1

1300 W.O. 1253/2015

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ तेलंगाना TELANGANA

B 580285

S.No. 8236. Date:06-02-2015

Sold to: MAHENDAR

S/o. MALLESH

For Whom: VISTA HOMES

CH.SHRAVANI
LICENSED STAMP VENDOR
LIC.No.15-31-029/2013,
House on P.No.21, W.S.Colony,
R.R.Dist-501512. Ph:7842562342

SALE DEED

This Sale Deed is made and executed on this the 10th day of April 2015 at SRO, Kapra, Ranga Reddy District by and between:

1. 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 represented by its Partners (1) Shri Bhavesh V. Mehta, Son of Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad and (2) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, Son of Shri Satish Modi, aged about 44 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubliee Hills, Hyderabad.

2. Shri Nareddy Kiran Kumar, Son of Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275 Venkateswara Colony, Meerpet, Moulalai, Hyderabad, represented by Agreement of Sale cum General Power of Attorney Holders 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, hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

For VISTA HOMES

For VISTA HOMES

Presentation Endorsement:

Presented in the Office of the Joint Sub-Registrar, Kapra along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 14979/- paid between the hours of 5 and 6 on the 10th day of APR, 2015 by Sri Bhavesh V.Mehta

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		B.BHAVANI::10/04/2015::[1526-1-2015-1300]	B.BHAVANI W/O. B.S.S.SATYANARAYANA FLATNO 201, LAKSHMI NIVAS APTS, ADIKMET HYD	
2	EX		REP BY SPA FOR PRESI[1526-1-2015-1300]	REP BY SPA FOR PRESENTING DOCT K.PRABHAKAR REDDY S/O. K.PADMA REDDY 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M.G.ROAD SECBAD	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		B.S.S.SATYANARAYANA::[1526-1-2015-1300]	B.S.S.SATYANARAYANA 201, LAXMI NIVAS APARTMENT, LALITA NAGAR RAMNAGARGUNDU, HYD.	
2		SHYLENDRANAG::10/04[1526-1-2015-1300]	SHYLENDRANAG LIGJ-170, APHB MOULAALI, HYD.	

Bk - 1, CS No 1300/2015 & Doct No 1253/2015. Sheet 1 of 12 Joint SubRegistrar8 Kapra

10th day of April,2015

Signature of Joint SubRegistrar8 Kapra

THE SEAL OF THE SUB-REGISTRAR OF KAPRA

OFFICE OF The Seal of Joint SubRegistrar Office Kapra JOINT SUBREGISTRAR

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In favour of

Mrs. B. Bhavani, Wife Mr. B. S. S. Satyanarayana, aged about 55 years, Occupation: Housewife, residing at Flat No. 201, Lakshmi Nivas Apartments, Near Life Line Hospital, Adikmet, Hyderabad - 500 044, hereinafter referred to as the 'Vendee'

The term Vendor and Vendee shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

WHEREAS:

A. The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos.193 (Ac.2-21 Gts.) 194 (Ac.1-02 Gts.) & 195 (Ac.2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac.5-25 Gts., by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S. No.	Deed Doc. No.	Dated	Extent ofLand
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac.1-10 gts.
3.	4325/2007	16.06.2007	Ac.0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac.1-02 gts.

B. The total land admeasuring Ac.5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.), 194 (Ac.1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

C. The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

D. The Vendor has obtained the necessary permissions from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for development of the schedule land in to a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

Endorsement:

Description of Fee/Duty	In the Form of					
	Stamp Papers	Challan u/s 41 of IS Act	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	164666	0		0	164766
Transfer Duty	NA	0	0		0	0
Reg. Fee	NA	14979	0		0	14979
User Charges	NA	100	0		0	100
Total	100	179745	0		0	179845

Rs. 164666/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 14979/- towards Registration Fees on the chargeable value of Rs. 2995750/- was paid by the party through Challan/BC/Pay Order No ,938968 dated ,10-APR-15.

Date
10th day of April,2015

Signature of Registering Officer
Kapra

193716 తేదీ 20 తేదీ

Bk - 1, CS No 1300/2015 & Doct No 1253 / 2014 Sheet 2 of 12 Joint SubRegistrar8 Kapra

1 వ పుస్తకము 201 సం./ వా.స. 1253 వ
పు 1253 నెంబరుగా రిజిస్టరు చేయబడి
స్కానింగ్ నిమిత్తం గుర్తించిన నెంబరు 1526
1253 /2015 గా యివ్వబడినది
2015 సం. ఏప్రిల్ నెల 10 వ తేది

సబ్-రిజిస్ట్రార్

THE SEAL OF THE SUB-REGISTRAR OF KAPRA

OFFICE OF The Seal of Joint SubRegistrar Office Kapra JOINT SUBREGISTRAR

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E. The proposed development consisting of 403 flats in 9 blocks with certain common amenities is named as 'VISTA HOMES'.

F. The Vendee is desirous of purchasing a luxury apartment bearing flat no.102 on the first floor, in block no. 'B' admeasuring 1220 sft, of super built-up area together with proportionate undivided share of land to the extent of 74.12 sq. yds., and a reserved parking space for single car in the basement, admeasuring about 100 sft., in the proposed group housing scheme known as 'Vista Homes' and has approached the Vendor.

G. The Vendee has inspected all the title documents of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the flat thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of VISTA HOMES. The Vendee upon such inspection etc., is satisfied as to the title and competence of the Vendor.

H. The Vendor has agreed to sell the Scheduled Flat together with proportionate undivided share in land and parking space as a package for a total consideration of Rs.29,95,750/- (Rupees Twenty Nine Lakhs Ninety Five Thousand Seven Hundred and Fifty Only) and the Vendee has agreed to purchase the same.

I. The Vendor and the Vendee are desirous of reducing into writing the terms of sale.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the luxury apartment bearing flat no.102 on the first floor, in block no. 'B', having a super built-up area of 1220 sft. (i.e., 976 sft. of built-up area & 244 sft. of common area) in building known as Vista Homes together with:

   a) An undivided share in the Schedule Land to the extent of 74.12 sq. yds.

   b) A reserved parking space for single car on the basement, admeasuring about 100 sft.

   situated at Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R. R. District, which is hereinafter referred to as the Scheduled flat 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 total consideration of Rs. 29,95,750/- (Rupees Twenty Nine Lakhs Ninety Five Thousand Seven Hundred and Fifty Only). The Vendor hereby admits and acknowledges the receipt of the said consideration.

2. The Vendor hereby covenants that the undivided share in Scheduled Land & the Scheduled Flat belongs absolutely to it by virtue of various registered agreements referred to herein in the preamble of this Sale Deed and has therefore absolute right, title or interest in respect of the Scheduled Flat.

For VISTA HOMES

For VISTA HOMES

3. The Vendor further covenants that the Scheduled Flat 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 Flat it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Vendee being put to any loss on account of any claims on the Scheduled Flat, the Vendors shall indemnify the Vendee fully for such losses.

4. The Vendor has this day delivered vacant peaceful possession of the Scheduled Flat to the Vendee.

5. Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Vendee without any let or hindrance from the Vendor or anyone claiming through them.

6. The Vendor hereby covenants that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Flat unto and in favour of the Vendee in the concerned departments.

7. The Vendor hereby covenants that the Vendor has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Flat 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 Vendee 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 flats under this sale deed.

9. The Vendee do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Vista Homes as follows:-

   i. The Vendee shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Flat 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 flat/parking space in Vista Homes.

   ii. That the Vendee has examined the title deeds, plans, extent of the flat, permissions and other documents and is fully satisfied with the same and the Vendee shall not hereafter, raise any objection on this account.

   iii. That the Vendee shall become a member of the Vista Homes Owners Association that has been / shall be formed by / for the Owners of the flats in Vista Homes constructed on the Schedule Land. As a member, the Vendee 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 Vendee ever fails to pay maintenance charges for his flat, the association shall be entitled to disconnect and stop providing all or any services to the schedule flat including water, electricity, etc.

iv. 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 Vista Homes, shall vest jointly with the owners of the various tenements/ flats / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/flat/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.

v. The Vendee 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 Flat from the date of delivery of its possession by the Vendor to the Vendee.

vi. 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 Vendee 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 Vendee.

vii. That rights of further construction in and around the Schedule Flat / Scheduled Land, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Vendee 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 Vendee.

viii. That the blocks of residential flats shall always be called VISTA HOMES and the name thereof shall not be changed.

ix. The Vendee further covenant(s) with the Vendor and through them to the Vendee(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Flat or any part of the Scheduled Building nor shall he/she/they make any additions alterations in the Scheduled Flat without the written permission of the Vendor or other body that may be formed for the maintenance of the Flats.

x. That the Vendee or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Vendee shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Vista Homes. To achieve this objective the Vendee, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (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 Vista Homes (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 cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use.

SCHEDULE 'A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac.5-25 Gts., in survey nos.193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

SCHEDULE 'B'

SCHEDULE OF FLAT

All that portion forming a luxury apartment bearing flat no.102 on the first floor, in block no. 'B' admeasuring 1220 sft. of super built-up area (i.e., 976 sft. of built-up area & 244 sft. of common area) together with proportionate undivided share of land to the extent of 74.12 sq. yds., and a reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as "Vista Homes", forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R. R. District marked in red in the plan enclosed and bounded as under:

North By	Open to Sky
South By	Open to Sky
East By	Open to Sky & 6'-6" wide corridor
West By	Open to Sky

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:

For VISTA HOMES

Partner

For VISTA HOMES

Partner

WITNESSES:

1.

2.

VENDOR

B. Bhaskar

VENDEE

ANNEXURE-1-A

1. Description of the Building : LUXURY apartment bearing flat no.102 on the first floor, in block no. 'B' of "Vista Homes", Residential Localities, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R. R. District.

   (a) Nature of the roof : R. C. C. (Basement + Ground Floor + 4 Upper Floors)

   (b) Type of Structure : Framed Structure

2. Age of the Building : New

3. Total Extent of Site : 74.12 sq. yds, U/s Out of Ac. 5-25 Gts.

4. **Built up area Particulars:**

   a) In the Basement Floor : 100 sft. Parking space for one car

   b) In the First Floor : 1220 sft

5. Annual Rental Value : ---

6. Municipal Taxes per Annum : ---

7. Executant's Estimate of the MV of the Building : Rs. 29,95,750/-

For VISTA HOMES

Partner

For VISTA HOMES

Partner

Date: 10.04.2015

Signature of the Executants

CERTIFICATE

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

For VISTA HOMES

Partner

For VISTA HOMES

Partner

Date: 10.04.2015

Signature of the Executants

B. Bhavani

REGISTRATION PLAN SHOWING FLAT NO. 102 IN BLOCK NO. 'B' ON THE FIRST FLOOR

IN THE PROJECT KNOWN AS "VISTA HOMES"

IN SURVEY NOS. 193, 194 & 195 **SITUATED AT**

KAPRA VILLAGE, KEESARA **MANDAL, R.R. DIST.**

VENDOR: M/S. VISTA HOMES, REPRESENTED BY ITS PARTNERS

1. SHRI. SOHAM MODI, SON OF SHRI. SATISH MODI

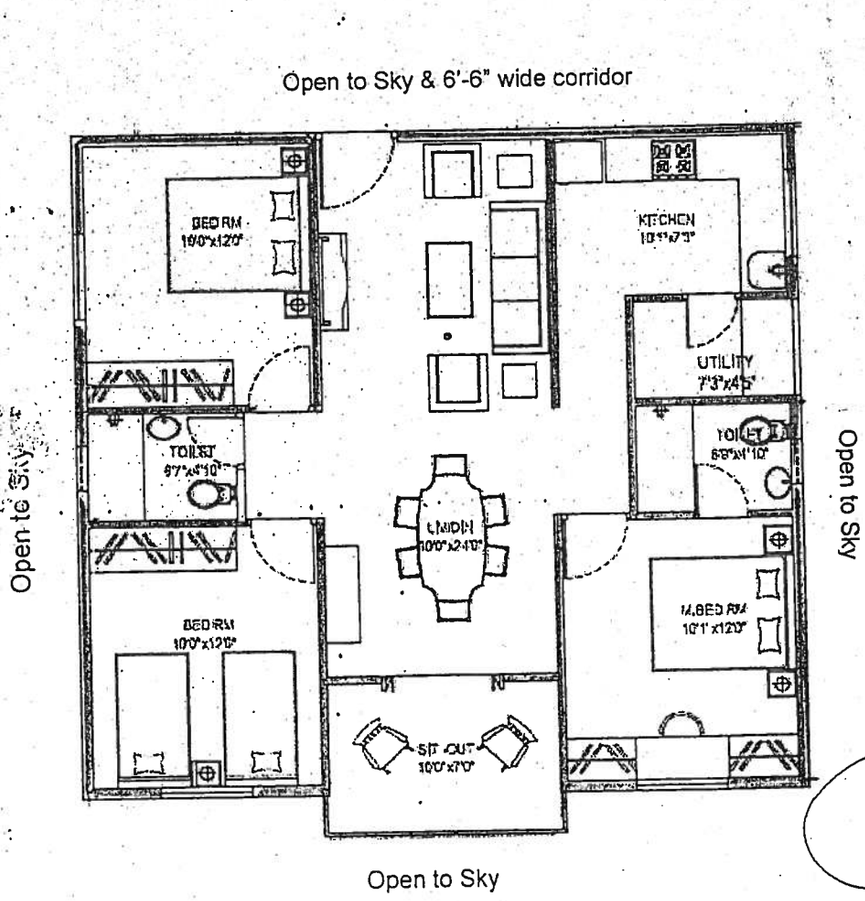
2. SHRI. BHAVESH V. MEHTA, SON OF LATE VASANT U. MEHTA

BUYER: MRS. B. BHAVANI, WIFE MR. B. S. S. SATYANARAYANA

REFERENCE: SCALE: INCL: EXCL:

AREA: 74.12 SQ. YDS. OR SQ. MTRS.

