or difficulty to the occupiers of the other apartments etc.; (d) store extraordinarily heavy material therein; (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof; (f) use the premises as an office or for any other commercial purpose; (g) install grills or shutters in the balconies, main door, etc.; (h) change the external appearance of the building.

25. That from the intimation as to possession of the Scheduled Apartment or date of receipt of possession of the apartment, whichever is earlier the Buyer shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses etc that may be payable with respect to the Schedule apartment including Municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to state or Central Government or other local bodies or any other concerned body or authority, etc.
26. That the Buyer shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with apartment before it is fully constructed and possession delivered unless he/she/they have made full payments including other charges such as for electricity, water and other connections etc., under and strictly according to this agreement.
27. That the Buyer shall become a member of the Silver Oak Apartments Owners Association, the body that has been / shall be formed for the maintenance of the building. As a member, the Buyer shall abide by the rules and by-laws framed by the said association, which shall be the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the said association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
28. That the Buyer shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each apartment. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the apartment and the transfer of all or any rights therein shall only be subject to such conditions.
29. That the Buyer shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the land and/or the apartment etc., on account of joint ownership of the same by a number of persons.
30. That any disputes or differences between the parties hereto shall be subject to Hyderabad/Secunderabad Jurisdiction only.
31. That the Vendor shall cause this Agreement of sale to be registered in favour of the Buyer as and when the Buyer intimates in writing to the Vendor his/her/their preparedness with the amount payable towards stamp duty, registration charges and other expenses related to the registration of this Agreement.
32. That the Vendor shall, in due course, cause sale deed/s or other conveyance to be executed and registered in favour of the Buyer for transfer of the apartment, etc. and the undivided share in the land, subject to the Buyer paying all dues payable under or in pursuance of this Agreement.
33. That the stamp duty, registration charges and other expenses related to the execution and registration of this agreement of sale and other deeds, or conveyances and agreements shall be borne by the Buyer only.

SCHEDULE 'A'
SCHEDULE OF LAND

All that piece of land admeasuring 4,375 sq. yds., forming part of Survey No. 290, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District are bounded as under:

North By	Survey No. 290 (Part)
South By	Main Road
East By	Road in Sy. 288
West By	Sy. No. 289

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming apartment No. __ on the __ floor, admeasuring __ sft. of super built up area together with proportionate undivided share of land to the extent of __ sq. yds. and a reserved two wheeler parking space bearing no. __ and car parking space bearing no. __, in residential apartment named as Silver Oak Apartments, forming part of Survey No. 290, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	
South By	
East By	
West By	

SCHEDULE 'C'

SPECIFICATION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Luppam finish with OBD	Luppam finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Non-teak wood	Non-teak wood	Teak wood
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors -- moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Marc / Jaguar
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts & Shelves	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:

1.

VENDOR

2.

BUYER

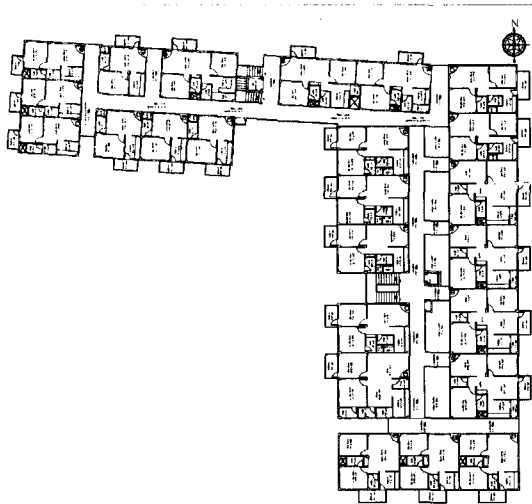
Plan showing Apartment No. ___ on the ___ floor of Silver Oak Apartments at Survey No. 290, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District

Vendor: M/s. Summit builders
Buyer:
Flat area: Sft.
Undivided share of land: Sq. Yds.

