1804/C)

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v. 100



Rs. 100 ONE HUNDRED RUPEES

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D 748672

K. SNI IVAS

City Civil Court, SECUNDERABAD.

This Sale Deed is made and executed on this the 31 day of January 2007 at Secunderabad by and between:

SALE DEED

MS. SUMMIT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4. III Floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Partner. Mr. Soham Modi, Son of 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.)

IN FAVOUR OF

MRS. SUBHASHINI S. GADE, WIFE OF MR. SHRI RAM S. MOGALLAPALLI. aged about 29 years, residing at C/o. Satyanarayana Murty Bondada, H. No. 6-10-30/A. Raja Street. Peddapuram, East Godavari District – 533 437, (A.P.).. 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 SUMMIT BUILERS

Partner

Page 1

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eceipt Nolo 5940 Dt. 5.2/27 Vide BH, Habsiguda Branch, Sec'bad

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CRAN FEDDY SI. MALIA REDDY CC. BUSINESS RIO. 2.3-6-110 AMBERPET HYDERARD

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WHEREAS:

A. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about 4.375 sq. yds., situated at Cherlapally Village, Ghatkesar Mandal. Ranga Reddy District, (hereinafter the said land is referred to as "The Scheduled Land") by virtue of under given registered sale deeds executed in favour of the Vendor by the former owners Sri Karipe Narsimha, & Sri Alla Muralikrishna Reddy.

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

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

- B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The Vendor herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under above referred two registered sale deeds.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing / has constructed at its own cost, block of residential apartments named as 'Silver Oak Apartments' consisting of about 120 flats, having stilts plus five floors, along with certain common amenities, recreation facilities, lighting, etc.
- D. The Vendor has obtained the necessary technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/1559/2004-2005 dated 10/01/2005 from Kapra Municipality.
- E. The Buyer is desirous of purchasing a Deluxe apartment bearing flat no. 401 on fourth floor, having a super built-up area of 725 sft together with undivided share in the scheduled land to the extent of 36.25 sq. yds. and a reserved parking space for two wheeler, bearing no. 73 admeasuring about 15 sft. And car parking space bearing no. 41 admeasuring about 100 sft. respectively, in the building known as Silver Oak Apartments and has approached the Vendor.
- F. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.

For SUMMIT BUILERS

Partner

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SRO. Uppal

Sub Resident Vis. 41&4
PNDIAN STAMP ACT

Registration Englorsement

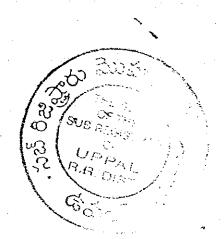
An amount of Rs. 4716.0 / towards Stamp Duty Including Transfer duty and Rs. \$265. The towards Registration Fee was paid by the party through Challan Receipt Number. 105940.

Dated \$20.7at SBH Habsiguda Branch, See bad

5.5.H. Habsique 3 A/c No. 01000050780 4 S.R.O. Uppal.

MOTE: Construction Agreement filed along with this sale deed for Rs_162STS-and/Stanip duty
Paid Rs_16.90 /- Dt_10 \

SUB REGISTRAN



NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the semi-finished Deluxe apartment bearing flat no. 401 on fourth floor, having a super built-up area of 725 sft in building known as Silver Oak Apartments together with:
 - a. undivided share in scheduled land to the extent of 36.25 sq. vds.
 - b. a reserved two wheeler parking space bearing no. 73 admeasuring about 15 sft.
 - c. A reserved car parking space bearing no. 41 admeasuring about 100 sft. situated at Sy. No. 290, Cherlapally Village. Ghatkesar Mandal. R. R. District. which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of Rs. 6,53,000/- (Rupees Six Lakhs Fifty Three Thousand Only). The total consideration is towards:
 - (a) Sale of undivided share of land is Rs. 2,67,550/-.
 - (b) Cost of construction, parking and amenities etc is Rs. 3.85.450/-.
 - The Vendor hereby admit and acknowledge the receipt of the said consideration.
- 2. The Vendor hereby covenant that Scheduled Land & Scheduled Apartment are the absolute property belonging to it by virtue of various registered sale deeds referred to herein in the preamble of this Sale Deed and has absolute right, title or interest in respect of Scheduled Apartment.
- 3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
- 4. The Vendor have this day delivered vacant peaceful possession of Scheduled Apartment to the Buyer.
- 5. Henceforth the Vendor shall not have any right, title or interest in the scheduled apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
- 6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Apartment unto and in favour of the Buyer in the concerned departments.
- 7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.