Total Built-up Area = 1220 sft.,
Out of U/S of Land = Ac. 5-25 Gts.



FOR VISTA HOMES

Partner

FOR VISTA HOMES

Partner

SIGNATURE OF THE VENDOR

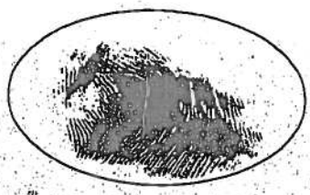
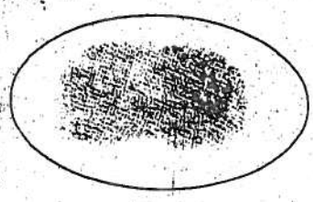
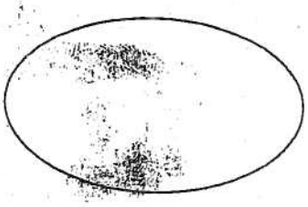
SIGNATURE OF THE BUYER

WITNESSES:

1.

2.

PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			**VENDORS:** M/S. VISTA HOMES, HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. RAOD, SECUNDERABAD REPRESENTED BY ITS PARTNERS: 1. MR. SOHAM MODI S/O. MR. SATISH MODI R/O. PLOT NO. 280, ROAD NO. 25 JUBILEE HILLS HYDERABAD– 500 034.
			2. SHRI. BHAVESH V. MEHTA S/O. LATE VASANT U. MEHTA R/O. UTTAM TOWERS D. V. COLONY, P. G. ROAD SECUNDERABAD - 500 003.
			**SPA FOR PRESENTING DOCUMENTS:** **VIDE DOC NO. 87/BK-IV/ 2014, Dt. 26.09.2014** MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4, II FLOOR SOHAM MANSION, M.G. ROAD SECUNDERABAD –500 003.
			**BUYER:** MRS. B. BHAVANI W/O.MR. B. S. S. SATYANARAYANA R/O. FLAT NO. 201 LAKSHMI NIVAS APARTMENTS NEAR LIFE LINE HOSPITAL ADIKMET, HYDERABAD - 500 044.

NATURE OF WITNESSES:

For VISTA HOMES

Partner

For VISTA HOMES

Partner

SIGNATURE OF EXECUTANTS

B Bhavani

SIGNATURE OF BUYER

VENDOR:

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT OF INDIA
VISTA HOMES
27/01/2002
Permanent Account Number
AAGFV2081P

For VISTA HOMES
Partner

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER
ABMPM6725H
नाम /NAME
SOHAM SATISH MODI
पिता का नाम /FATHER'S NAME
SATISH MANILAL MODI
जन्म तिथि /DATE OF BIRTH
18-10-1969
हस्ताक्षर /SIGNATURE
मुख्य आयकर आयुक्त, आंध्र प्रदेश
Chief Commissioner of Income-tax, Andhra Pradesh

स्थाई लेखा संख्या /PERMANENT ACCOUNT NUMBER
ABMPM6754C
नाम /NAME
BHAVESH VASANT MEHTA
पिता का नाम /FATHER'S NAME
VASANT UTTAMLAL MEHTA
जन्म तिथि /DATE OF BIRTH
02-03-1970
हस्ताक्षर /SIGNATURE
मुख्य आयकर आयुक्त, आंध्र प्रदेश
Chief Commissioner of Income-tax, Andhra Pradesh

For VISTA HOMES
Partner

आयकर विभाग भारत सरकार
INCOME TAX DEPARTMENT GOVT OF INDIA
PRABHAKAR REDDY K
PADMA REDDY KANDI
15/01/1974
Permanent Account Number
AWSPP8104E
Signature

Bunch

भारत सरकार

आधार

[redacted]

భారత ప్రభుత్వం

Unique Identification Authority of India

[redacted]

నమోదు సంఖ్య / Enrollment No. : 1080/20070/02158

To
Basavaraju Bhavani
బసవరాజు భవాని
W/O: Basavaraju Samba Siva Satyanarayana
Flat Number 201, Lakshmi Nivas Apartments
Lalitha Nagar
Near Life Line Hospitals
Ramnagar Gundu
Musheerabad
New Nallakunta, Hyderabad
Andhra Pradesh - 500044
9948505080

21/02/2013

KL164531361DF

16453136

మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

7288 2227 3366

ఆధార్ - సామాన్యుని హక్కు

[redacted]

బసవరాజు భవాని
Basavaraju Bhavani

పుట్టిన సంవత్సరం/Year of Birth: 1957
స్త్రీ / Female

7288 2227 3366

ఆధార్ - సామాన్యుని హక్కు

Government of India

AADHAAR

సమాచారం

- ఆధార్ గుర్తింపుకు ధృవీకరణ, పౌరసత్వానికి కాదు.
- గుర్తింపుకు ధృవీకరణ ఆన్‌లైన్ అథెంటికేషన్ ద్వారా పొందవచ్చు.

INFORMATION

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- To establish identity, authenticate online.

- ఆధార్ దేశమంతటా ఆమోదించబడుతుంది.
- ఆధార్ భవిష్యత్తులో ప్రభుత్వ మరియు ప్రభుత్వేతర సేవలు అందచేయడంలో సహాయపడుతుంది.
- Aadhaar is valid throughout the country.
- Aadhaar will be helpful in availing Government and Non-Government services in future.

[redacted] ప్రాధికార సంస్థ

UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా: W/O: బసవరాజు సాంబ శివ సత్యనారాయణ
ఫ్లాట్ నంబర్ 201, లక్ష్మి నివాస్ అపార్ట్‌మెంట్స్, లలిత నగర్
లైఫ్ లైన్ హాస్పిటల్స్ దగ్గర
రామనగర్ గుండు, ముషీరాబాద్, న్యూ నల్లకుంట
హైదరాబాద్, ఆంధ్ర ప్రదేశ్, 500044

Address: W/O: Basavaraju Samba Siva Satyanarayana, Flat Number 201, Lakshmi Nivas Apartments, Lalitha Nagar, Near Life Line Hospitals, Ramnagar Gundu, Musheerabad Hyderabad, New Nallakunta, Andhra

1947
1800 180 1947

help@uidai.gov.in

www.uidai.gov.in

P.O. Box No. 1947, Bangalore - 560001

B.Bhavani

भारत सरकार

आधार

[redacted]

భారత ప్రభుత్వం

Unique Identification Authority of India

నమోదు సంఖ్య / Enrollment No. : 1080/20070/02157

To
Basavaraju Samba Siva Satyanarayana
బసవరాజు సాంబ శివ సత్యనారాయణ
S/O: Basavaraju Laxmi Narasimha Rao
Flat Number 201, Lakshmi Nivas Apartments
Lalitha Nagar
Near Life Line Hospitals
Ramnagar Gundu
Musheerabad
New Nallakunta,Hyderabad
Andhra Pradesh - 500044
9948505080

21/02/2013

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మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

7897 9643 9051

ఆధార్ - సామాన్యుని హక్కు

[redacted]

బసవరాజు సాంబ శివ సత్యనారాయణ
Basavaraju Samba Siva Satyanarayana

పుట్టిన సంవత్సరం/Year of Birth: 1956
పురుషుడు / Male

7897 9643 9051

ఆధార్ - సామాన్యుని హక్కు

Government of India

[redacted]

AADHAAR

సమాచారం

- ఆధార్ గుర్తింపుకు ధృవీకరణ, పౌరసత్వానికి కాదు.
- గుర్తింపుకు ధృవీకరణ ఆన్‌లైన్ ఆథెంటికేషన్ ద్వారా పొందవచ్చు.

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[redacted]

UNIQUE IDENTIFICATION AUTHORITY OF INDI

చిరునామా: S/O: బసవరాజు లక్ష్మి నరసింహ రావు, ఫ్లాట్ నంబర్ 201, లక్ష్మి నివాస్ అపార్ట్‌మెంట్స్, లలిత నగర్ లైఫ్ లైన్ హాస్పిటల్స్ దగ్గర రాంనగర్ గుండు, ముషీరాబాద్, న్యూ నల్లకుంట హైదరాబాద్, ఆంధ్ర ప్రదేశ్, 500044

Address: S/O: Basavaraju Laxmi Narasimha Rao, Fl Number 201, Lakshmi Niv Apartments, Lalitha Naga Near Life Line Hospitals, Ramnagar Gundu, Musheerabad, Hyderabac New Nallakunta, Andhra

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(12)

Rs. 100

ONE HUNDRED RUPEES

₹. 100

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

BA 425169

S.No. 1242 Dt.28-01-2013 Rs.100/-
Sold to : Sri.Ramesh S/o Narsing Rao, R/o Hyd
For Whom: Vista Homes, Hyd

K. GIRIBABU
LICENCED STAMP VENDOR
LIC.No. 16-02-30/1998
REN. No, 16-02-009/2013
Sub-Bapunagar, Amberpet, Hyd-13
CELL No. 9989259839

AGREEMENT OF SALE

This Agreement of Sale is made and executed on this the 26th day of April 2013 at Secunderabad by and between:

M/s. VISTA HOMES, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its authorized representatives Shri. Bhavesh V. Mehta,S/o. Late Shri. Vasant U. Mehta aged about 42 years, Occupation: Business, resident of Uttam Towers, D.V. Colony, Secunderabad – 500 003 and Shri. Soham Modi S/o. Shri. Satish Modi, aged about 43 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad– 500 034, hereinafter referred to as the 'Vendor'

In favour of

Mrs. B. Bhavani, wife of Mr. B. S. S. Satyanarayana aged about 55 years, residing at Flat No. 201, Lakshmi Nivas Apartments, Near Life Line Hospital, Adikmet, Hyderabad - 500044, hereinafter referred to as the 'Vendee'.

The term Vendor and Vendee shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

For VISTA HOMES
Partner

For VISTA HOMES
Partner

B. Bhavani

B-102 sale agr

WHEREAS:

A. The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S.No.	Deed Doc. No.	Dated	Extent ofLand
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac.1-10 gts.
3.	4325/2007	16.06.2007	Ac.0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac.1-02 gts.

B. The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

C. The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. SanaYadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

D. The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

E. By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.

F. The Vendor proposes to develop the Scheduled Land by constructing about 403 flats of similar elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed flats will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.

B. Bhavani

G. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes'.

H. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and Flat no. 102 and also about the capacity, competence and ability of the Vendor to construct the flat thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Vista Homes. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.

