

C8.13847

B-317

13/9/06

Acc No. 14194

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



सत्यमेव जयते

ONE  
HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

SCANNED

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

C 133984

K. SRINIVAS

C.V.L. No. 26/98, R.No. 39/2004

City Civil Court,  
SECUNDERABADSALE DEED

This Sale Deed is made and executed on this the 18<sup>th</sup> day of September, 2006 at Secunderabad by:

M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, Occupation: Business, hereinafter referred to as the **Vendor** (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

M/S. SRI SAI BUILDERS, a registered partnership firm having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad - 500 062, represented by Mr. Soham Modi, S/o. Sri Satish Modi, aged about 36 years, Managing Partner of M/s. Modi Ventures who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 10302/05 registered at S.R.O. Uppal, hereinafter called the "**Firm**" (which expression where the context so permits shall mean and include its successors in interest, nominee, assignee).

IN FAVOUR OF

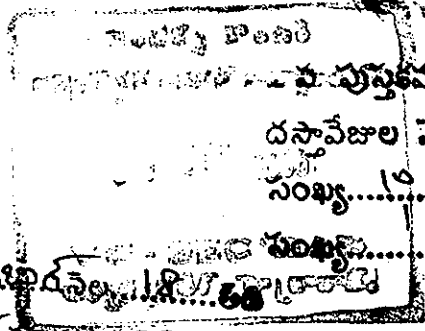
MR. RAJIB BHATTACHARYA, SON OF MR. S. K. BHATTACHARYA, aged 31 years, residing at 3-5-95/2/A, Shiva Nagar Colony, Hyderguda, Hyderabad - 500 048, hereinafter referred to as the **Buyer** (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MODI VENTURES

Partner

For Sri Sai Builders

G.P.A. Holder

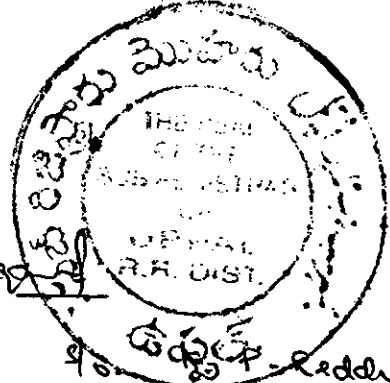


సంబంధించిన పత్రములు. 2006-వ సం॥  
1928-వ.శ.శా... మోసము... తేది

సబ్-రిజిస్ట్రారు

2006-వ సం॥...  
1928-వ.శ.శా... మోసము... తేది  
పగలు... మరియు... గంటల మధ్య  
ఉప్పల్ సబ్-రిజిస్ట్రారు అఫీసులో

శ్రీ... K. Ramesh Kumar Reddy  
రిజిస్ట్రేషన్ చట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను  
అనుసరించి సమర్పించవలసిన పాలోగ్రాఫులు  
మరియు వేలిముద్రలతో సహా దాఖలు చేసి  
రుసుము దుం... 5460/... చెల్లించినారు.  
Receipt No 10366 ..... D.L. 8/2/06... Vide  
SBH, Habbriguda Branch, Sec'bad



డాక్యుమెంట్లు ఉప్పునప్పుడు  
విడచి పోతున్నాయి

శ్రీ... Reddy occ: Service  
c/o S-4-187/3 & 4, 2nd Floor, Soham Mansions  
M. G. Road, Sec'bad, through attested GFA  
for Presentation of documents, vide Doc. No  
120/28/2/06 at 11a, Uppal.



నికూపించినది,

1

Engine Res S/o Lanka Res  
occ: Services & Co. 101, Sri Sai Apts,  
Neyveli, Hyderabad.

2

S. Pradeep Kumar S/o. S. Dharmay  
occ: Service S/o. 1-10-283. Indira B Laxmi  
Colony near Bommarpally, Sec-bad.

200.వ.సం॥...సెక్షన్ 32 ఎ-ను... తేది  
1928-వ.శ.శా... మోసము... తేది.