For SUMMIT BUILERS

Partner

Page 3

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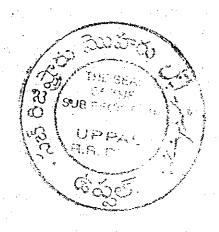
- That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.
- 9. The Buyer do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Silver Oak Apartments as follows:
 - a. The Buyer shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartment/parking space in SILVER OAK APARTMENTS.
 - b. That the Buyer has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Buyer shall not hereafter, raise any objection on this account.
 - c. That the Buyer shall become a member of the Silver Oak Apartments Owners Association that has been / shall be formed by the Owners of the apartments in SILVER OAK APARTMENTS constructed on the Schedule Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
 - d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the SILVER OAK APARTMENTS, shall vest jointly with the owners of the various tenements/apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.
 - e. The Buyer alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the Vendor to the Buyer.

For SUMMIT BUILERS

Partner

Page 4

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- That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
- g. That the blocks of residential apartments shall always be called SILVER OAK APARTMENTS and the name thereof shall not be changed.
- h. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
- i. That the Buyer shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
- 10. Stamp duty and Registration amount of Rs. 50, 820 is paid by way of challan no. dated 05. b. 9drawn on SBH, Habsiguda Branch, Hyderabad.

For SUMMIT BUILERS

Partner

THE SEAL OF THE SUB REGISTRAR OF UPPAL R.R. DIS

SCHEDULE OF LAND

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

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

SCHEDULE OF APARTMENT

All that semi-finished, Deluxe Apartment No. 401 on the fourth floor, admeasuring 725 sft. of super built up area together with proportionate undivided share of land to the extent of 36.25 sq. yds., and a reserved parking space for two wheeler and car, bearing nos. 73 & 41 admeasuring 15 & 100 sft. respectively, in residential apartment named as Silver Oak Apartments, forming part of Survey No. 290, situated at Block No. 2, Old Village, Cherlapally, Kapra Municipality, Ghatkesar Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	Open to sky
	Flat No. 402
East By	Open to sky
West By	6' wide corridor

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. Maty

2.

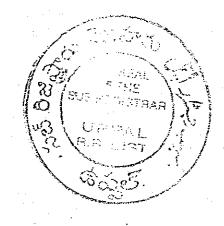
For SUMMIT BUILERS

VENDOR

Partner

VENDEE

F 280 6



<u> ANNEXTURE-1-A</u>

1. Description of the Building

Semi-Finished Deluxe Flat bearing no. 401 on the fourth Floor of Silver Oak Apartments, at Block No. 2, Residential Localities, situated at Sy. No. 290, Old Village. Cherlapally. Ghatkesar Mandal. Ranga Reddy Dist.

(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

: 36.25 sq. yds., U/S Out of 4,375 sq. yds..

4. Built up area particulars

(a) Cellar, Parking Area

(b) In the Ground Floor

: 115 sft. for two wheeler and car parking space

(c) In the First Floor

(d) In the Second Floor

(e) In the Third Floor

(f) In the Fourth Floor

725 sft.