I. The Vendee is desirous of purchasing flat/apartment no. 102 on the first floor, in block no.'B' and car parking space as a package in the proposed residential complex known as Vista Homes and has approached the Vendor.

J. The Vendee has made a provisional booking vide booking form no. 1085 dated 28.03.2013 for the above referred flat and has paid a booking amount of Rs. 25,000/- to the Vendor.

K. The parties hereto after discussions and negotiations have agreed to certain terms and conditions of sale and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Vendee agrees to purchase a Luxury flat together with proportionate undivided share in land and a parking space, as a package, as detailed here below in the residential complex named as Vista Homes, being constructed on the Scheduled Land (such a flat hereinafter is referred to as Scheduled Flat) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Flat will be as per the specifications given in Schedule 'C'.

   Schedule of Flat
   a) Luxury Flat No. 102 on the first floor, in block no. 'B' admeasuring 1220 sft. of super built up area.
   b) An undivided share in the Schedule Land to the extent of 74.12 Sq. yds.
   c) A reserved parking space for single car in the basement admeasuring about 100 sft.

2. That the total sale consideration for the above shall be Rs. 29,95,750/- (Rupees Twenty Nine Lakhs Ninety Five Thousand Seven Hundred and Fifty only).

3. That the Vendee in pursuance of this agreement has paid the following amounts towards sale consideration to the Vendor which is hereby admitted and acknowledged by the Vendor.

Date	Mode of Payment	Amount
29.03.2013	cheque no. 116646	Rs. 25,000/-

B. Bhavani

4. That the Vendee in pursuance of this agreement shall pay the balance consideration of Rs. 29,70,750/- to the Vendor as under. The Vendor shall intimate the Vendee the stage of construction for payment of the installments given below in writing to their last known address or by email (to satyanarayanabss@rediffmail.com or as specified in the booking form). The Vendee shall not raise any objections for non-receipt of such an intimation and delay the payment of installments on that count.

Installment	Due date for payment	Amount
I	Within 15 days from date of booking	2,00,000/-
II	Within 45 days from date of booking	4,00,000/-
III	Within 7 days of completing slab	11,85,375/-
IV	Within 7 days of completing brick work and internal plastering	7,11,225/-
V	Within 7 days of completing flooring, bathroom tiles, doors, windows & first coat of paint	2,74,150/-
VI	On completion	2,00,000/-

5. That the Vendee shall pay the installments as mentioned above regularly in favour of the Vendor either by demand draft / pay-order / cheque / cash and obtain receipt for the same and the Vendee shall pay such installments on or before the due dates.

6. In case the Scheduled Flat is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned above. The Vendee shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Flat, notwithstanding the installments and due dates mentioned above.

7. That the Vendor shall be entitled to claim simple interest calculated @ 1.5% per month on all delayed payments of installments from the Vendee. Under no circumstances the Vendee shall delay the payment of installments for more than 1 month from the due date.

8. That the Vendee at his discretion and cost may avail housing loan from bank / financial institutions. The Vendee shall endeavour to obtain necessary loan sanctioned 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 Vendee for whatsoever reason. The payment of installments to the Vendor by the Vendee shall not be linked with housing loan availed / to be availed by the Vendee.

9. That for the purposes of creating a charge in favour of the bank / financial institutions on the flat being constructed so as to enable the Vendee to avail housing loan, the Vendor will execute a sale deed in favour of the Vendee for semi-finished/finished flat. In the event of execution of sale deed before the flat is fully completed, the Vendee shall be required to enter into a separate agreement of construction with the Vendor for completing the unfinished flat and the Vendee shall not raise any objection for execution of such an agreement.

B. Bhavani

10. That in the event the Vendee is arranging/has arranged finance under housing finance scheme/or any other scheme for the purchase of Schedule flat and payment of sale consideration under this Agreement, it shall be the sole responsibility of the Vendee 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 Vendee and the consequence as regards default in payments as contained under this Agreement shall become operative.

11. That any time given to the Vendee 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 Vendee 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 in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement and the Vendor shall be entitled to forfeit the following amounts towards cancellation charges as under:
    a) In case of failure of the Vendee to obtain housing loan within 15 days of this agreement, 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. 25,000/-
    b) In case of request for cancellation in writing within 30 days of this agreement, the cancellation charges shall be Rs. 50,000/-.
    c) In all other cases of cancellation either of booking or agreement, the cancellation charges shall be 15% of the agreed total sale consideration.

13. That in case of delay in the payment of installments for more than 1 month from the due date, the Vendor shall at his discretion be entitled to cancel this agreement 'suo-moto', unilaterally without any recourse to the Vendee and the Vendor need not give any prior notice or intimation to the Vendee of such action of cancellation of the Agreement.

14. The Vendor shall be entitled to re-allot / sell the said Scheduled Flat thus cancelled in favour of any other person. No notice from the Vendor shall be necessary to the defaulting Vendee to take action as stated herein, and such action shall be at the sole prerogative and discretion of the Vendor and the defaulting Vendee shall have no say in or to object to the same.

15. That the Vendee has examined the title deeds, plans, area/extent of the Scheduled Flat, 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 Vendee shall not hereafter, raise any objection on this count. That the Vendor covenants with the Vendee that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc. and they along with the Owners confirm that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Vendee only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Flat.

B. Bhavani

16. Except under the circumstances mentioned in Clause 9 above viz., the Vendee is availing a housing loan, the Vendor will execute and register sale deed and /or agreement of construction in favour of the Vendee only after the receipt of the total sale consideration given herein along with other charges payable by the Vendee to the Vendor.

17. The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Vendee only and such costs do not form part of the agreed sale consideration. The Vendee shall pay stamp duty and/or registration charges as required for execution of this agreement, sale deed, agreement for construction, etc. within a period of 90 days from this agreement. In case the Vendee fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Vendee and shall be recoverable as dues from the Vendee.

18. It is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales tax, VAT, service tax or any other similar levy that is leviable or may become leviable with respect to the sale or construction of the Scheduled Flat, payment of sale consideration under this agreement, or the sale deed and/or the agreement of construction.

19. That the possession of the Scheduled Flat shall be delivered by the Vendor to the Vendee only upon registration of the Sale Deed. The Vendee immediately thereafter shall handover the Scheduled Flat back to the Vendor for the purposes of carrying out construction of the flat thereon and for providing other amenities which are part and parcel of the Vista Homes. The Vendor shall re-deliver the possession of the completed flat to the Vendee only upon payment of entire sale consideration and other dues by the Vendee to the Vendor.

20. The Vendor agrees to deliver the Scheduled Flat completed in all respects on or before 01.01.2015 with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Vendee shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sft per month, being the average expected rent for the Schedule Flat. The Vendee shall be entitled to such a compensation for delay in completion, if and only if, the Vendee has paid the entire sale consideration to the Vendor. The Vendee agrees to limit their claims for delay in completion to the said amount.

21. That in event of any delay in the completion of the construction of the Scheduled Flat and delivery of possession of the said flat 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 Vendee shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed.

B. Bhavani

22. That upon completion of construction of the Scheduled Flat the Vendor shall intimate to the Vendee the same at his last known address and the Vendee 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 Vendee shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association.

23. That from the intimation as to possession or completion of the Scheduled Flat or date of receipt of possession of the flat, which ever is earlier the Vendee shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Schedule Flat including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc.

24. The Vendor at his discretion may withhold the final finishing works like last coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Vendee confirms his readiness to take possession of the Schedule Flat. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, it is agreed that the final finishing works shall be withheld to ensure that the completed flat is handed over to the Vendee in a brand new condition.

25. That the Vendee shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the flat 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

26. That it is specifically understood and agreed by the Vendee that the Sale Deed executed in favour of the Vendee and the Agreement for Construction entered into between the parties hereto in pursuance of this agreement are interdependent, mutually co-existing and / or inseparable. The Vendee therefore shall not be entitled to alienate in any manner the Scheduled Flat registered in his favour and / or enter into an Agreement for Construction in respect of the flat with any other third parties. However, the Vendee with the prior consent in writing of the Vendor shall be entitled to offer the Scheduled Flat as a security for obtaining housing loan for the purposes of purchase and construction of the proposed flat.

27. That the name of the project which is styled by the Vendor as Vista Homes shall always be called as such and shall not be changed.

28. That the Vendee shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2025 and all the flats in the project of Vista Homes shall have a similar elevation, color scheme, etc. for which the Vendee shall not raise any obstructions / objections.

B. Bhava

29. That the Vendor shall construct the flat on the Schedule Land c. 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 Vendee shall be paid by the Vendee.

30. 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 Vendee shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Vendee.

31. That rights of further construction in and around the Schedule Flat, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Vendee 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 Vendee.

32. That the Vendee agrees that under no circumstances including that of any disputes or misunderstandings, the Vendee shall seek or cause the stoppage or stay of construction or related activity in the Vista Homes project or cause any inconvenience or obstructions whatsoever. However, the claim of the Vendee against the Vendor shall be restricted to a monetary claim, which shall not exceed 10% of the sale consideration as damages in case of any breach or violation of obligations by the Vendor. This understanding is specifically reached amongst the parties for the overall interest of the other purchasers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

33. That the Vendee shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 Vista Homes project and in respect to the Scheduled Flat and also the adjoining flats/blocks.

34. That the draft of the Sale Deed, Agreement for Construction to be executed and registered, in pursuance of this agreement has been examined and is duly approved by the Vendee.

35. That the Vendee shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Vendee make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Vista Homes.

36. That the Vendee shall become a member of the association / society which shall be formed to look after the maintenance of the Vista Homes and shall abide by its rules. Until the society / association is formed the Vendee shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor. If the Vendee ever fails to pay maintenance charges for his/her house, the association / Vendor shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. The Vendee shall pay a sum of Rs. 15,000/- for one and two bedroom flats and Rs. 20,000/- for three bedroom flats by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed flat.

B. Bhavani

37. That the Vendee or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Vendee shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Vista Homes. To achieve this objective the Vendee, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (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 Vista Homes (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 cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use.

38. That the Vendee 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 Scheduled Flat on account of joint ownership of the same by a number of persons.

39. That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form, sale deed and agreement of construction, 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.

40. That the Vendee shall impose all the conditions laid down in the agreement upon the transferee, tenant, occupiers or user of each flat. 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 flat and the transfer of all or any rights therein shall only be subject to such conditions.

41. That the Vendor shall cause this Agreement of sale to be registered in favour of the Vendee as and when the Vendee 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.

42. That 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.

43. Wherever the Vendee is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Vendee shall be read and construed as 'She, Her, Herself. These expressions shall also be modified and read suitably wherever the Vendee is a Firm, Joint Stock Company or any Corporate Body.

44. 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.

B. Bhavani

SCHEDULE `A'

SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 5-25 Gts., in survey nos. 193 (Ac.2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199 & nala
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

SCHEDULE `B'

SCHEDULE OF APARTMENT

All that portion forming a Luxury flat no. 102 on the first floor, in block no. 'B' admeasuring 1220 sft. of super built-up area (i.e., 976 sft. of built-up area & 244 sft. of common area) together with proportionate undivided share of land to the extent of 74.12 sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as Vista Homes, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Keesara Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Open to sky
South By	Open to sky
East By	6'-6" wide corridor & Open to sky
West By	Open to sky

WITNESSES:

1.

VENDOR

2.