సబ్-రిజిస్ట్రారు

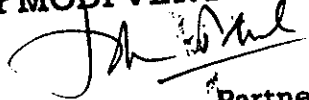
**WHEREAS:**

- A. The **Firm** constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya. (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand are the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-0 Gts. by virtue of registered sale deed dated 10<sup>th</sup> July, 2003 bearing document no. 8184/03 and sale deed dated 5<sup>th</sup> February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District. The said land hereinafter is referred to as **The Scheduled Land**, which is more fully described at the foot of this sale deed.
- B. The **Firm** has purchased the Scheduled Land for a consideration from its previous owners viz., Sri Koukutla Mogulaiah Alias Mogula Reddy, Sri Koukutla Jangaiah Alias Janga Reddy, Sri Koukutla Narsimhulu Alias Narsimha Reddy and others (hereinafter referred to as the Original Owners).
- C. The Original Owners got their rights as per ORC issued vide proceeding by the RDO East Division, File No. H/6733/79 dated 10.02.1982 and confirmed in the proceedings bearing file no. J/7156/96 dated 06.09.1997. Patta Passbook and title deeds were issued in favour of the Original Owners for a portion of the lands in Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, as per details given below:

Survey No.	Area Ac-Gts.	Issued in favour of	Title Book No.	Passbook No.
93	0-28	K. Mogulaiah	179141	73706
94	0-29			
95	2-14			
93	0-27	K. Jangaiah	179115	73738
94	0-30			
95	2-14			
93	0-27	K. Narsimhulu	176051	73741
94	0-30			
95	2-13			

- D. The **Firm** invited the **Vendor** to develop the Scheduled Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them have agreed to do so jointly.
- E. The Firm and the Vendor hereto have applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the Vendor. The permissions have been received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks aggregating to about 2,83,825 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.

**For MODI VENTURES**

  
Partner

**For Sri Sai Builders**

  
G.P.A Holder

1 వ పుస్తకము (సేదీ) / సరికా  
 రస్తా వేజుల మొత్తం గా గెతము,  
 పంఖ్య... 10...  
 పంఖ్య...

*[Signature]*  
 సబ్-రెజిస్ట్రార్

Instrument Under Section 42 of Act II of 187  
 No. 1234 of 2016 Date 18/9/16

I hereby certify that the proper deficit  
 stamp duty of Rs. 76360/- Rupees... *seventy six*  
*thousand three hundred and sixty only*  
 has been levied in respect of this instrument  
 from Sri. *K. Prabhakar Reddy*  
 on the basis of the agreed Market Value  
 consideration of Rs. 109200/- being  
 higher than the consideration agreed Market  
 Value.

S.R.O. Uppal

Dated 18/9/16

*[Signature]*  
 Sub Registrar  
 and Collector U/S. 41 & 4  
 INDIAN STAMP ACT

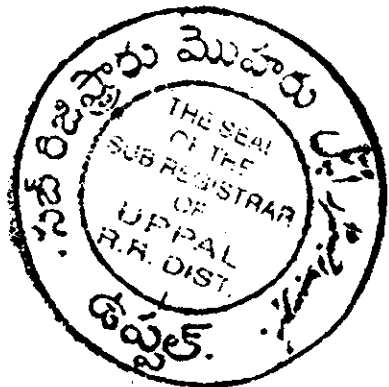
Registration Endorsement

An amount of Rs. 75970/- towards Stamp Duty  
 including Transfer duty and Rs. 560/-  
 towards Registration Fee was paid by the party  
 through Challan Receipt number 103166  
 Dated 18/9/16 at SBI Habsiguda Branch, Sec'bad.