(g) In the Fifth Floor

5. Annual Rental Value

7. Executant's Estimate of the MV

6. Municipal Taxes per Annum

of the Building

: Rs.6,53,000/-

For SUMMIT BUI

Date: 31.01.2007

Date: 31.01.07

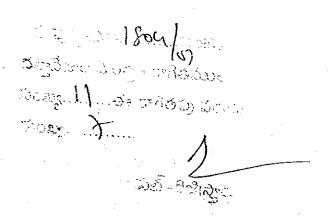
Signature of the Executants

CERTIFICATE

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

Partner

Signature of the Executants

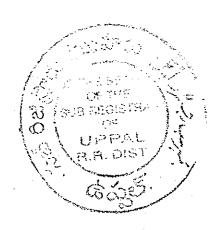




		SEMI-FINISHE	DIFLATING 401		
	ON THE FO	URTH FLOOR OF "SILV	ER OAK APARTA	ients"	111-111-1111
IN SURVEY HOS.	290 (PART)				
	CHERLAPAI	LLY VILLAGÉ,		GHATKESAR	Mandal, R.R. Di
/ENDOR:	M/S. SUMMI	T BUILDERS REPRESE	NTED BY ITS PAF	RTNER	
	MR. SOHAN	MODI SON OF MR. SA	TISH MODI	n i d d	
BUYER:	MRS. SUBHASHINI S. GADE. WIFE OF MR. SHRI RAM S. MOGALLAPALLI				
REFERENCE: AREA:	36.25	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.		EXCL:
U/S. OUT OF TOTA PLINTH AREA	: 725 SFT.	10' wide cut out & 6' w	ide corridor		
		1. Bed Room 1-8*x10*-6"	Living/Dining 9;-0*x15*-10*		

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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH**

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER















VENDOR:

M/S. SUMMIT BUILDERS HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003. REPRESENTED BY ITS PARTNER MR. SOHAM MODE S/O. MR. SATISH MODI

GPA FOR PRESENTING DOCUMENTS:

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.

BUYER:

MRS. SUBHASHINI S. GADE W/O. MR. SHRI RAM S. MOGALLAPALLI R/O. C/O. B. SATYANARAYANA MURTY H. NO. 6-10-30/A, **RAJA STREET PEDDAPURAM** EAST GODAVARI DISTRICT - 533 437.

REPRESENTATIVE:

MR. JAGAN MOHAN REDDY S/O. M. AMRUTHA REDDY R/O. 101, OLIVE RESIDENCY P & T COLONY **DILSUKH NAGAR** HYDERABAD.

SIGNATURE OF WITNESSES:

1. 2.

SIGNATURE OF EXECUTANTS

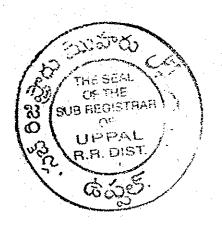
<u>For SUMMIT B</u>UILERS

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. Jagan Mohan Reddy, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District.

SIGNATURE OF THE REPRESENTATIVE

Syphospini SIGNATURE(S) OF BUYER(S: 1804/0

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DCDAPO1 : 193822002 PRABHAKAR HEDDY K PAOME REDDY 7 3-68/18/24 JAISWAL GARDEN AHBERREK HYDERABAD

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esport Office, Hyderada, पासनीरं क्रामंखय, देश्याबार. अन्ती क्षां माने लेगायका क्षांत्रकाती शिक्ष

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For SUMMIT BUILERS Partner

Client Commissioners of Indigning Ign. Andhre Fredrick

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C 605466

Date : 16-201-2007 Serial No : 2,121 Purchased By :

K.P.REDDY,

S/O.K.PABMA REDDY,

R/O.HYDERABAD.

For Whom :

M/S SUMMET BUILDERS.

SECUNDERABAD.

AGREEMENT FOR CONSTRUCTION

Denomination

R.O. RANGA REDDY

(R.O)

strar

This Agreement for Construction is made and executed on this the 31th day of January 2007 at Secunderabad by and between:

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

AND

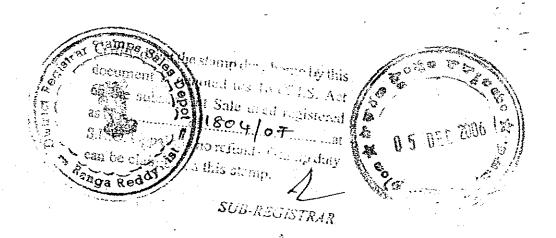
MRS. SUBHASHINI S. GADE, WIFE OF MR. SHRI RAM S. MOGALLAPALLI, aged about 29 years, residing at C/o. Satyanarayana Murty Bondada, 6-10-30/A. Raja Street, Peddapuram. East Godavari District – 533 43", hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, sugcessor in interest, assignee, etc).