VENDEE

B. Bhavani

SCHEDULE C

Specifications

Semi-deluxe flat:

- Structure: RCC
- Walls: 4"/6" solid cement blocks
- External painting: Exterior emulsion
- Internal painting: Smooth finish with OBD
- Flooring: 12" ceramic tiles
- Door frames: Wood (non-teak)
- Main door: Laminated / polished panel door
- Other doors: Painted flush doors
- Electrical: Copper wiring with modular switches
- Windows: Powder coated aluminum sliding windows with grills
- Bathrooms: Standard ceramic tiles – 4 / 7 ft height
- Plumbing: UPVC / GI & PVC pipes
- Sanitary: Cera / Parryware or equivalent brand
- CP fittings: Branded quarter turn ceramic disc type.
- Kitchen platform: Granite slab with 2 ft dado and SS sink

Deluxe flat (same as semi-deluxe flat with following alterations):

- Flooring: 24" vitrified tiles
- Other doors: Painted panel doors
- Bathrooms: Branded designer ceramic tiles – 4 / 7 ft height
- Kitchen: Modular kitchen of specified design

Luxury flat (same as deluxe flat with following additions):

Fully furnished flat with:

- Drawing: Sofa set 2 + 1 + 1 or 2 + 2, centre table, 1 side table, TV unit
- Dinning: 6 seater dining table with chairs in solid wood, buffet cabinet
- Master bedroom: Queen size bed with two night stands in solid wood, 6'x7' wardrobe, laminated wooden flooring, dressing table
- Other bedrooms: Queen size bed with two night stands or a pair of single beds with 1 night stand in solid wood, 4'x7' wardrobe.
- Soft furnishings:
  - Highlighted or textured wall paint on 1 wall in each room
  - Light fittings and fans for all rooms
  - Mirrors in bathrooms
  - Curtains in all rooms
  - Mattress, pillows and bedspread for all beds.
  - Decorative lamps, wall hangings, cushions, planters, rugs for all rooms as per design requirement.

Note:

1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
2. Changes to external appearance and color shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.
8. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Builder and subject to change from time to mime without prior notice.
9. Specifications / plans subject to change without prior notice

B. Bhavi

B-102 sal

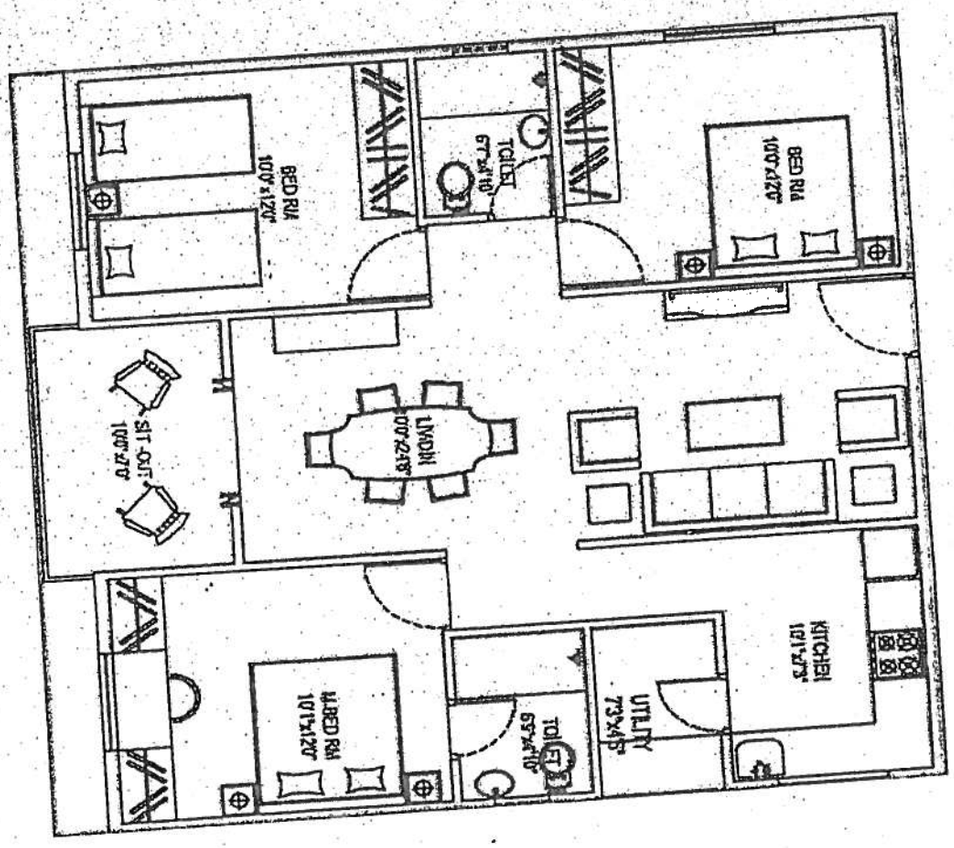
Plan showing Flat No. 102 on the first floor in block no. 'B' of Vista Homes at Survey Nos. 193, 194 & 195, situated at Kapra village, Keesara Mandal, Ranga Reddy District.

Vendor:	M/s. Vista Homes
Buyer:	Mrs. B. Bhavani
Flat area:	1220 sft.
Undivided share of land:	74.12 sq.yds

Boundaries :

North by:	Open to sky
South by:	Open to sky
East by:	6'-6" wide corridor & Open to Sky
West by:	Open to sky

N



WITNESSES:

1.

VENDOR

2.

VENDEE

B.Bhavani

B-102 sale agr

GREATER HYDERABAD MUNICIPAL CORPORATION

TOWN PLANNING SECTION

BUILDING PERMIT ORDER

TO

M/S. VISTA HOMES, REP BY SOHAM MODI

SY.NO.193 TO 195,

KAPRA (V), KEESARA (M), R.R.DISTRICT

FILE No	24386/11/04/2012		
PERMIT No.	17811/HO/EZ/Cir-1/2012		
DATE	11	12	2012

Sir / Madam,

Sub: Building Permission – Sanctioned – Reg.

Ref: Your Application dated: 11.04.2012 u/s 388, 428 & 433 of HMC Act, 1955, Revised plan dt.27.06.2012 and A.P. Urban Areas (Dev), Act, 1975.

* * *

Your application submitted in the reference has been examined with reference to the rules and regulations in force and permission is hereby sanctioned conditionally as detailed below:

A	APPLICANT AND LICENSED PERSONNEL DETAILS:				
1	Applicant	M/S. VISTA HOMES, REP BY SOHAM MODI			
2	Developer / Builder	SRI SOHAM MODI	Lic.No.	BL/1171/08	
3	Architect	K. PRATHIMA	Lic No.	CA/2007/39649	
4	Structural Engineer	SRI M.DATTATRI RAO	Lic.No.	134/Strl.Eng./TP10/GHMC	
B	SITE DETAILS				
1	Sy.No.	193 TO 195,			
2	Locality	KAPRA (V), KEESARA (M), R.R.DISTRICT			
3					
C	DETAILS OF PERMISSION SANCTIONED– For the proposed construction of Cellar for parking + Ground + 4 upper floors for residential flats consisting with 9 Blocks i.e A to I and Ground + 4 upper floors for Amenities Block				

1	Floors	-		G + 4 Upper floors		2(B)	Parking floors	
2(A)	Use	No.	Area (m^2)	No.	Area(m^2)	Level	No.	Area(m^2)
	Residential √	-	-	5	36422.22 m2	Cellar	1	13211.49 m2
						-	-	

3	Set backs (m)	Front	Rear	Side I	Side II
		6.00 m	6.00 m	6.00 m	6.00 m

4	Site Area (m^2)	22763.00 m2	11	Common Area(m^2)	-
5	Road affected area (m^2)	2108.85 m2	12	Gross F.S.I. (m^2)	36422.22 m2
6	Net Area(m^2)	20654.15 m2	13	Tot-lot (m^2)	2275.16
7	Coverage area (m^2)	-	14	Height (m)	14.95 m
8	Coverage (%)	-	15	No. of P. plts as per plan	-
9	Net FSI(m^2)	-	16	No. of Units	-
10	FSI (Road affected Area) (m^3)	-	17	Others	-

D	DETAILS OF FEES PAID (RS.) TOTAL : 12,000/- + 1,43,39,655/- + 52,02,715/- = 1,95,54,370/-					
1	Building Permit Fee	Rs. 12,000/- + 29,70,440/-	6	VLT Charges	Rs.	3,38,140/-
2	Development Charges	Rs. 2,12,985/- Rs. 52,02,715/-	7	LIG Charges	Rs.	71,065/-
3	B.C. & E.B. Charges (on Built up area)	Rs. 55,43,475/-	8	Proportionate Layout Charges	Rs.	17,12,575/-
4	B.C. & E.B. Charges (on site area)	Rs. 28,57,075/-	9	Sub-division charges	Rs.	3,42,515/-
5	RWH Charges	Rs. 2,91,385/-		Challan No.495/83 & 89, dt.05.10.2012		

OTHER DETAILS :

1	Contractor's all Risk Policy No			CCX/I0946493/ 51/06/C1511Q	Dt	01.07.2012	Valid Upto	30.06.2015
2	Notarized Affidavit No	AU 158720	Dt:	23.06.2012	Floor handed over	Partly for all Blocks i.e. A to I & Amenities in 1st floor	Area (m^2)	3989.71m2
3	Entered in prohibitory property watch register Sl.No	Vol.No.3	Dt:	07.10.2012	S.R.O.	SRO-Kapra, R. R. District		

F	Construction to be Commenced Before	10.12.2013
G	Construction to be Completed Before	10.12.2015

The Building permission is sanctioned subject to following conditions:

(a) The applicant should follow the clause 7.2 (i) (iii) (iv) (v) & (vii) of GO Ms No. 86, MA, dt. 03 03.2006.

(b) The applicant should provide automatic Sprinkler System in cellar floor and fire safety measures as per NBC Norms before coming for occupancy certificate.

(c) That the condition insisted by the Fire Service Department vide letter No.689/AD/FPW/GHMC/2012, dt.17.07.2012 should be followed.

Note: Please obtain Occupancy Certificate from GHMC before occupation of the building.

for COMMISSIONER,
GHMC.

The Building permission is sanctioned subject to following conditions:

1. The permission accorded does not confer any ownership rights. At a later stage if it is found that the documents are false and fabricated the permission will be revoked U/s 450 of HMC Act 1955.
2. If construction is not commenced within one year, building application shall be submitted afresh duly paying required fees.
3. Sanctioned Plan shall be followed strictly while making the construction.
4. Sanctioned Plan copy as attested by the GHMC shall be displayed at the construction site for public view.
5. Commencement Notice shall be submitted by the applicant before commencement of the building U/s 440 of HMC Act.
6. Completion Notice shall be submitted after completion of the building & obtain occupancy certificate U/s 455 of HMC Act.
7. Occupancy Certificate is compulsory before occupying any building.
8. Public Amenities such as Water Supply, Electricity Connections will be provided only on production of occupancy certificate.
9. Prior Approval should be obtained separately for any modification in the construction.
10. Tree Plantation shall be done along the periphery and also in front of the premises.
11. Tot-lot shall be fenced and shall be maintained as greenery at owners cost before issue of occupancy certificate.
12. Rain Water Harvesting Structure (percolation pit) shall be constructed.
13. Space for Transformer shall be provided in the site keeping the safety of the residents in view.
14. Garbage House shall be made within the premises.
15. Cellar and stilts approved for parking in the plan should be used exclusively for parking of vehicles without partition walls & rolling shutters and the same should not be converted or misused for any other purpose at any time in future as per undertaking submitted.
16. No. of units as sanctioned shall not be increased without prior approval of GHMC at any time in future
17. This sanction is accorded on surrendering of Road affected portion of the site to GHMC free of cost with out claiming any compensation at any time as per the undertaking submitted
18. Strip of greenery on periphery of the site shall be maintained as per rules.
19. Stocking of Building Materials on footpath and road margin causing obstruction to free movement of public & vehicles shall not be done, failing which permission is liable to be suspended.
20. The permission accorded does not bar the application or provisions of Urban Land Ceiling & Regulations Act 1976.
21. The Developer / Builder / Owner to provide service road wherever required with specified standards at their own cost.
22. A safe distance of minimum 3.0mts. Vertical and Horizontal Distance between the Building & High Tension Electrical Lines and 1.5mts. for Low Tension electrical line shall be maintained.
23. No front compound wall for the site abutting 18 mt. road width shall be allowed and only iron grill or Low height greenery hedge shall be allowed.
24. If greenery is not maintained 10% additional property tax shall be imposed as penalty every year till the condition is fulfilled.
25. All Public and Semi Public buildings above 300Sq.mts. shall be constructed to provide facilities to physically handicapped persons as per provisions of NBC of 2005.
26. The morigaged builtup area shall be allowed for registration only after an Occupancy Certificate is produced.
27. The Registration authority shall register only the permitted builtup area as per sanctioned plan.
28. The Financial Agencies and Institutions shall extend loans facilities only to the permitted builtup area as per sanctioned plan.
29. The Services like Sanitation, Plumbing, Fire Safety requirements, lifts, electrical installations etc., shall be executed under the supervision of Qualified Technical Personnel.
30. Architect / Structural Engineer if changed, the consent of the previous Architect / Structural Engineer is required and to be intimated to the GHMC.
31. Construction shall be covered under the contractors all risk insurance till the issue of occupancy certificate (wherever applicable)
32. As per the undertaking executed in terms of G.O. Ms. No. 541 MA, dt. 17-11-2000 (wherever applicable),
    a. The construction shall be done by the owner, only in accordance with sanctioned Plan under the strict supervision of the Architect, Structural Engineer and site engineer failing which the violations are liable for demolition besides legal action.
    b. The owner, builder, Architect, Structural Engineer and site engineer are jointly & severely responsible to carry out and complete the construction strictly in accordance with sanctioned plan.
    c. The Owner, Builder, Architect, Structural Engineer and Site Engineer are jointly and severely are held responsible for the structural stability during the building construction and should strictly adhere to all the conditions in the G.O.
    d. The Owner / Builder should not deliver the possession of any part of built up area of the building, by way of Sale / Lease unless and until Occupancy Certificate is obtained from GHMC after providing all the regular service connections to each portion of the building and duly submitting the following.
        (i) Building Completion Certificate issued by the Architect duly certifying that the building is completed as per the sanctioned plan.
        (ii) Structural Stability Certificate issued by the Structural Engineer duly certifying that the building is structurally safe and the construction is in accordance with the specified designs.
        (iii) An extract of the site registers containing inspection reports of Site Engineer, Structural Engineer and Architect.
        (iv) Insurance Policy for the completed building for a minimum period of three years.
33. Structural Safety and Fire Safety Requirements shall be the responsibility of the Owner, Builder/ Developer, Architect and St Engineer to provide all necessary Fire Fighting Installations as stipulated in National Building Code of India, 2005 like;
    i) To provide one entry and one exit to the premises with a minimum width of 4.5mts. and height clearance of 5mts.
    ii) Provide Fire resistant swing door for the collapsible lifts in all floors.
    iii) Provide Generator, as alternate source of electric supply.
    iv) Emergency Lighting in the Corridor / Common passages and stair case.
    v) Two numbers water type fire extinguishers for every 600 Sq.mts. of floor area with minimum of four numbers fire extinguishers per floor and 5k DCP extinguishers minimum 2 Nos. each at Generator and Transformer area shall be provided as per I.S.I. specification No.2190-1992.
    vi) Manually operated and alarm system in the entire buildings,
    vii) Separate Underground static water storage tank capacity of 25, 000 ltrs. Capacity.
    viii) Separate Terrace Tank of 25,000lits capacity for Residential buildings;
    ix) Hose Reel, Down Corner.
    x) Automatic Sprinkler system is to be provided if the basement area exceed 200 Sq.mts.
    xi) Electrical Wiring and installation shall be certified by the electrical engineers to ensure electrical fire safety.
    xii) Transformers shall be protected with 4 hours rating fire resist constructions.
    xiii) To create a joint open spaces with the neighbours building / premises for maneuverability of fire vehicles No parking or any constructions shall be made in setbacks area.

By order

for COMMISSIONER,
GHMC

Copy to
1. The Assistant City Planner/City Planner, Circle..... ...., GHMC
2. The Dy. Municipal Commissioner, Circle No..... . GHMC
3. The Zonal Commissioner, ..., GHMC.
4. The Manager Director, HMWS&SB.
5. The Director, A.P. TRANSCO, Hyderabad.
6. The Director General, Stamps and Registration Department, Hyderabad
7. The Director General, Fire Service Department, Govt. of A.P, Hyderabad.
7. The Neighbors (side1, side2 & rear)
8. The Licensed Technical Personnel / Structural Engineer / Builder.

Our client informs as follows:

Your client was handed over possession on 30.5.2015, the possession letter and the No Due Certificate issued by our client was received by the husband of your client an he has signed the necessary papers on behalf of your client, and has not raised any objections regarding the incompletion or not providing the agreed amenities. The member ship enrolment form of the association was signed by the husband of your client. The Corpus Fund was also paid. The maintenance charges are also being regularly paid by your client.

Your client had infact being extremely happy with the flat and project, her husband has recommended two other customers and further collected two gold coins as per the norms of the referral scheme of our client. Our client has co-opted several residents as co-opted members for a better coordination in so far as the maintenance of the housing complex is concerned.

Your client had recently demanded for an additional discount on the sale consideration after more than one year of taking possession. This is not at all tenable and our client had informed the same to your client. Your client being aggrieved by such refusal by our client has got issued this notice with all false and frivolous allegations.

Kindly advise your client not to take any unnecessary legal action and if your client takes steps in any court of law, inspite of this reply, our client will defend the same at the cost and consequences to your client.

(C.BALAGOPAL)
ADVOCATE

HYDERABAD METROPOLITAN WATER SUPPLY & SEWERAGE BOARD

Query And Response Report

Print Date : 01/04/2016

Customer Application Details

File No : 2013-4-2221
Applicant Name : VISTA HOMES REP BY SRI SOHAM MODI
Applied Category : MULTI STORIED BUILDING
Application Type : FeasibilityReceipt

Applicant Number : 2013-4-2221
Address : SY.NO.193,194 & 195,KAPRA(VG),KAPRA(C),KEESARA(M),GHMC,R.R.DIST.,KAPRA (RADHIKA)
Connection Type : WaterAndSewerage
Applied For : New

Request Date : 24/04/2013
Processing Fee : 225000
WaterSize: 20
Sewerage Size : 150

Feasibility Details

Accepted Category :
Plot Area In Sq Mtrs : 0.00
Accepted WaterSize :
Plinth Area : 0.00

Tariff Category :
No Of Floors : 0
WaterRequirement : 0.00
Feasibility Date :

Plot Area In Yards : 0.00
Flats / Units : 0
Accepted SewSize :

Estimation Details

Dispatch Number :
Total Amount : 0.00

Sanctioned Date :
Total Deduction : 0.00

ApprovedBy Name :
Net Due : 0.00

Collection Details

Total Amount : 0.00

Amount Paid : 0.00

Balance : 0.00

Allocation Details

GB Number :

GB Name :

Alloted Date :

OC Details

OC Flagged Date :

OC SubmissionDt :

OC Sub. Capt. Dt :

Conn.Completion Details

GB Number :
Meter no :
CAN :

Agency Name :
Len Of Conn:
Connection Date:

GB Bill No:
GB Bill Gen.Date :
CAN Gen. Date:

Connection Status: REGISTERED

P. Thurpathi Reddy M.A.L.L.B.
Adovocate

Address :.
DoorNo1-8-22/2/6,
Plot No 39,
North Kamala Nagar,
ECIL Post, Hyderabad-62.
Mobile: 8179244042

By Regd.Post Ack Due

Dt. 05.11.2016.Hyd-62.

LEGAL NOTICE

To

1. Shri. Bhavesh, V. Mehta,
S/o. Late Shri. Vasanth U. Mehta
Aged about-45yrs,
Occupation: Business R/o. Uttam Towers,
DV Colony,Secunderabad 500003.

2. Shri Soham Modi
S/o. Shri Satish Modi,
Aged about 46 yrs,
Occupation: Business R/o. Plot no 280,
Road No25, Jubileehills Hyderabad-500034.

3. Shri Soham Modi
S/o. Shri Satish Modi,
Aged about 46 yrs,
Occupation: Business/ Partner/Authorised Signatory
M/s. Vista Homes, Survey No. 193 to 195,
Kushaiguda, Hyderabad .500062, Mobile No:040-64644006

4. Shri Nareddy Kiran Kumar,
S/o. Shri Madhusudhan Reddy.
Aged about 45 yrs,
Occupation: Business, R/o plot no 275,
Venkateshwara Colony, Meerpet, Moulali.

Under the instructions of my client Smt. B. Bhavani W/o Mr. B.S.S.Satyanarayana, Aged 57 years, Occ: House wife R/o. Flat No 102 on the 1st floor in Block no B VISTA HOMES Kushiaguda, Hyderabad 62. I address you the following legal notice.

1. That on 26st day of April 2013. M/s. VISTA HOMES, a registered partnership firm having its office at 5-4-187/3 & 4, 11 Soham Mansion, MG Road Secunderabad-500003, represented by its authorized representatives sri. Bhavesh V. Mehta, S/o Late Shri Vasant U. Mehta, aged about 42 years Occupation business R/o. of Uttam Towers, DV Colony, Secunderabad 5000003 and Shri Soham Modi S/o Satish Modi, Aged 43 years Occ business R/o. plot no 280, road no 25, jubilee hills, Hyderabad 5000034, as vendors, entered into an agreement of sale of Schedule-A Shedule of land and Schedule-B, Schedule of apartment of in favour of my client Smt. Bhavani and executed an agreement of sale on the even date, with the conditions therein. in respect of above A & B schedule property.

2. In pursuance of the above agreement of sale dated 26.04.2013. No 1, 2 & 4 of you executed registered sale deed in favour of my client, on 10th April 2015. At SRO Kapra. RR. Dist., in respect of luxury apartment bearing flat no 102 on the first floor in block no B admeasuring 1220 sft, of super built up area together with proportionate and undivided share of land to the extent of 74.12 sq. yds and a reserved parking space for single car in the basement, admeasuring about 100 sft. In the proposed group of housing scheme known as VISTA HOMES Kushaiguda. Incorporating most of the norms and conditions in the agreement of sale.

3. My client informs that you handed over the flat no 102 on dt. 10.04.2015 without providing the agreed amenities as per the agreement of sale(Schedule-c) and sale deed. My client requested you number of times to provide and attend to the agreed amenities, all of you turned deaf ear to the request of my client..

4. My client through this notice inform Nos. 1,2&4 of you the following grievances and work to be attended .

a. Laminated wooden flooring was not provided.

b. As per condition no 23 of agreement of sale you promised and agreed to provide municipal water connection. So far, it appears the steps taken by you in this regard are very megre.My client says That you in the letter dt 27-10-2016,your office informed that you have no intention to comply clause 23 of the sale Agriment.

In this context my client bring it to your kind notice that the driking water in the name of RO water that is being supplied by you is highly contaminated, when got tested, it is revealed that they are polluted water and unfit for use. They are creating serious health hazards to the family members of my client and other flat owners.as well.

c. The main door and door frame fixed to the main entrance is sub standard - quality and it was broken within few months after the occupation of the flat. Any number of requests to replace the door with the standard one became futile .

My client informs you the facilities provided by you, are substandard and not in tune with your brochure. So far, you did not take any corrective measure to rectify the defects. If you do not take necessary effective steps, within one month from the date of receipt of this notice, my client has no other alternative except to approach the District consumer forum for necessary reliefs.

5. Apart form the above the flat owners of VISTA Homes are, subjected to various problems hardships in your hands and so all the flat owners held meeting on 03-04-2016. They all resolved their grievances and reduced them in to writing and sent the copy of the same to the email address no 2 of you. so far

there is no proper right of audience or response to the same. The copy of the same is annexed to this notice.

6. It is further brought to your notice that no 2 of you addressed a letter to the residents of vista Homes dt. 01.02.2016. and the contents there in are un - reasonable and highly objectionable.
The contents of the last para:
" If any other alternate Association or body is formed to run the day to day affairs of Vista Homes, legal action, both civil and criminal, shall be initiated against such a body and its members".

7. Your attitude in sending above warning to the residents of vista Homes gives a wrong signal and message. The residents apprehend any amount of insecurity for their person and properties. If any untoward thing happens, you will be held responsible and liable for the same. My client and the other flat owners reserve their right to approach the appropriate forum to work out their civil and criminal remedies in a suitable forums at a proper time.
8. My client further informs you that you have brought into existence, the so called Memorandum of Owners Association of vista homes and the drafting is much against the settled procedures and Law and highly defective.ppp. Hence, it is legally not binding on the flat owners. My client and other flat owners will initiate legal proceedings and take steps to get the Memorandum of Association cancelled through process of law.