S.B.H. Habsiguda  
 A/c No. 0100001700  
 of S.R.O. Uppal

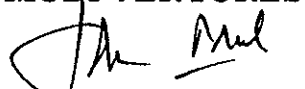
NOTE: Construction Agreement filed  
 along with this sale deed for  
 Rs. 273000/- and Stamp duty  
 Paid Rs. 27300/- on 18/9/16

*[Signature]*  
 SUB-REGISTRAR

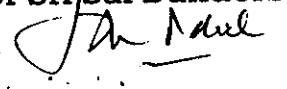


- F. The Firm and the Vendor for the purposes of joint development of the scheduled land have reached into an understanding whereby the Vendor agreed to purchase certain area of land out of the total land area of Ac. 4-00 Gts., and the balance land to be retained by the Firm. To give effect, to this broad understanding, the firm and the Vendor have executed following documents:
- (a) Joint Development Agrément dated 20.10.2005
  - (b) Agreement of Sale-cum General Power of Attorney dated 20.10.2005
- Both the above documents are registered with the office of the Sub-Registrar Office as documents No.10300/05 and 10302/05 respectively.
- G. By virtue of above two referred documents, the Firm and the Vendor hereto have identified and determined their respective ownership of 350 flats, along with proportionate parking space proposed to be constructed in a group housing scheme named and styled as 'GULMOHAR GARDENS' together with their respective proportionate undivided share in the Scheduled Land.
- H. The respective share / ownership of each flat in Gulmohar Gardens together with proportional share in parking space etc., belonging to the Firm and the Vendor is detailed in the Schedules/ Annexures / Appendix attached to the Joint Development Agreement referred above.
- I. By virtue of the above referred Joint Development Agreement and Agreement of Sale cum General Power of Attorney the Vendor is absolutely entitled to develop and sell its share of flats to any intending buyer.
- J. The Buyer is desirous of purchasing a semi-deluxe apartment bearing flat no. 317 on third floor, in block no. 'B' having a super built-up area of 1300 sft. together with undivided share in the scheduled land to the extent of 79.95 sq. yds. and a reserved parking space for two wheeler and car bearing nos. 53 & 30 admeasuring about 15 and 100 sft. respectively, in the building known as Gulmohar Gardens and has approached the Vendor, such apartment is hereinafter referred to as Scheduled Apartment.
- K. The Vendor and the Firm have represented to the Buyer that the Scheduled Apartment has fallen to the share of Vendor and thus absolutely belongs to it by virtue of above referred two agreements dated 20.10.2005
- L. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and which are attached to and/or are common to the entire project of Gulmohar Gardens. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- M. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 10,92,000/- (Rupees Ten Lakhs Ninety Two Thousand Only) and the Buyer has agreed to purchase the same.

For MODI VENTURES

  
Partner

For Sri Sai Builders

  
G.P.A. Holder

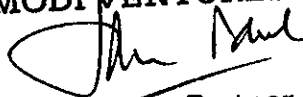


- N. The **Vendor** and the **Buyer** are desirous of reducing into writing the terms of sale.
- O. The **Firm** at the request of the **Vendor** and **Buyer** is joining in execution of this agreement so as to assure perfect legal title in favour of the **Buyer** and to avoid in future any litigations. The **Firm** has no share in the sale consideration agreed herein.

**NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:**

1. In pursuance of the aforesaid agreement the **Vendor** do hereby convey, transfer and sell the semi-finished, semi-deluxe apartment bearing flat no. 317 on third floor in block no. 'B', having a super built-up area of 1300 sft. in building known as Gulmohar Gardens together with
  - a. undivided share in scheduled land to the extent of 79.95 sq. yds.
  - b. a reserved two wheeler parking space bearing no. 53 admeasuring about 15 sft.
  - c. a reserved car parking space bearing no. 30 admeasuring about 100 sft.situated at Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the **Buyer** for a total consideration of **Rs. Rs. 10,92,000/- (Rupees Ten Lakhs Ninety Two Thousand Only)**. The total consideration is towards:
  - a. Sale of undivided share of land is Rs. 4,30,050/-.
  - b. Cost of construction, parking and amenities etc is Rs. 6,61,950/-.The **Vendor** hereby admit and acknowledge the receipt of the said consideration.
2. The **Vendor** hereby covenant that the undivided share in Scheduled Land & the Scheduled Apartment belong 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 Apartment.
3. The **Vendor** further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the **Vendor** hereby gives warranty of title. If any claim is made by any person either claiming through the **Vendor** or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the **Vendor** alone to satisfy such claims. In the event of **Buyer** being put to any loss on account of any claims on the Scheduled Apartment, the **Vendors** shall indemnify the **Buyer** fully for such losses.
4. The **Vendor** have this day delivered vacant peaceful possession of Scheduled Apartment to the **Buyer**.

