7819/06 flat No-220 8015, a)

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ONE HUNDRED RUPEES

भारत INDIA INDIAMONJUDICIAL

आन्ध्र प्रदेश ANDHRA PRADESH

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K. SKINIVAS 8, V.L. No. 26/98, R.No. 39/87 34 City Civil Court, SECUNDERABAD

#### SALE DEED

This Sale Deed is made and executed on this the 24" day of 2006 at Secunderabad by and between:

M/S. SUMMIT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, HEFloor, M. G. Road, Secunderabad 500 003, represented by its Partner, it. Scham Medi, Son of Sri Satish Modi, aged about 35 years, Occupation: Business, Lercinater referred to as the Vendor (which term shall mean and include its successors in office, administrators executors / nominees / assignee etc.)

#### IN FAVOUR OF

M.R. D. MOHAN RAJ, SON OF MR E. RAMASWAMY, ages 56 Jean residing at 37-93/11/2, Read No.2, Madura Nagar, Neredmet X Road, Sainikpuri Post Secunderabad -500 d94, hereinafter referred to as the Buyer (which term shall mean and include his her heirs, legal representatives, administrators, executors, successor in interest, assigned, etc)

POT SUMMIT BUILDERS

దస్తావేజుల మొత్తం కాగితముల సంఖ్య మే....ఈ కాగితపు పరుస ఉప్పల్ సబ్-రీజిడ్హారు అఫీసులో & Soham modi రిజిస్ట్రోషన్ చట్టము, 2003 లోని సెక్షన్ 32 ఎ-ను అనుసరింది సమ్పించనలసిన పెట్**గాఫులు** THE SEAL **ಮ**ರಿಯು OUR PRISTRAF పేలిముడ్రలతో సహ దాఖలు**చేసి** UPPAL Receipt No. 53.5008...Dt.2015 USVide SBH, Habsiguda Branch, Sec'bad డాసి యిన్సినట్లు బాసుకే శ్రమ. Dan parasiden Proposi K. Prabhakar Reddy, S/o. Mr. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4, 3rd Floor, Soham Mansion, M. G. Road, Sec-Bad Attested GPA, through General Power of Attorney for presentation of documents, Vide Doc. No. 55/ IV/06, registered at SRO, Uppal. నిరూ**పించినది.** Slo. RAMANA LAO Plo. 2-3-64/0/24. SKINIMASA RAO OCC. BUSINESS AMBERRET, HYD Dec; Berein 100 upper or. R. Du 20063.7011..... .ನಿಲ್ಲಿಟ್ಟಿತ ತಡಿ

#### 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 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 apartment bearing flat no. 220 on second floor, having a super built-up area of 500 sft. together with undivided share in the scheduled land to the extent of 25 sq. yds. and a reserved parking space for two wheeler, bearing no. 44 admeasuring about 15 sft. 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

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Edigors, enem Unger Section 42 of Act II of 184. No.7819 of 206 Date Quels Lib I hereby certify that the proper deficit stamp duty of Rs 20340 Rupees Two Theres has been levied in respect of this instrument from Sri Soham Moder on the basis of the agreed Market Value consideration of Rs. 222000 ..... being higher than the consideration agreed Market S.R.O. Uppal mad July Lub and Collector U/S. 4184 INDIAN STAMP ACT

Registration Enflorsement

An amount of Rs. 26970 ( towards Stamp Duty Including Transfer duty and Rs. ... [M.66.... towards Registration Fee was paid by the party through Challan Receipt Number ... 53. 50UB Dated QUIS Locat SBH Habsiguda Branch, Sec'bad.

6.B.H. Habsiguda A/c No. 01000050780 el S.R.O. Uppal.

NOTE: Construction Agreement filed along with this sale deed for

Rs\_73 000 / and/stamp duty Paid Rs\_

SUB REGISTRAGE



#### 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 standard apartment bearing flat no. 220 on second floor, having a super built-up area of 500 sft. in building known as Silver Oak Apartments together with:
  - a. undivided share in scheduled land to the extent of 25 sq. yds.
  - b. a reserved two wheeler parking space bearing no. 44 admeasuring about 15 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. 2,92,000/- (Rupees Two Laksh Ninety Two Thousand Only). The total consideration is towards:

(a) Sale of undivided share of land is Rs. 67,500/-.

