

आन्ध्र प्रदेश ANDHRA PRADESH

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SRINIVAS

No. 26/98, R.No. 39/2004

City Civil Court,

SECUNDERABAD

SALE DEED

The Sale Deed is made and executed on this the 27<sup>th</sup> day of July 2006 at Secunderabad by and between:

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

MR. KASARABADA KIRAN KUMAR, SON OF MR. K. ANJANEYULU, aged about 31 years, residing at 10-425, E. C. Nagar, HCL Post, Cherlapally, Hyderabad - 500 051, hereinafter referred to as the **Buyer** (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

Per SUILDERS

Aul

Partner

Receipt No. 9.68736. Dt 27/7/06vide SBH, Habsiguda Branch. Sec'bad

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K. Probhakar Ready 5/0. K.P. Reddy occ: survice (0) 5-4-187 (3 &4, 3rd floor, m.g. Road, sec's through ettested GPA for Presentation of Locum Vide Doc. No. 55 | BKIV | 06 at 5RO, uppal.

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Mysen

#### WHEREAS:

A. The **Vendor** is the absolute owner and is possessed of all that land forming a part of Sy. No. 290, admeasuring about \$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 21<sup>st</sup> 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 5<sup>th</sup> 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 semi-finished deluxe apartment bearing flat no. 112 on first floor, having a super built-up area of 775 sft. together with undivided share in the scheduled land to the extent of 38.75 sq. yds. and a reserved parking space for two wheeler and car, bearing nos. 12 and 2 admeasuring about 15 and 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 BUILDERS

Pertner

No. 11024 of 200 6Date 27 706

I hereby certify that the proper deficit

stamp duty of Rs. 4100 Rupees For Fore

has been levied in respect of this instrument
from Sri. K. Probballor Pedaly

on the basis of the agreed Market Value

consideration of Rs. 600000 being
higher than the consideration agreed Market

Value.

S.R.O. Uppal

Sub Registry

and Confector U.S. 4164

ENDIAN STAMP ACT

An amount of Rs. 43300 towards Stamp Duty Including Transfer duty and Rs. 3000 towards Registration Fee was paid by the party through Challan Regeipt Number 56 6736

S.B.H. Habsiguda A/c No. 01000050786 of S.B.O. Uppak

NOTE: Construction Agreement filed along with this sale deed for

Rs 150000 and Stamp duty

Paid Rs 1500 / Dt 27/7 (86

SUB PEDISTRAR

では、 THE SEAL OF THE SUB REGISTRAN OF UPPAL R.R. DIST.

#### NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

1. In pursuance of the aforesaid agreement the **Vendor** do hereby convey, transfer and sell the semi-finished deluxe apartment bearing flat no. 112 on first floor, having a super built-up area of 775 sft. in building known as Silver Oak Apartments together with:

a. undivided share in scheduled land to the extent of 38.75 sq. yds.

- b. a reserved two wheeler parking space bearing no. 12, admeasuring about 15 sft.
- c. a reserved car parking space bearing no. 2, 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.** 6,00,000/- (**Rupees Six Lakhs Only**). The total consideration is towards:

(a) Sale of undivided share of land is Rs. 2,24,500/-.

(b) Cost of construction, parking and amenities etc is Rs. 3,75,500/-.

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 **Vendor**s 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 BUILDERS

Partner

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పబ్-రిజిస్టారు



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

FOR SUMMIT BUILDERS

Partner

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- f. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the **Vendor** and the **Buyer** shall not have any right, title or claim thereon. The **Vendor** shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the **Buyer**.
- g. That the blocks of residential apartments shall always be called SILVER OAK APARTMENTS and the name thereof shall not be changed.
- h. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
- i. That the **Buyer** shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the **Buyer** shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
- 10. Stamp duty and Registration amount of Rs. 46, 400 | is paid by way of challan no. 988736, dated 27.07.2006, drawn on SBH, Habsiguda Branch, Hyderabad.

FOR SUMMIT BUILDERS



### 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. 112 on the first floor, admeasuring 775 sft. of super built up area together with proportionate undivided share of land to the extent of 38.75 sq. yds., and a reserved parking space for two wheeler and car, bearing nos. 12 and 2 admeasuring 15 and 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	Flat No. 113	
South By	Staircase	
East By	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:

**Partner** VENDOR

WITNESS:

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# ANNEXTURE-1-A

1. Description of the Building

: Semi-Finished Flat bearing no. 112 on the First 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

: 38.75 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. - reserved parking space for car and two wheeler

(c) In the First Floor

: 775 sft.

(d) In the Second Floor

(e) In the Third Floor

(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. 6,00,000/-

Date: 27.07.06

FOR SUMMIT BUILDERS

Signature of the Pertugants

## CERTIFICATE

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

Date: 07.07.06

Signature of the Executants

For SUMMIT BUILDERS

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GIST ATION PL	AN SHOWING	SEMI-FINISHED	FLAT NO. 112		
		FLOOR IN SILVER	OAK APARTMEN	TS	OUTUSTED ST
SURVEY NOS.	290 (P)			0	SITUATED AT
20UAEL MOS.	CHERLAPALLY	VILLAGE	GHATKESA	AR .	MANDAL, R.R. DIST
			SENTED BY ITS P	ARTNER	6
ENDOR:					
	The state of the s	ODI, SON OF SRI			
UYER:	MR. KASARAB	ADA KIRÂN KUMA	R, SON OF MR. K.	ANJANEYULU	
REFERENCE:	SCA 3.75 SQ. Y	LE: 'DS. OR	INCL: SQ. MTRS.		EXCL:
Fotal Built-up Are Out of U/S of Lan	a = 4,375 sq. yus	PEN TO SKY	a a		<b>♦</b> и
	M. Bed Rot 9:8'x10'-6' STAIRCASE	Diving/Dining 9:-0"x15:-10"  Ret 4"0"  Bed Room 9:-0"x10'-6"	FLAT NO. 113	TRETA (	SITE Gov. Ment > Thorate Lucos

WITNESSES:

2.

SIG. OF THE VENDOR

SIG. OF THE BUYER



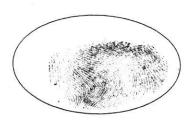
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FINGER PRINT
IN BLACK
(LEFT THUMB)

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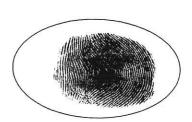
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





#### VENDOR:

M/S. SUMMIT BUILDERS
HAVING ITS OFFICE AT 5-4-187/3 & 4
III FLOOR, SOHAM MANSION
M. G. ROAD,
SECUNDERABAD - 500 003
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:**

MR. KASARABADA KIRAN KUMAR S/O. MR. K. ANJANEYULU R/O. 10-425, E. C. NAGAR HCL POST, CHERLAPALLY HYDERABAD - 500 051.

SIGNATURE OF WITNESSES:

1

2.

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For SUMMIT BUILDERS

SIGNATURE OF EXECUTANTS

SIGNATURE OF BUYER

