LETTER OF POSSESSION

Date: 22 02 15

To,

Mr. Koppula Ravi Prakash

H. No: 1-9-325/1A,

V. N. Reddy Nagar Colony,

Kushaiguda

Sub: Letter of Possession for flat no. 002 in block no A in our project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

Dear Sir / Madam,

We hereby hand over possession of the above mentioned flat to you as per the terms and conditions of our Sale deed / Agreement.

You shall become a member of 'Vista Homes Owners Association' as and when called for and also pay the maintenance charges regularly.

Thank You.

Yours Sincerely,

Soham Modi. Managing Partner.

Accepted & confirmed:

Signature:

Name: K, RAUZ PRAKALH

Date: 07.02.15

NO DUE CERTIFICATE

To, Mr. Koppula Ravi Prakash H. No: 1-9-325/1A, V. N. Reddy Nagar Colony, Kushaiguda

Date: 22/02/15

Dear Sir / Madam,

This is to certify that the total sale consideration, stamp duty & registration charges, service tax, VAT, charges for additions and alteration etc., has been paid in full and there are no dues from you towards the sale of flat no.002 in block no. A in our project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062., .

We further confirm that no excess amount has been paid by you to us and as on date all accounts are deemed to have been settled and there is no claim against each other with respect to the amounts paid for the sale of flat.

Please sign a copy of this letter as your confirmation of the above.

Thank You.

Soham Modi.

Managing Partner.

sincerely,

Name: Name: PRAKAPH

Date: 07'02'15

MEMBERSHIP ENROLMENT FORM

Date: 22/02/15

To, The President, Vista Homes Owner's Association, Survey no. 193 to 195, Kushaiguda, Hyderabad – 500 062.

Dear Sir,

I am the owner of flat no. 002 in block no. 'A' in our project known as 'Vista Homes' at Survey No. 193 to 195, Kushaiguda, Hyderabad – 500 062.

I request you to enroll me as a member of the 'Vista Homes Owner's Association'.

I have paid an amount of Rs. 50/- towards membership enrollment fees.

I hereby declare that I have gone through and understood the Bye-laws of the Association and shall abide by the same. I further declare that I have read and understood the exclusion clause (34) mentioned in the bye laws and have no objections to the same.

I agree to pay maintenance charges from the month of August 14 at the applicable rate prescribed by the association.

I undertake to make a declaration as mentioned in clause 28 (e) of the bye laws relating to my flat being given for occupation to a tenant/lessees/license/other occupier.

Thank You.

Yours faithfully,

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Signature:	Kil		estalt.
Name:	K '	RAUT	PRAKASH
Address for Mr. Koppul			
H. No: 1-9-			
V. N. Redd		•	
Kushaiguda	ı		
Enclosed: C	Copy of	ownership	documents.

For Office Use Only			
Receipt no. & date:	 		
Sale Deed doc. no. & date:	 		

Date: 22/02/15

From, Mr. Koppula Ravi Prakash H. No: 1-9-325/1A, V. N. Reddy Nagar Colony, Kushaiguda

To,
The Managing Partner,
M/s. Vista Homes,
5-4-187/3&4, II floor
Soham Mansion, M.G. Road,
Secunderabad - 03

Sub.: Undertaking for payment of service tax & VAT.

Ref.: Booking for flat no. 002, on ground floor in block 'A' in the project known as 'Vista Homes' situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

Dear Sir,

I have booked the above referred flat / villa and in that regard documents like booking form, Agreement of Sale, Sale Deed, Construction Agreement etc., were executed. As per the terms agreed between us, I have agreed to pay the VAT & service tax that is leviable or may become leviable for the purchase of the said flat / villa.

Service tax & VAT are applicable for the transaction between Builder/ Developer and Purchaser. However, the applicability of the rules is not clear. I have been informed about the divergent views regarding the applicability of service tax & VAT for the flat / villa purchased by me.