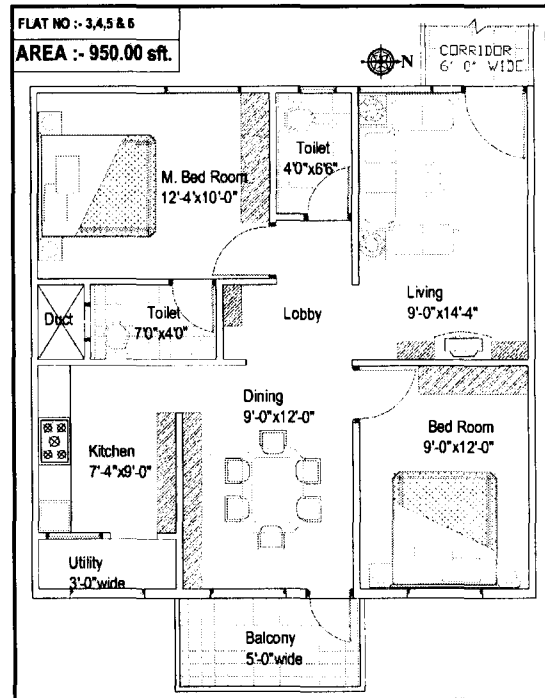
Boundaries :

North by:
South by:
East by:
West by:

Building Floor Plan



Floor Plan of Apartment



WITNESSES:

- 1.
- 2.

VENDOR

BUYER

SALE DEED

This Sale Deed is made and executed on this the ___ day of ___ at Secunderabad by and between:

M/S. SUMMIT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Partner, Mr. Soham Modi, Son of Sri Satish Modi, aged about 35 years, Occupation: Business, hereinafter referred to as the Vendor (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

IN FAVOUR OF

____, S/o. W/o. ____, aged about __ years, R/o. ____, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

de
14/7/05

WHEREAS:

- A. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about 4,375 sq. yds., situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, (hereinafter the said land is referred to as "The Scheduled Land") by virtue of under given registered sale deeds executed in favour of the Vendor by the former owners Sri Karipe Narsimha, & Sri Alla Muralikrishna Reddy.

Sale Deed Dated	Schedule and area of land	Document No	Registered with
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24/05/2004	2,560 Sq. yds.	6022/2004	Sub Registrar, Uppal, R. R. Dist.

The Schedule Land is described more fully and specifically at the foot of this sale deed.

- B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The Vendor herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under above referred two registered sale deeds.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing / has constructed at its own cost, block of residential apartments named as 'Silver Oak Apartments' consisting of about 120 flats, having stilts plus five floors, along with certain common amenities, recreation facilities, lighting, etc.
- D. The Vendor has obtained the necessary technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/1559/2004-2005 dated 10/01/2005 from Kapra Municipality.
- E. The Buyer is desirous of purchasing a fully finished / semi-finished apartment bearing flat no. ___ on ___ floor, having a super built-up area of ___ together with undivided share in the scheduled land to the extent of ___ sq. yds. and a reserved two wheeler parking space bearing no. ___ admeasuring about 15 sft. & a car parking space bearing no. ___ admeasuring about 100 sft. in the building known as Silver Oak Apartments and has approached the Vendor.
- F. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the fully finished / semi-finished standard / semi-deluxe / deluxe apartment bearing flat no. ___ on ___ floor, having a super built-up area of ___ together with undivided share in scheduled land to the extent of ___ sq. yds. and a reserved two wheeler parking space bearing no. ___ admeasuring about 15 sft. & a car parking space bearing no. ___ admeasuring about 100 sft., situated at Sy. No. 290, Cherlapally Village, Ghatkesar Mandal, R. R. District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a consideration of Rs. ___/- (Rupees ___ only). The Vendor hereby admit and acknowledge the receipt of the said consideration having received the same in the following manner:
- Rs. ___/- by Cheque No. ___, dated ___, drawn on ___ Bank, ___ Branch.
 - Rs. ___/- by Cheque No. ___, dated ___, drawn on ___ Bank, ___ Branch.
 - Rs. ___/- by Cheque No. ___, dated ___, drawn on ___ Bank, ___ Branch.