For **MODI VENTURES**

  
Partner

For **Sri Sai Builders**

  
G.P.A. Holder





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

**For MODI VENTURES**

  
Partner

**For Sri Sai Builders**

  
G.P.A. Holder



- d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the GULMOHAR GARDENS, shall vest jointly with the owners of the various tenements/ apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the **Vendor** shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.
- e. The **Buyer** alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the **Vendor** to the **Buyer**.
- f. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the **Vendor** and the **Buyer** shall not have any right, title or claim thereon. The **Vendor** shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the **Buyer**.
- g. That the blocks of residential apartments shall always be called GULMOHAR GARDENS and the name thereof shall not be changed.
- h. The **Buyer** further covenant(s) with the **Vendor** and through them to the **Buyer(s)** of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the **Vendor** or other body that may be formed for the maintenance of the Apartments.
- i. That the **Buyer** shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the **Buyer** shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
10. Stamp duty and Registration amount of Rs. 84,530/- is paid by way of challan no. 103166, dated 18.09.06, drawn on SBH, Habsiguda Branch, Hyderabad.

**For MODI VENTURES**

  
**Partner**

**For Sri Sai Builders**

  
**G.P.A. Holder**



### SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	40' side road (Shakti Sai Nagar road)
East By	Shakti Sai Nagar Colony
West By	Sy. No. 92

### SCHEDULE OF APARTMENT

All that portion forming semi-delux apartment no. 317 on the third floor in block no. 'B', admeasuring 1300 sft. of super built up area together with proportionate undivided share of land to the extent of 79.95 sq. yds. and reserved parking space for two wheeler and car bearing nos. 53 & 30 admeasuring about 15 and 100 sft. respectively,, in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated at Block No. 14, Shaktisai Nagar, Mallapur, Uppal Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	Flat No. 318
South By	Flat No. 316
East By	Open to sky & 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:

WITNESS:

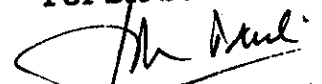
1. 

2. 

For MODI VENTURES

  
VENDOR  
Partner

For Sri Sai Builders

  
G.P.A. Holder

  
VENDEE




**ANNEXTURE-1-A**

1. Description of the Building : Semi-finished, semi-deluxe flat bearing no. 317 on the third floor, in block 'B' of Gulmohar Gardens, forming a part of Survey Nos. 93, 94 & 95, situated at Residential localities, Block No. 14, Shaktisai Nagar, Mallapur, Uppal Mandal, Ranga Reddy District.
- (a) Nature of the roof : R. C. C. (G+5)
- (b) Type of Structure : Framed Structure
2. Age of the Building : New
3. Total Extent of Site : 79.95 sq. yds., U/S Out of Ac. 4-00 Gts.
4. Built up area particulars :
- (a) Cellar, Parking Area :
- (b) In the Ground Floor : 115 sft. - Parking space for two wheeler and car
- (c) In the First Floor :
- (d) In the Second Floor :
- (e) In the Third Floor : 1300 Sft
- (f) In the Fourth Floor :
- (g) In the Fifth Floor :
5. Annual Rental Value :
6. Municipal Taxes per Annum :
7. Executant's Estimate of the MV of the Building : Rs. 10,92,000/-

Date: 18.09.2006

**For MODI VENTURES**

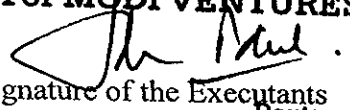
  
Signature of the Executants  
Partner

**C E R T I F I C A T E**

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

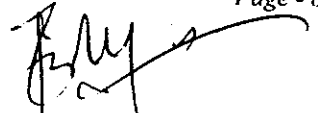
Date: 18.09.2006

**For MODI VENTURES**

  
Signature of the Executants  
Partner

**For Sri Sai Builders**

  
G.P.A. Holder







**REGISTRATION PLAN SHOWING**

SEMI-FINISHED FLAT NO. 317, IN BLOCK NO. 'B'