I am also aware that the Builder is liable to collect VAT & service tax from its prospective purchasers and remit the same to government from time to time. I am also aware that service tax and VAT are paid on monthly/quarterly basis on the composite transactions of the Builder for a given period after claiming credit for items like CENVAT, input credit for materials, etc. (if any).

I have also been informed that the Builder can only provide proof of payment of VAT / service tax that is paid periodically and proof of payment for a individual unit cannot be given.

Liability towards VAT & service tax has been estimated for my transaction based on our present understanding of the applicability of the rules. The amount paid by me as per the estimate may be held as deposit with you.

I request you to pay VAT & service tax, from time to time, as you may deem fit, that is applicable or may become applicable for the purchase of my flat /villa in light of the divergent views as to applicability of taxation as on date and also for the reason that the final outcome is uncertain.

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In case a liability to pay service tax and VAT arises as a consequence mentioned above, I request you to discharge the liability from the deposit lying with you. I further request you to refund the amount (balance - if any) to me in case of change in the estimated liability towards VAT & service tax as a result of final clarity/decision in the matter or at the end of the litigation in relation to the above.

I further agree that the decision to make the payment of service tax and VAT (in part or full) along with interest and penalty shall solely be your privilege. You may at your discretion decide to pay the service tax and VAT instead of continuing with the litigation. I shall not raise any objections on any count referred above.

Thank you.

Yours sincerely,

K. Fighery

Place: Hyderobod.
Date: 07'02'15 TPAID THE CERVICE TAX TO THE (17.01.2015)

AT THE TIME OF REMITSTRATION

(17.01.2015)

Date: 22 02/5

From, Mr. Koppula Ravi Prakash H. No: 1-9-325/1A, V. N. Reddy Nagar Colony, Kushaiguda

To, The Managing Partner, M/s. Vista Homes, # 5-4-187/3&4, II floor Soham Mansion, M.G. Road, Secunderabad - 03

Reference:- Purchase of flat no. A-002 in the project known as Vista Homes, situated at Sy. Nos. 193 to 195, Kushaiguda, Hyderabad 500 062.

Dear Sir / Madam,

I am aware of the terms and conditions laid down in the agreement of sale, sale deed and rules of the Association with respect to maintaining the high standards of living in the said project. Accordingly, I hereby certify that I shall not:

(a) Throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the

(b) Use the flat for any illegal, immoral, commercial & business purposes.

(c) Use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the said project.

(d) Store any explosives, combustible materials or any other materials prohibited under any law.

(e) Install grills or shutters in the balconies, main door, etc.

(f) Change the external appearance of the flats.

- (g) Install air conditioners or other appliances that may effect the external appearance of the building.
- (h) Install copper piping or wires for air conditioning that may affect the external appearance of the building.
- (i) Install cloths drying stands or other such devices on the external side of the flats.
- (j) Dry cloths on the external side of the flats that may effect the appearance of the flats.
- (k) To use the corridors or passages or parking area for storage of material.
- (l) Place shoe racks, pots, plants or other such material in the corridors or passages or roads of common use.
- (m)Install communication lines/wires/equipment for TV, telephone, internet, etc., that may affect the external appearance of the building.
- (n) Run exposed wires on the external elevation of the building or through common passages for TV, telephone, internet, etc.

I also certify that these conditions shall be imposed on all occupants of the said flat including tenant's future purchasers.

Thank you.

Yours sincerely

Place: HVI

Date: 07 12115



CENTRAL POWER DISTRIBUTION COMPANY OF ANDHRA PRADUSH LIMITED

Operation Circle: Hange Reddy West Greater Hyderabus

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Central Power Distribution Company of Andhra Pradesh Limited

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Sl.No. UTUU _ Dt: <u>20-09**-**2013</u>

Sold to: MAHENDER

S/o. MALLESH

Signatory S

For Willom: M/s. VISTA HOMES

Tripartite Agreement

655725

CH.SHRAVANI

Licensed Stamp Vendor Licence No.15-31-029/2013 House On P.No.21, W.S. Colony, Abdu lapurmet (V), Hayathnagar (M), R.R.Dist - 501 512,

This agreement is executed on this the 11th day of November 2013 between Mr. Koppula Ravi Prakash, son of Late.K. Apparao aged about 37 years, residing at H.no: 1-9-325/1A, VN Reddy Nagar colony, Kushaiguda hereinafter referred to as the 'Borrower (s)', which term Eshall unless repugnant to the context shall mean and include his / her heirs, representatives, successors, executors, attorneys, administrators and assigns, of the party at the 'First Part'.