9. For the reasons mentioned above, my client request no 1,2 & 4 of you to provide all the amenities promised and agreed in the Agreement of sale and rectify all the defects and deficiency of services as mentioned above.within one month from the date of receipt of this notice, failing which, my client has no other go except to approach the District consumer forum, for necessary reliefs and also claim suitable compensation for mental agony caused due to deficiency of service and violation of conditions of agreement of sale dt 26-4-2013 and sale

deed dt 10-04-2015.Further all of you will be held responsible for the costs and consequences thereof. . charges of this legal notice is Rs. 5000/-.

P. Thurpathi Reddy
Adovocate

C. BALAGOPAL
AMEERUNISA BEGUM
C.V. CHANDRA MOULI
P. VIKRAM KUMAR
ADVOCATES

Flat No. 103,
Suresh Harivillu Apartments,
Road No. 11, West Marredpally,
Secunderabad - 500 026.
Ph : 040-27713451
Cell : 9441782451
9849483379

BY REGD. POST (ACK-DUE)

Date: 17.11.2016

To
P. Thirupathi Reddy,
Advocate,
D.No.1-8-22/2/6,
Plot No.39, North Kamalanagar,
ECIL Post,
Hyderabad-500 062.

This has reference to the notice dtd.5.11.2016 sent by you on behalf of your client Smt. B. Bhavani, addressed to Sri Bhavesh V Mehta and others. The same has been placed in our hands with instructions to reply as under.

With regard to para No.1 & 2 of the notice the same are true and does not call for any reply.

With regard to para No.3 of the notice, it is absolutely false to say that the Flat No.102 was handed over on 10.4.2015 without providing the agreed amenities as per the agreement of sale and sale deed. It is not true to say that your client had requested many times to provide and attend to the agreed amenities. The amenities that our clients have provided was as per the agreed terms between your client and our client.

With regard to para No.4 our client instructs as follows:

a. Laminated wooden flooring – the same was not provided as per instructions of your client.

b. The cause No. 23 of the Agreement of Sale does not speak about Municipal Water connection and your client has wrongly instructed you in this matter. So also the letter dated. 27.10.2016 does not speak anything about the intention of our client regarding the supply of municipal water. With regard to the quality of the water being supplied through RO plant there has been no complaints being received from any of the occupants regarding the health hazards as alleged by your client. Our client has collected an amount of Rs.35,000/- towards Electricity connection and provision of RO Plant. Our client never promised anywhere either in the brochure and

subsequent document like agreement of sale regarding the provision of municipal water supply.

c. The main door and door frame have been rectified as soon as your client brought the same to our clients notice and there has been no further complaints in this regard. It is mentioned in the notice that the facilities provided by our client are sub-standard. The statement is rather vague and does not specify the facility which has got problems.

With regard to para No.5, it is absolutely false that our client is subjecting the flat owners of Vista Homes or that they have been facing hardships. It is again not clear what these hardships are about. The resolution dated. 3.4.2016 has been suitably answered.

With regard to para No.6, our client states that certain unsocial elements were trying to form alternate association to misappropriate maintenance and other charges from innocent and gullible residents. Therefore the notice dtd.1.2.2016 was given by our client as precautionary measures.

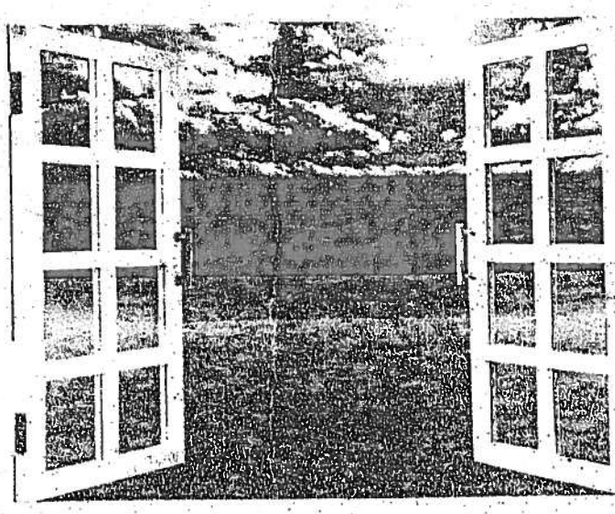
With regard to para No. 7 it is reiterated that the above notice was sent as a precaution to the flat owners but not to send any wrong signals and there is absolutely no need for the flat owners to approach any forum to ventilate their greaviences.

With regard to para No.8, there is no illegality in the Memorandum of Owners Association prepared by our client. It is the regular procedure followed by our client in forming an association in every project developed by them and then handover the same to the occupants once the project is completed and owners take possession. Our client is not interested in being associated with any of the owners association once the project is completed and all the units are handed over to the respective owners. The bye-laws of the Owners association are binding on all customers.

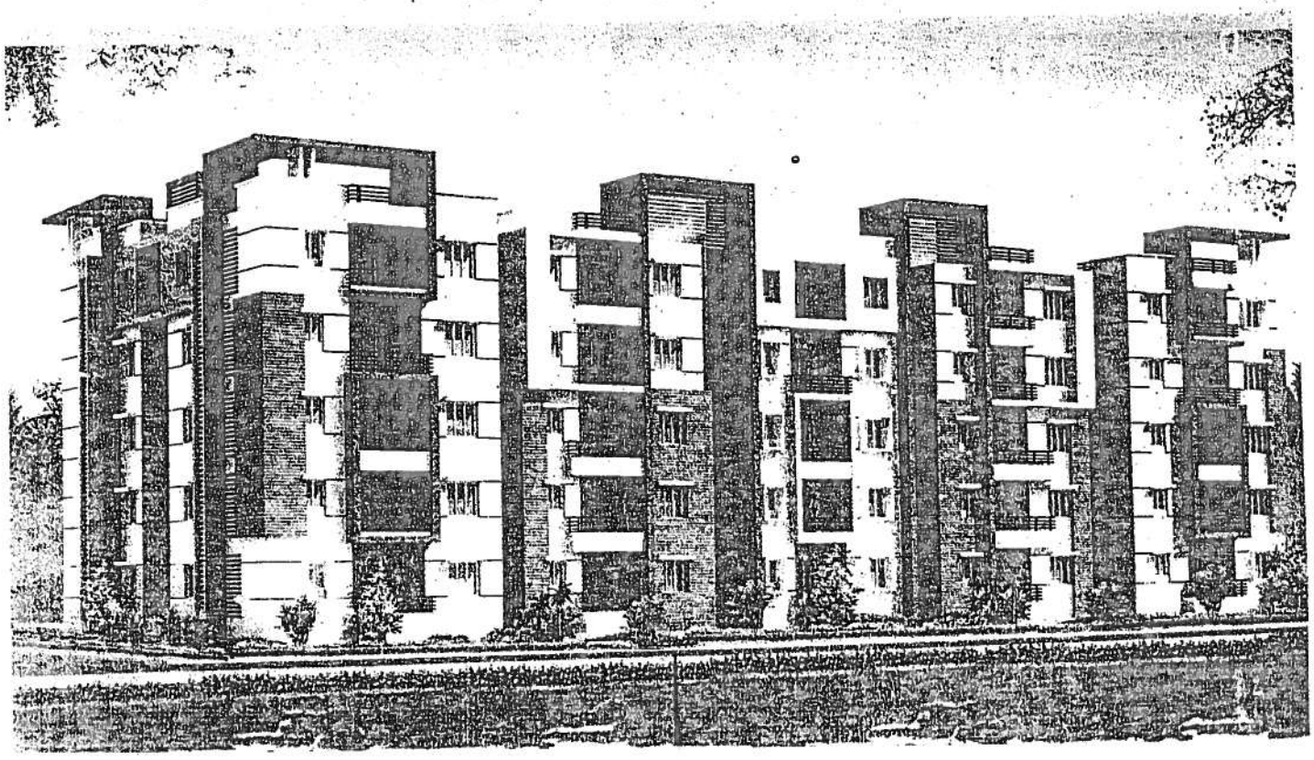
With regard to para No.9, all the amenities as agreed by our client with the owners through the agreement of sale have been completed.

(7)

Vista
HOMES
Kushaiguda, Hyderabad.



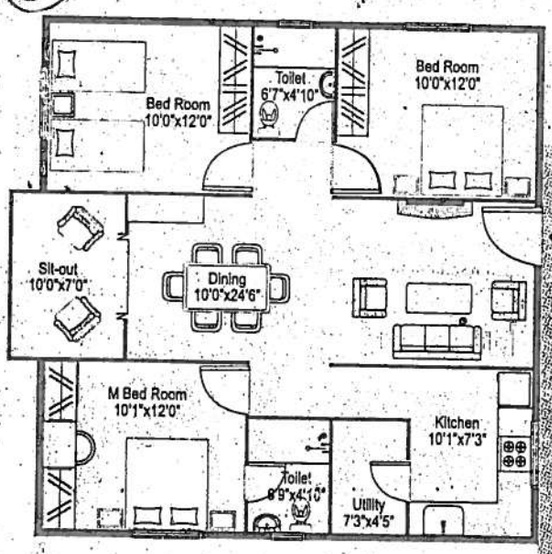
Come home to [illegible]
Experience an elegant [illegible]



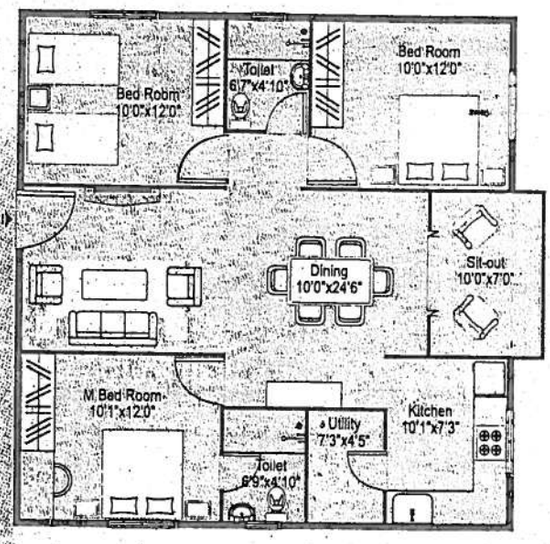
SURROUNDING DEVELOPMENT

- *Well developed residential locality*
- High street shopping
- Industrial Estates: Kushaiguda, Cherlapally Mallapur, Nacharam, Uppal & Malkajgiri.
- NFC, ECIL, Petro Giants like HPCL, IOC, GAIL, BP
- School & Colleges : Requel Ford, Bhavan's, MRR, CAL, DAV, Indus, Sai Sindhu, Sai Sudhir
- Hospitals: Thatha, Tulasi, Apollo, Sudha, Poulomi, Vijaya, Raghavendra
- Multiplex Theatre : Talluri Radhika