For SUMMIT EUILERS

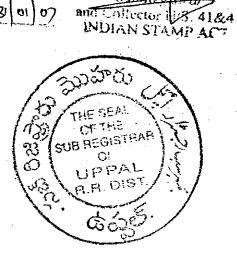
Partner

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S.



signs, ment Under Section 42 of Act fl of 189 No. 1804 of 2007 Date 31-01-2007 I hereby certify that the proper deficit stamp daty of the 15 th Rupues are bousons five Hundred and John has been levied in respect of this instrument from the Solam mod on the train of the egreed Market Value consideration of the 163875 ____being higher than the consideration agreed Markw Value. S.R.O. Uppel



3/01/07

WHEREAS:

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

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

- B. Originally, the Scheduled Land belonged to one Sri Palle Sanjeeva Reddy being the Pattedar, vide Patta No. 20, Passbook No. 10420/177970. The said Sri Palle Sanjeeva Reddy has executed sale deed dated 21st June, 2000 in favour of Sri Kandadi Sudarshan Reddy and the same is registered as document no. 5114/2000 in the office of the Sub-Registrar, Uppal, R.R. District. Subsequently, the said Sri Kandadi Sudarshan Reddy executed sale deed dated 5th November 2003 in favour of Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy and the same is registered as document no. 13370/2003 in the office of the Sub-Registrar, Uppal, R.R. District. The Builder herein has acquired all rights, title, etc., to the scheduled land from Sri Karipe Narsimha and Sri Alla Muralikrishna Reddy under above referred two registered sale deeds.
- C. The Builder has proposed a scheme of developing the Scheduled Land by constructing apartments thereon and for this purpose has obtained technical approval from HUDA vide permission No. 7793/P4/HUDA/2004 dated 06/12/2004 and building permit No. BA/G1/1559/2004-2005 dated 10/01/2005 from Kapra Municipality.
- D. The Builder has named and styled the project of development of the Scheduled Land as SILVER OAK APARTMENTS.
- E. The Buyer has purchased a semi-finished Deluxe apartment bearing no. 401, on the fourth floor, admeasuring 725 sft. of super built up area together with proportionate undivided share of land to the extent of 36.25 sq. yds. and a reserved parking space for car and two wheeler bearing nos. 41 & 73 admeasuring 100 & 15 sft. under a Sale Deed dated 300.200 registered as document no. 1804 of in the Office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.

For SUMMIT BUILERS

Partner

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- F. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
- G. The Buyer as stated above had already purchased the semi-finished apartment bearing no. 401 on fourth floor and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent agreements.
- H. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a Deluxe apartment bearing no. 401 on the fourth floor, admeasuring 725 sft. of super built up area and a reserved parking space for car and two wheeler bearing no. 41 & 73 admeasuring 100 & 15 sft. as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 1,63,875/-(Rupees One Lakh Sixty Three Thousand Eight Hundred and Seventy Five Only) and the Builder admit and acknowledge of the said consideration.
- 2. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 3 months from the due date.
- 3. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 4. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing no. 401 on fourth floor to the Builder for the purposes of completion of construction of the apartment.
- 5. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 6. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.

For SUMMIT BUILERS

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- 7. The Builder shall complete the construction of the Apartment and handover possession of the same by 31st December 2006 provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any governmental / quasi governmental authorities and agencies on account of any other reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
- 8. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 9. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
- 10. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 11. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 12. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Silver Oak Apartments project.
- 13. The Buyer agrees that under no circumstances including that of any disputes or misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Silver Oak Apartments project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.

For SUMMIT BUILERS

Partner

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- It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any sales taxes. VAT, service tax or any other similar levy that may become leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
- 15. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
- 16. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 17. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
 - 18. 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.
 - 19. Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
 - 20. 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.

For SUMMIT BUILERS

Partner

Page 5

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Costified that the stamp declare by this document is denoted which of J.S. Act cubic subsequent Sale declaresistered as 25.2. 1807 (19) at Sile O' Uppel and no refin le islang duty can be claimed on this stamp.