Δ ΝΙΟ

M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G, Road, Secunderabad -500 003., represented by its Partners (1) Shri Bhavesh V Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad -500003, and (2) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 43 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubliee Hills, Hyderabad 500 003.

Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275 Venkateswara Colony, Meerpet, Moulalai, Hyderabad - 500 003.. represented by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, registered Partnership Firm having its off ce, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad -500003., hereinafter referred to as the 'Vendor'

Partner

Partner

Housing Pvt. Ltd., Summit Parkier-Ms.

by AGRA Holder M/sg Vista Homes

For Nareddy Kiran Reddy

which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Second Part'.

AND

State Bank of India, a body corporate, constituted under the State Bank of India Act 1955, having amongst others one of its Branch Office at State Bank of India, RACPC, Patny branch, hereinafter referred as the 'SBI', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

Whereas, the 'Builder' is the absolute owner and in peaceful possession of the residential property bearing no. A-002 in Vista Homes situated at Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R.R. District and whereas GHMC has sanctioned building plan vide GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/E Z/Cir-1/2012 dated 11.12.2012 to construct a residential apartment on the said property.

Whereas 'Builder' has taken up construction of residential apartment known as VISTA HOMES on the said property.

Whereas, the Party at the Second Part shall complete the construction of the flats latest by December 2015 and is booking the sale of the unit / apartment. The proposed buyer has to make the payment of the sale consideration by 30th of December 2014 and on the payment of the entire sale consideration, the Party at the Second Part shall hand over the possession of the flat to the said proposed buyer.

Whereas, the Party at the First Part has booked a flat bearing No. A-002, measuring super area 1220 sq. ft., (hereinafter referred to as the said flat) in the building which the Party at the Second Part shall construct on the above said plot and the Party at the First Part has to pay the entire consideration amount by 30th of December 2014.

Whereas, the Party at the First Part has approached the Party at the Third Part for availing a loan of Rs.21,99,000/- (Rupees Twenty One Lakhs Ninety Nine Thousand only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat along with the proportionate undivided share in the land in favour of the Party at the Third Part. In the absence of proper Conveyance Deed / Sale Deed in its favour, the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favour of the Party at the Third Part.

Whereas, the Party at the First Part and the Party at the Second Part have requested the SBI to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed / Sale Deed is not executed in favour of the Party at the First Part at this stage, and in consideration of the SBI sanctioning the loan to the Borrower(s), the Forrower(s) and the Builder have executed this Agreement on the following terms and conditions.

Now therefore it is hereby agreed by and between the parties that:

1. That the SBI has and shall have the first and paramount lien over the incney already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBI shall grant to the Borrower. The charge in favour of SBI shall be first and paramount over the charge which the Builder may have over the said flat.

For Nareddy Kiran Reddy

by AGPA Holder Mrs. Vista Homes

Partner-M/s, Semmit Housing Pvt. Ltd., Authorised Signatory Scham Modi (Director) For M/s. VISTA HOMES

Fartner-M/s. Summit Housing Pvt. Ltd., Authorised Signatory Soh: m Medi (Director)