2. The Vendor hereby covenant that Scheduled Land & Scheduled Apartment are the absolute property belonging to it by virtue of various registered sale deeds referred to herein in the preamble of this Sale Deed and has absolute right, title or interest in respect of Scheduled Apartment.
3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of Scheduled Apartment to the Buyer.
5. Henceforth the Vendor shall not have any right, title or interest in the scheduled apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Apartment unto and in favour of the Buyer in the concerned departments.
7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
8. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.
9. The Buyer do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Silver Oak Apartments as follows:-
 - a. The Buyer shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartment/parking space in SILVER OAK APARTMENTS.
 - b. That the Buyer has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Buyer shall not hereafter, raise any objection on this account.
 - c. That the Buyer shall become a member of the Silver Oak Apartments Owners Association that has been / shall be formed by the Owners of the apartments in SILVER OAK APARTMENTS constructed on the Schedule Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.

- d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the SILVER OAK APARTMENTS, shall vest jointly with the owners of the various tenements/ apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.
- e. The Buyer alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the Vendor to the Buyer.
- f. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
- g. That the blocks of residential apartments shall always be called SILVER OAK APARTMENTS and the name thereof shall not be changed.
- h. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
- i. That the Buyer shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
10. Stamp duty and Registration amount of Rs. ___/- is paid by way of challan No. _____, dated ____, drawn on ____.

SCHEDULE OF LAND

All that piece of land admeasuring 4,375 sq. yds., forming part of Survey No. 290, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District are bounded as under:

North By	Survey No. 290 (Part)
South By	Main Road
East By	Road in Sy. 288
West By	Sy. No. 289

SCHEDULE OF APARTMENT

All that fully finished / semi-finished standard / semi-deluxe / deluxe Apartment No. ___ on the ___ floor, admeasuring ___ sft. of super built up area together with proportionate undivided share of land to the extent of ___ sq. yards and a reserved two wheeler parking space bearing no. ___ admeasuring 15 sft. & car parking space bearing no. __, admeasuring 100 sft. in residential apartment named as Silver Oak Apartments, constructed on Scheduled Land.

North By	
South By	
East By	
West By	

IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

V E N D O R

2.

V E N D E E

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the ___ day of ___ at Secunderabad by and between:

M/S. SUMMIT BUILDERS, a registered partnership firm having its registered office at 5-4-187/3&4, III Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 represented by its Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 35 years, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

_____, S/o. W/o. ___, Aged about ___ years, R/o. ___, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

m
14/7/05

WHEREAS:

A. The Builder is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about 4,375 sq. yds., situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, (hereinafter the said land is referred to as "The Scheduled Land") by virtue of under given registered sale deeds executed in favour of the Builder by the former owners Sri Karipe Narsimha, & Sri Alla Muralikrishna Reddy.

Sale Deed Dated	Schedule and area of land	Document No	Registered with
24/05/2004	1,815 Sq. yds.	6020/2004	Sub Registrar, Uppal, R. R. Dist.
24/05/2004	2,560 Sq. yds.	6022/2004	Sub Registrar, Uppal, R. R. Dist.

B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The Builder herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under above referred two registered sale deeds.

C. The Builder has proposed a scheme of developing the Scheduled Land by constructing apartments thereon and for this purpose has obtained technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/1559/2004-2005 dated 10/01/2005 from Kapra Municipality.

D. The Builder has named and styled the project of development of the Scheduled Land as SILVER OAK APARTMENTS.

E. The Buyer has purchased a semi-finished Standard / Semi-deluxe / Deluxe apartment bearing no. __, on the __ floor, admeasuring __ sft. of super built up area together with proportionate undivided share of land to the extent of __ sq. yards and a reserved two wheeler parking bearing no. __ admeasuring 15 sft. & car parking space bearing no. __, admeasuring 100 sft. under a Sale Deed dated __ registered as document no. __ in the Office of the Sub-Registrar, __. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.

F. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.

G. The Buyer as stated above had already purchased the semi-finished apartment bearing no. __ and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent agreements.

H. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

1. The Builder shall complete the construction for the Buyer a standard / semi-deluxe / deluxe apartment bearing no. ___ on the ___ floor, admeasuring ___ sft. of super built up area and a reserved two wheeler parking space bearing no. ___ admeasuring about 15 sft. & car parking space bearing no. ___, admeasuring about 100 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. ___.
2. The Buyer has already paid the following amounts before entering into this agreement, which is admitted and acknowledged by the Builder.

Date	Mode of Payment	Amount

3. The Buyer shall pay to the Builder the balance consideration of Rs. ___ in the following manner:

S. No.	Amount	Due date of payment
1.	Rs.	
2.	Rs.	
3.	Rs.	

4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 3 months from the due date.
5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. ___ to the Builder for the purposes of completion of construction of the apartment.
7. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
8. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.

9. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st December 2006 provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
10. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
11. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
12. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
13. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
14. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Silver Oak Apartments project.
15. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Apartments project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
16. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
17. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.

18. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
19. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
20. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
21. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
22. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.

**SCHEDULE OF SPECIFICATION FOR
COMPLETION OF CONSTRUCTION**

Item	Standard Apartment	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC	RCC
Walls	4''/6'' solid cement blocks	4''/6'' solid cement blocks	4''/6'' solid cement blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Luppam finish with OBD	Luppam finish with OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Non-teak wood	Non-teak wood	Teak wood
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors – moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Marc / Jaguar
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts & Shelves	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments	Free shelves / lofts upto 50 /100 sft for one / two bedroom apartments

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1.

BUILDER

2.

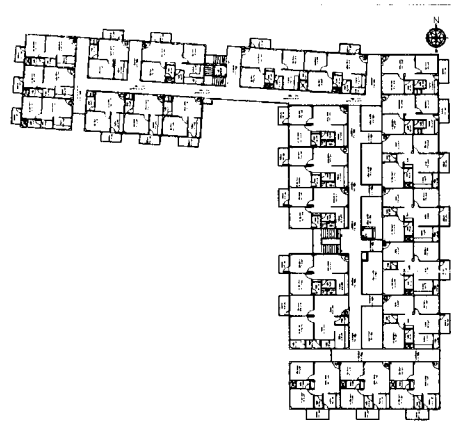
BUYER.

Plan showing Apartment No. ___ on the ___ floor of Silver Oak Apartments at Survey No. 290, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District

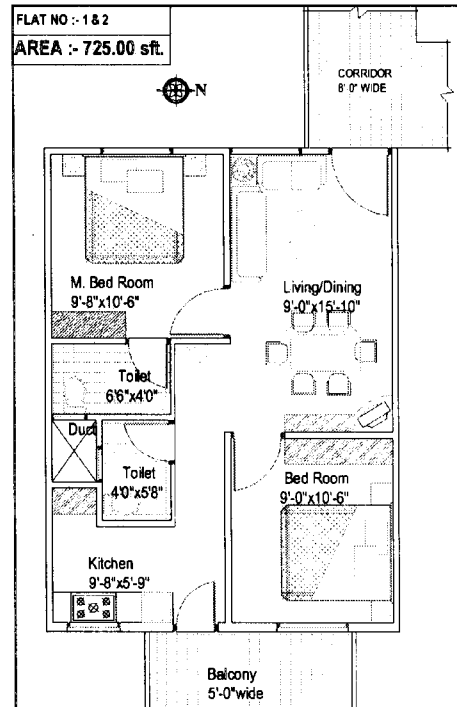
Vendor: M/s. Summit builders
Buyer:
Flat area: Sft.
Undivided share of land: Sq. Yds.

Boundaries :
North by:
South by:
East by:
West by:

Building Floor Plan



Floor Plan of Apartment



BUILDER

BUYER