SUB-REGISTRAR

SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe	Deluxe
	3	Apartment	Apartment
Structure	RCC .	RCC	RCC
Walls	4"/6" solid cement	4"/6" solid cement	4"/6" solid cement
	blocks	blocks	blocks
External painting	Exterior emulsion	Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with	Luppam finish with	Luppam finish with
Disease D	OBD	OBD 3	OBD
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Geramic Tiles	Marble tiles
Door frames	Non-teak wood	Non-teak wood	Teak wood
Doors	Moulded main door,	Moulded main door,	All doors – moulded
	others flush doors	others flush doors	
Electrical	Copper wiring with	Copper wiring with	Copper wiring with
	standard switches	modular switches	modular switches
Windows	Powder coated	Powder coated	Powder coated
	aluminum sliding	aluminum sliding	aluminum sliding
	windows with gaills &	windows with grills	windows with grills
Bathroom	Ceramic tiles with 7. dado	Designer ceramicalles with J. dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Marci Jaguar
Kitchen platform	Granite liles 2 ft	Granite tiles, 2 ft	Granite slab 2 16
	ceramic tiles dado.	ceramic tiles dado, SS	ceramic tiles dado. \$\s\$
	SS sink	sink.	smk - St.
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts & Shelves	Free shelves / lofts	Free shelves / lofts	Free shelves / lofts
	upto 50/100 sft for	upto 50/100 sft for	upto 50/100 sft for
	one / two bedroom	one / two bedroom	one / two bedroom
	apartments	apartments	apartments

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

For SUMMIT BUILERS

WITNESS:

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BUILDER

Partner

BUYER.

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	ON THE FOU	RTH FLOOR OF "SILV	ER OAK APARTME	NTS"	·
IN SURVEY NOS.	290 (PART)				
	CHERLAPALI	LY VILLAGE,	G	HATKESAR	Mandal, R.R. Di
BUILDER:	M/S, SUMMIT	BUILDERS REPRESE	NTED BY ITS PART	NER	
- Mr	MR. SOHAM	MODI SON OF MR. SA	TISH MODI		
BUYER:	MRS. SUBHASHINI S. GADE, WIFE OF MR. SHRI RAM S. MOGALLAPALLI				
REFERENCE: AREA:	36.25	SCALE: SQ. YDS. OR	INCL: SQ. MTRS		EXCL:
U/S. OUT OF TOTA PLINTH AREA	L: 4,375 SQ.YD	ıs.	A		
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	9'-1	8"x10'-6"	Living/Dining 9-0-x15-10	0	
	at			per	
	Flat No. 402	Toilet 6'6"x4'0"		Open to sky	
	402			, Š	
•		To liet 4'0"x5'8"	Bed Room 9'-0"x10'-6"		_
	in the second				3111
		Kitchen 9'-8"x5'-9"		Gov. MA	Location Map
:	18			·	2
		Balcony			<u></u>
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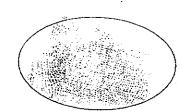
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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PASSPORT SIZE **HOTOGRAPH** K & WHITE

NAME & PERMANENT PÓSTAL ADDRESS OF PRESENTANT / SELLER / BUYER













BUILDER:

M/S. SUMMIT BUILDERS HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003. REP. BY PARTNER SRI SOHAM MODI S/O. MR. SATISH MODI

GPA FOR PRESENTING DOCUMENTS:

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.

BUYER:

MRS. SUBHASHINI S. GADE W/O. MR. SHRI RAM S. MOGALLAPALLI R/O. C/O. B. SATYANARAYANA MURTY H. NO. 6-10-30/A, RAJA STREET **PEDDAPURAM** EAST GODAVARI DISTRICT - 533 437.

REPRESENTATIVE:

MR. JAGAN MOHAN REDDY S/O. M. AMRUTHA REDDY R/O. 101, OLIVE RESIDENCY P & T COLONY DILSUKH NAGAR HYDERABAD.

For SUMMIT

SIGNATURE OF WITNESSES:

1 2.

SIGNATURE OF EXECUTPHICHER

NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. Mr. Jagan Mohan Reddy, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District.

BEPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

Certified that the stamp day better by this document is the steel wis 10 or ... Act on the subsequent Sale dead registered as 160. Upped a parriam of stamp duty can be claimed withis stamp.

SUBANTAR