- 2. That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said flat with proportionate share in land to the SBI as security for the said loan agreed to be advanced by the SBI for the purpose of purchase / construction of the said flat. In the event of default in the repayment of loan and / or the Borrower(s) committing any other default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in he said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the call of SBI, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBI.
- 3. That if for any reason there is any increase / escalation in the cost of the said flat, the increase shall be paid and borne by the Borrower(s) without any reference to the SBI and until such payment is made, the SBI shall have the right to suspend further disbursement of the said loan.
- 4. That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from Borrower(s) to the S3I.
- 5. That in the event of failure of the Builder to complete the project, the Euilder shall pay the entire money so received by it from the Borrower(s) to the SBI.
- 6. That the Builder shall note in its records the charge and lien of SBl over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of
- 7. That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed / Sale Deed / Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SBI and not to the Borrower(s). Before the execution of the Sale Deed / Conveyance Deed / Lease Deed, the builder shall inform the SBI about the same on the completion of the project.
- 8. That the builder agrees that the loan amount may be credited to the loan account no 00422320004983 with HDFC Bank Ltd, S.D. Road Branch (Name of the Bank & Branch), from where the builder have availed financing facility for the project.
- 9. That the Borrower(s) shall also keep informed the SBI about the developments in the project. The Borrower shall notify the SBI the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Lease Deed / Conveyance Deed / Sale Deed, he / she shall immediately deliver the same to the SBI.
- 10. That the Borrower(s) assures that he / she will not avail finance from any other Bank or Financial Institution in respect of the property or further mortgage / charge the said flat to be allotted to him / her in any manner whatsoever.

11. That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department / Authority in respect of the said flat and the SBI shall not be liable or responsible in any manner whatsoever or howsoever for the same.

For Nareddy Kiran Reddy Holder M/6 Vista Homes Rep by AGR

Partner-M/s. Summit Housing Pvt. Ltd., Authorised Signatory Soham Modi (Director) Partner-M/s. Summit Housing Pot. Ltd.,

Authorised Signatory Soham Modi (Director)

- 12. That the Borrower(s) agrees and acknowledges to keep the SBI inderunified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.
- 13. That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SBI. The Builder shall not issue the duplicate allotment letter / possession letter to the Borrower(s) without the prior written consent of the SBI.
- 14. It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the SBI.
- 15. That in the event of any default by the Borrower(s), the SBI may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.
- 16. That the Builder assures the SBI that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat with proportionate undivided share in the land shall be conveyed in the name of the Borrower(s).
- 17. That it is further made clear and understood by all the parties that the non-completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from the SBI.
- 18. That the said flat is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flats / or charge created in favour of SBI in any manner whatsoever.
- 19. That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or equisition has been received in respect of the said property.
- 20. That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrower(s) in the Loan Agreement and other documents executed in favour of SBI shall remain binding upon the Borrower(s).
- 21. That in case of acquisition, forfeiture / resumption of the said property, the SBI shall be entitled to get the compensation settled in respect of the said flat and to appear and act before the Collector / Revenue Officer / Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

FOR VISTA DIVIES

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For Nareddy Kiran Reddy Rep. by AGPA Holder M/6, Vista Homes

Rartner-M/s Summit Housing Pvt. Ltd., Authorised Signatory Soham Modi (Director) Partner-M/ Summit Housing Pvt. Ltd.
Authorised Sign atory Soham Modi-(Director)

Partner

FOR MIS. VISTA HOMES

In witness whereof the parties hereto have signed this Agreement on the day, month and year first herein above written.

Signed and delivered by the:

Named Borrower (s) Mr. Koppula Ravi Prakash S/o: Late.K. Apparao R/o: H.no: 1-9-325/1A,

VN Reddy Nagar colony, Kushaiguda

Signature of Borrower (s)

For Nareddy Kiran Reddy Rep. by AGPA Holder M. S. Vista Homes

Partner-M/s. Summit Ho Ising Pvt. Ltd., Authorised Signatory Sohain Modi (Director)

Authorized signatory of Builder.

FOR VISTA HOMES

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FOI VISTA HOMES

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Signature

Partner

For State Bank of India,

For M/s. VISTA HOMES

Parinar

Partner-M/s. Summit Housing Pvt. Ltd., Authorised Signatory Soham Modi (Director)

Authorised Signatory Signature

RACPC, Patny Branch

Witness:

Name & Address

1. Shri / Smt / Ms

Signature

Signature

2. Shri / Smt / Ms