Layout of Flats



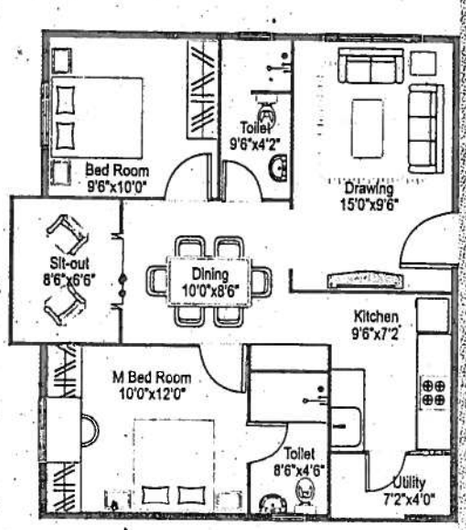
Type - B 1220 Sft



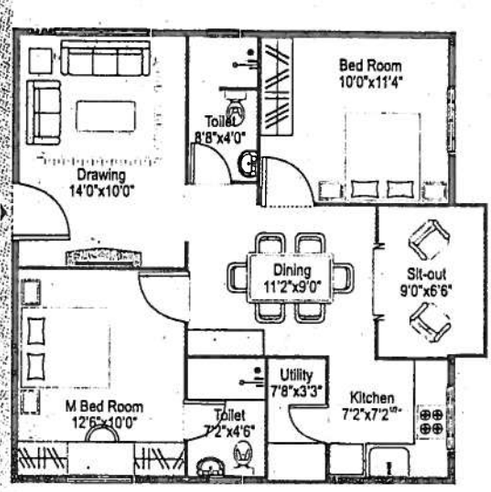
Type - A 1220 Sft

N

6'6" Wide Corridor

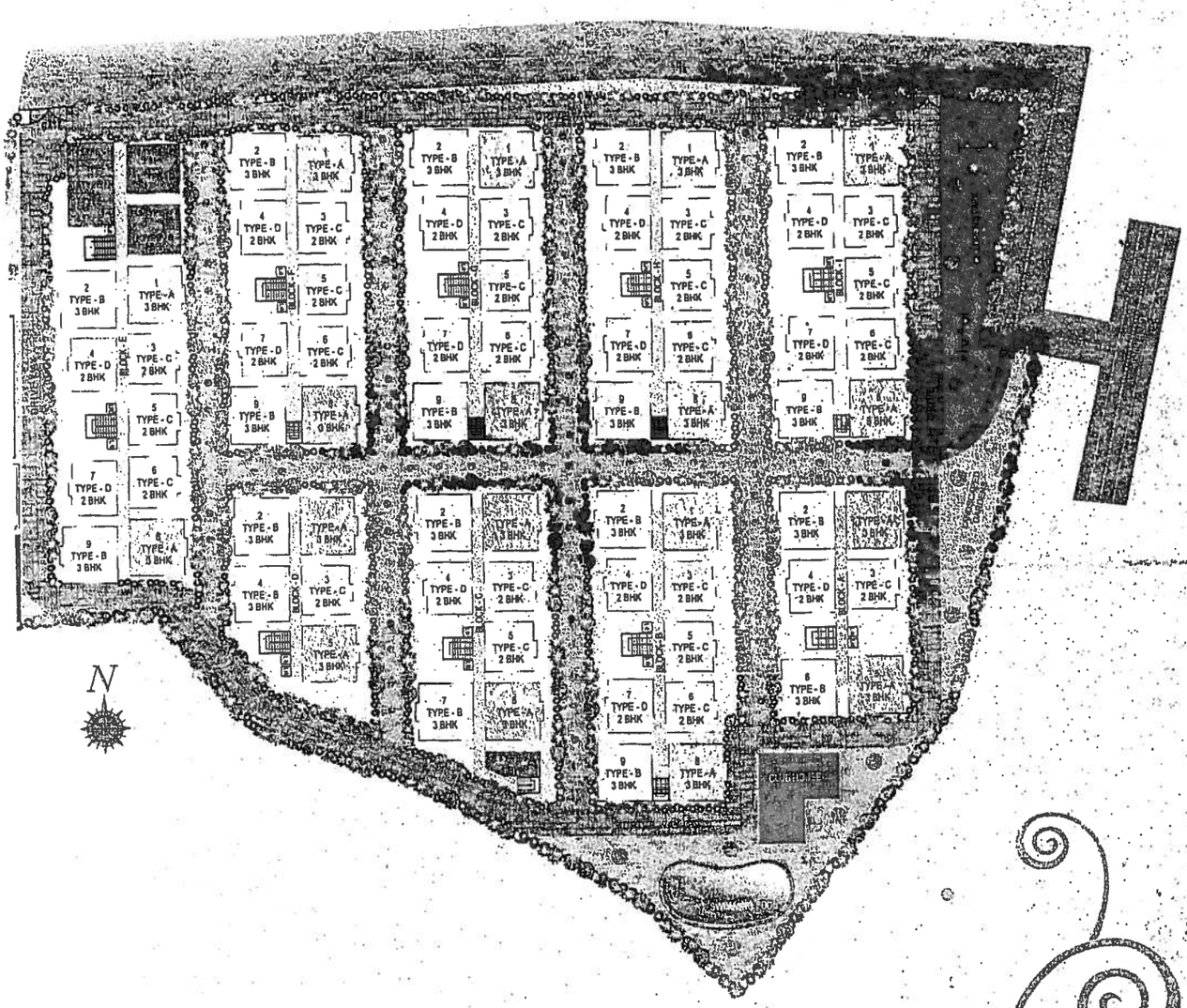


Type - D 950 Sft



Type - C 950 Sft

Layout Plan



AMENITIES

- 10,000 sft club house with
  - Banquet hall
  - Cafeteria
  - General store
  - Crèche
  - Library
  - Recreation room
  - Gym
  - Yoga room
  - Society office
  - Swimming pool
- Open air badminton courts
- Basket ball court
- Cricket nets
- Children's park
- Landscaped garden
- Two lifts per block
- 1 KVA backup power for each flat
- Backup generator for lifts and common lighting
- Cement concrete roads and street lighting
- 24 hrs Security with CC cameras
- Video phone in each flat
- Self-serve laundry
- Self-serve car wash

our other projects

COMPLETED PROJECTS

SILVER OAK BUNGALOWS Phase I & II
Cherlapally, Hyderabad
150 duplex bungalows on 13 acres of land

GULMOHAR GARDENS Phase I & II
Mallapur, Hyderabad
505 flats on 5 acres of land

SILVER OAK APARTMENTS
Cherlapally, Hyderabad
120 flats on 1 acre of land

MAYFLOWER PARK
Nacharam, Hyderabad
550 flats on 4.8 acres of land

PARAMOUNT RESIDENCY
Nagaram, Hyderabad
260 flats on 3 acres of land

MAYFLOWER HEIGHTS
Mallapur, Hyderabad
280 flats on 4 acres of land

CURRENT PROJECTS

SILVER OAK BUNGALOWS Phase III
Cherlapally, Hyderabad
103 duplex bungalows on 10 acres

NILGIRI HOMES
Rampally, Near Pocharam, Hyderabad
95 villas & town houses on 6.5 acres

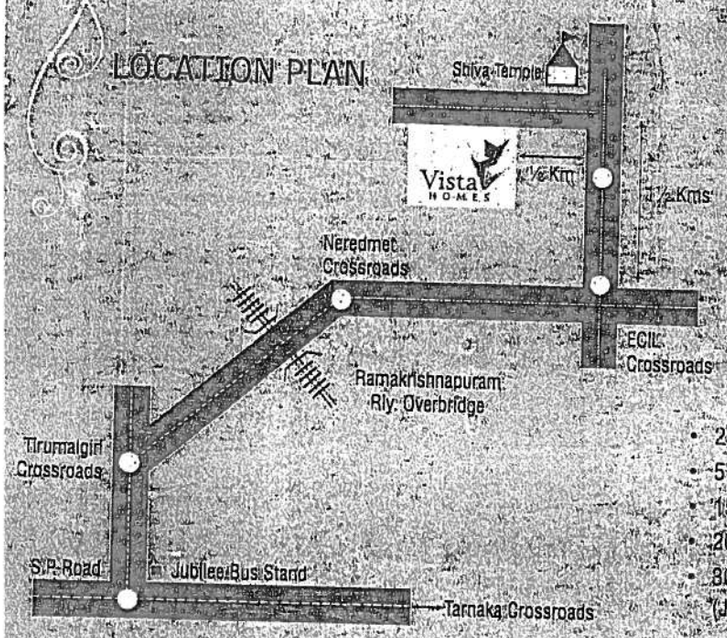
VILLAS AT SILVER CREEK
Nagaram, (Cherlapally), Hyderabad
44 villas on 3 acres

GREENWOOD RESIDENCY
Kowkur, Bolarum, Secunderabad
345 flats on 6 acres

BLOOMDALE
Shamirpet, Hyderabad.
72 villas on 5 acres

PARAMOUNT AVENUE
Nagaram, Hyderabad
224 flats on 2 acres of land

LOCATION PLAN



PROMOTERS TRACK RECORD

- 40+ years track record
- 25+ lakh sft of construction completed
- 15+ lakh sft under construction
- 25+ projects successfully completed
- 300+ villas completed
- 2,000+ flats completed

- 2 minutes drive from main road - ½ km.
- 5 minutes drive from ECIL X roads - 2 kms.
- 15 minutes drive from Neredmet X roads - 6 kms.
- 20 minutes drive from Tirumalgiri X roads - 9 kms.
- 30 minutes drive from Secunderabad (Jubilee Bus Station) - 12 kms

MODI
PROPERTIES & INVESTMENTS PVT. LTD.

Head Office: 5-4-187/3&4, II floor,
M.G. Road, Secunderabad - 500 003.
Phone: +91-40-66335551. Fax: +91-40-27544058
email: info@modiproperties.com
Visit us at: www.modiproperties.com

Site office: Sy. Nos. 193 to 195, Kushaiguda, Hyderabad - 500 062
Phone: +91-40-6464 4006.
email: vista@modiproperties.com

Architects & Structural Engineers :

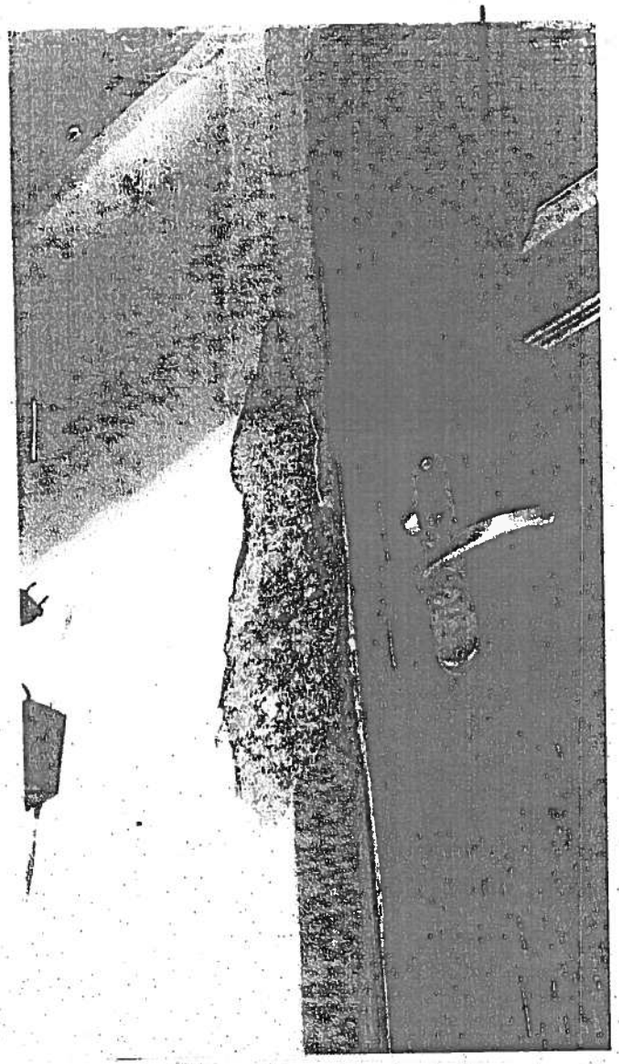
KULKARNI CONSULTANTS
Ph: 040-23223891

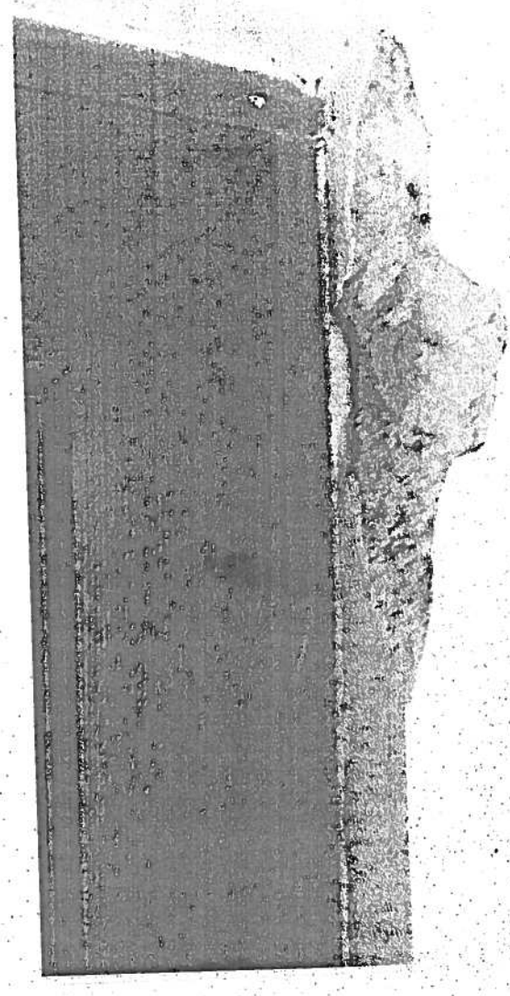
Promoted by:

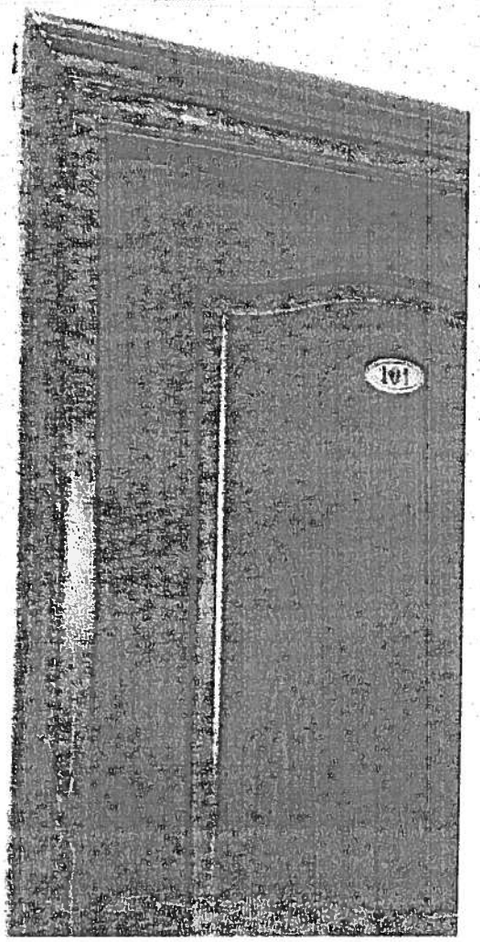
Mehta Group, Secunderabad.
Vasanth Trading Co. Hill Street, Secunderabad.
Dilpreet Tubes Pvt. Ltd. Nacharam, Hyderabad.
Modi Properties & Investments Pvt. Ltd.
M.G. Road, Secunderabad

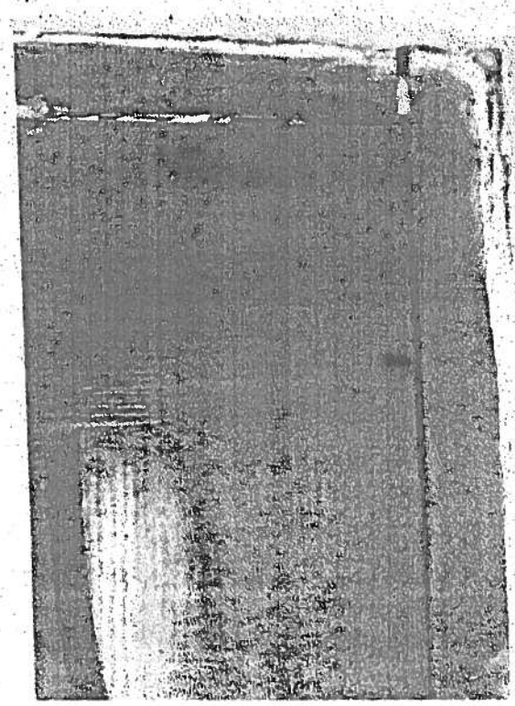
Owned & Developed by :
VISTA HOMES

8









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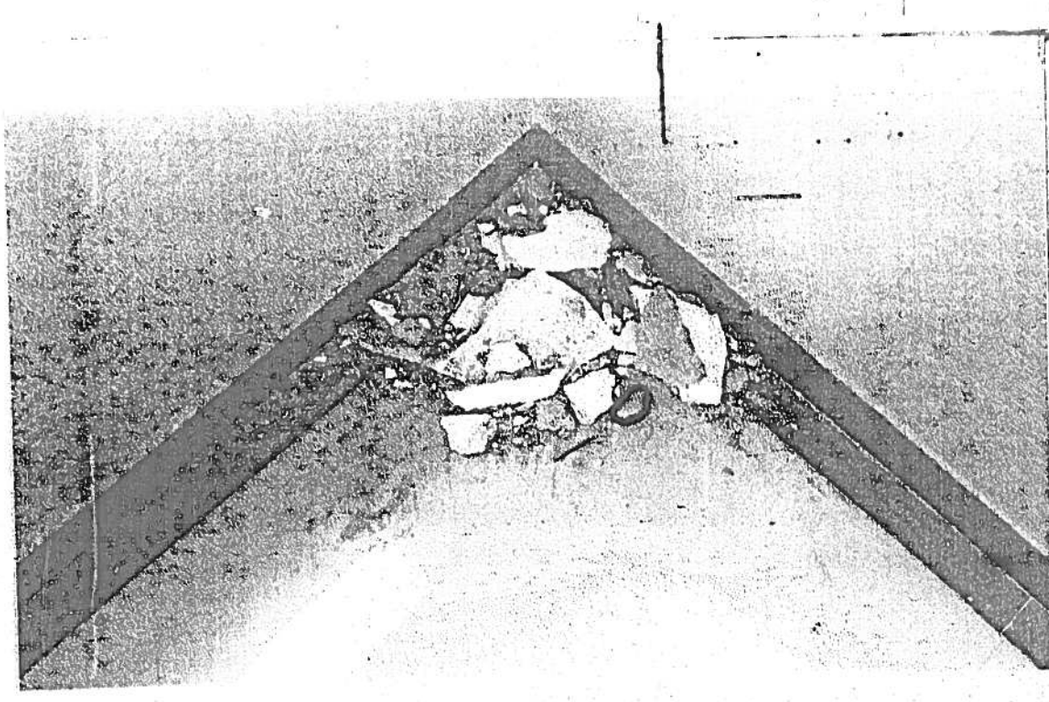

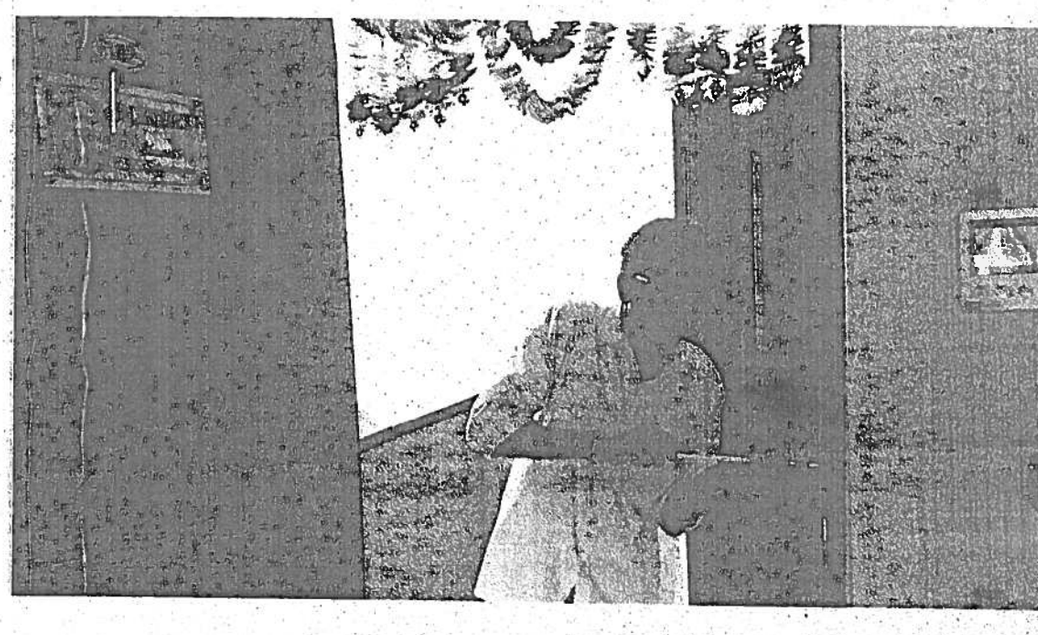

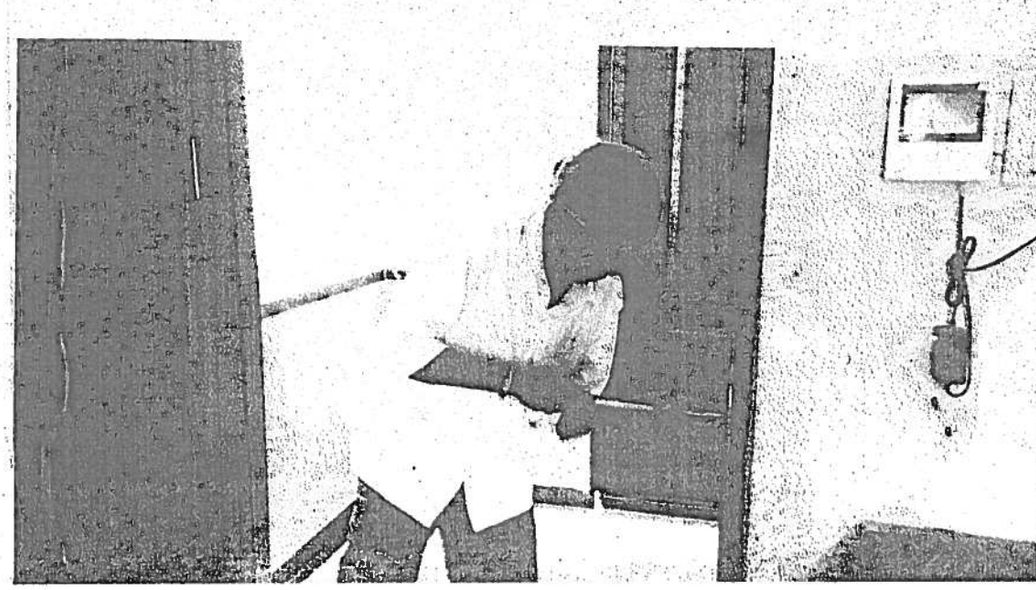

Government

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Limited Liability

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Income from Other

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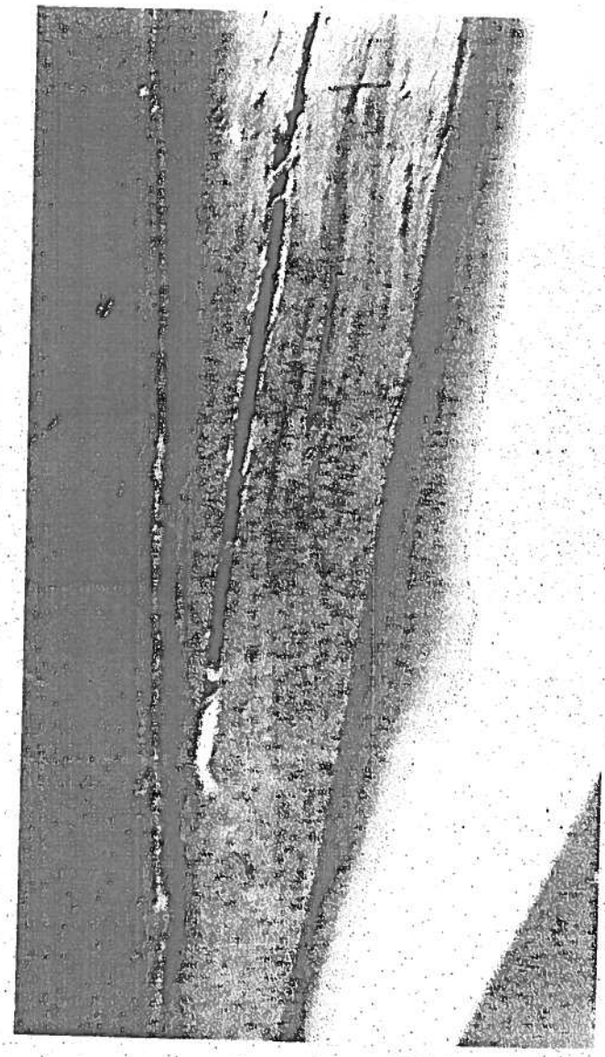

19/06/17