ON THE THIRD FLOOR IN GULMOHAR GARDENS

**IN SURVEY NOS.** 93, 94 & 95

**SITUATED AT**

MALLAPUR VILLAGE, UPPAL

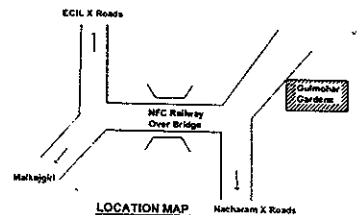
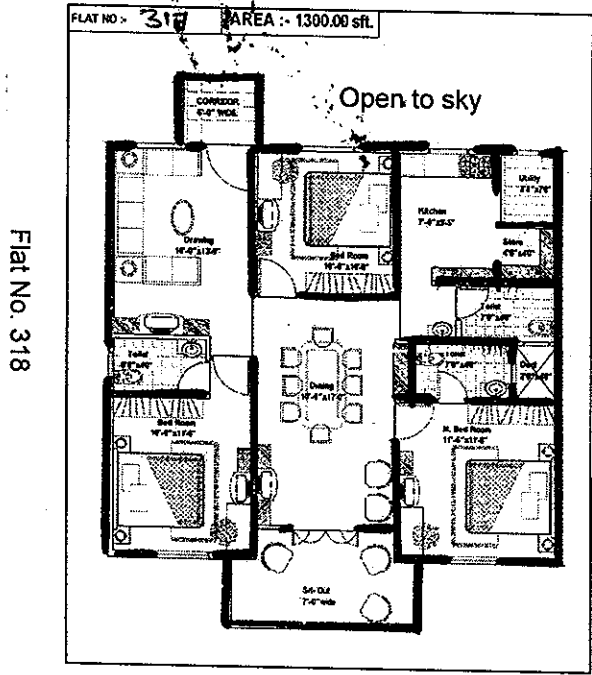
**MANDAL, R.R. DIST.**

**VENDOR & FIRM:** M/S. MODI VENTURES, AND M/S. SRI SAI BUILDERS, BOTH REPRESENTED BY  
MR. SOHAM MODI, SON OF SRI SATISH MODI

**BUYER:** MR. RAJIB BHATTACHARYA, SON OF MR. S. K. BHATTACHARYA

**REFERENCE:** **SCALE:** **INCL:**  **EXCL:**   
**AREA:** 79.95 **SQ. YDS. OR** **SQ. MTRS.**

Total Built-up Area = 1300 sft.  
Out of U/S of Land = Ac. 4-00 Gts.



**WITNESSES.**

- 1.
- 2.

**For MODI VENTURES**

SIG. OF THE BUYER



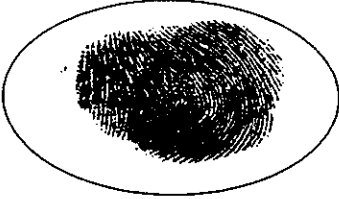

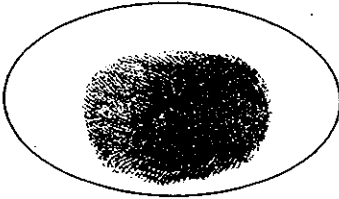

**For Sri Sai Builders**

SIG. OF THE FIRM  
G.P.A. Holder

SIG. OF THE BUYER




**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
			<u>VENDOR CUM FIRM:</u>  M/S. MODI VENTURES & M/S. SRI SAI BUILDERS HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003, BOTH REPRESENTED BY REP. BY SRI SOHAM MODI S/O. MR. SATISH MODI
			<u>GPA FOR PRESENTING DOCUMENTS:</u>  MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003
			<u>BUYER:</u>  MR. RAJIB BHATTACHARYA, S/O MR. S. K. BHATTACHARYA, R/O 3-5-95/2/A, SHIVA NAGAR COLONY, HYDERGUDA, HYDERABAD - 500 048.

SIGNATURE OF WITNESSES:

1. 
2. 

**For MODI VENTURES**

  
Partner

**For Sri Sai Builders**

  
G.P.A. Holder

SIGNATURE OF EXECUTANTS