(b) Cost of construction, parking and amenities etc is Rs. 2,24,500/-.

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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- 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 **Buver**.

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. 22,521—is paid by way of challan no. 535048, dated 34.5%, drawn on SBH, Habsiguda Branch, Hyderabad.

FOR SUMMIT BUILDERS

Partner



#### 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, standard Apartment No. 220 on the second floor, admeasuring 500 sft. of super built up area together with proportionate undivided share of land to the extent of 25 sq. yds., and a reserved parking space for two wheeler, bearing no. 44 admeasuring 15 sft. in residential apartment named as Silver Oak Apartments, forming part of Survey No. 290, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	Open to sky	
South By	Flat No. 219	
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:

WITNESS:

1

, (SRINIVAIA RAD)

VENDEE

VENDOR

W SUMMIT BUILDERS

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#### ANNEXTURE-1-A

1. Description of the Building

: Semi-Finished Flat bearing no. 220 on the second 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

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

4. Built up area particulars

(a) Cellar, Parking Area

: 15 sft. for two wheeler parking

(b) In the Ground Floor

(c) In the First Floor

(d) In the Second Floor

: 500 sft.

(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. 2,92,000/-

Date: 24.05.06

24.05.06

Date:

For SUMMIT BUILDERS

Signature of the Executionts

CERTIFICATE

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

POT SUMMIT BUILDERS

Signature of the Executants.



MEGISTRATION PLAN SHOWING SEMI-FINISHED FLAT NO. 220 ON THE SECOND FLOOR IN SILVER OAK APARTMENTS IN SURVEY NOS. 290 (P) SITUATED AT CHERLAPALLY VILLAGE, **GHATKESAR** MANDAL, R.R. DIST. VENDOR: M/S. SUMMIT BUILDERS, REPRESENTED BY ITS PARTNER SRI SOHAM MODI, SON OF SRI SATISH MODI BUYER: MR. D. MOHAN RAO, SON OF MR. D. RAMASWAMY REFERENCE: SCALE: INCL: AREA: EXCL: 25 SQ. YDS. OR SQ. MTRS. Total Built-up Area = 500 sft. Out of U/S of Land = 4,375 sq. yds. **OPEN TO SKY** FLAT NO :-Balcony AREA :- 500.00 sft. 4'-3"wide Duct Tollet 3'-9"x6'-2" M. Bed Room **FLAT NO. 219** 10'-8"x9'-0" OPEN TO SKY Utility 3'-9"x5'-6" Kitchen Living/Dining 8'-11"x13'-6" 5'-6"x8'-6" **⊕·N** 

6' WIDE CORRIDOR

CORRIDOR 6'-0' V.DE.

FOT SUMMIT BUILDER

Vimta Labs LOCATION MAP

Partner

--> To Cherapaty Railway station

SIG. OF THE VENDOR

SIG. OF THE BUYER

WITNESSES:

To ECIL X'Roads <--

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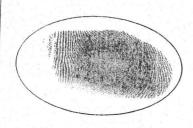
# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT
IN BLACK
(LEFT THUMB)

PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

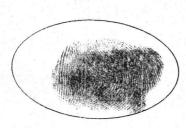
NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





## VENDOR:

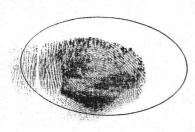
M/S. SUMMIT BUILDERS,
HAVING ITS OFFICE AT 5-4-187/3 & 4
III FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 003
REP. BY PARTNER
MR. SOHAM MODI
S/O. MR. SATISH MODI





### **GPA FOR PRESENTATION 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 – 003





#### BUYER:

MR. D. MOHAN RAO S/O. MR. D. RAMASWAMY R/O. H. NO. 37-93/11/2 ROAD NO. 2 MADURA NAGAR, NEREDMET 'X' ROAD SAINIKPURI POST SECUNDERABAD - 094





SIGNATURE OF WITNESSES:

1. <u>Coy</u>

Por SUMMET BUILDERS

SIGNATURE OF THE EXECUTANT

SIGNATURE OF THE BUYER

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