

: 17-02-2006

1,430 Serial No :

Denomination: 100

For Whom:

Purchased By : DEBASHISH GHOSH

SELF

S/O S.K.GHOSH R/O HYDERABAD

This Sale Deed is made and executed on this the \_\_\_\_ day of February 2006 at Secunderabad by and between:

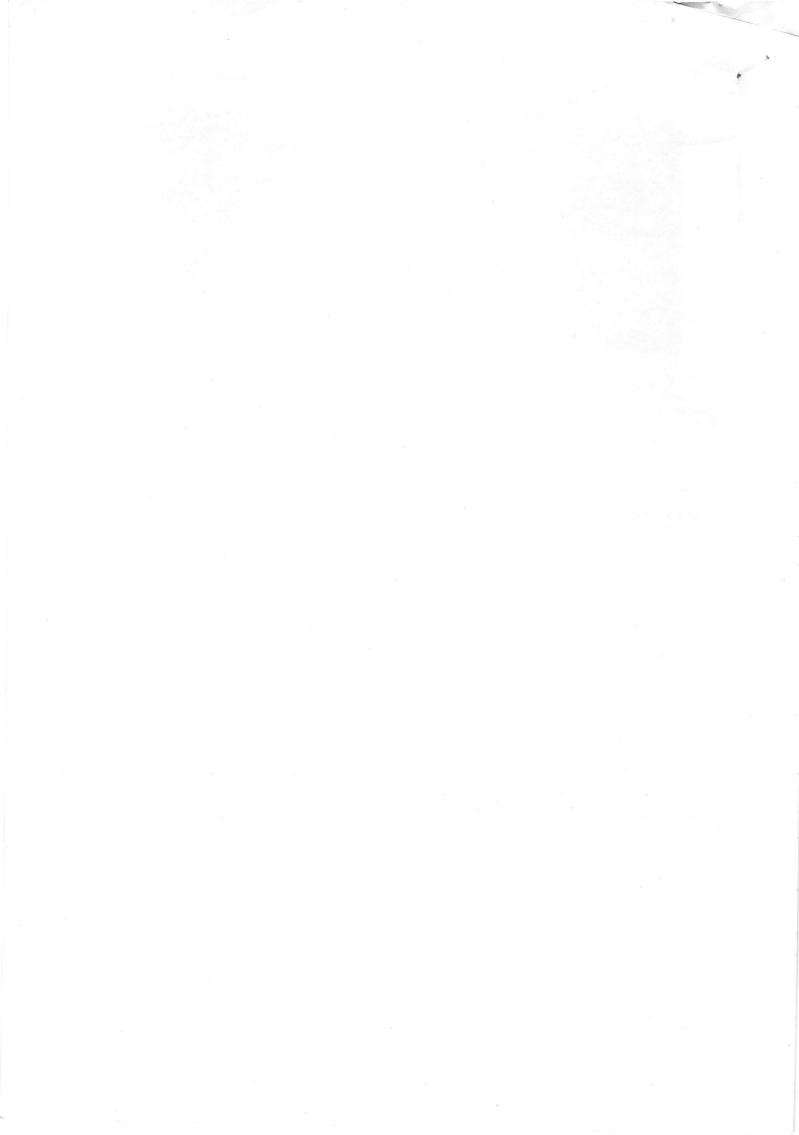
M/S. SUMMIT BUILDERS, a registered partnership firm having its office at 5-4-187/3&4, III Floor, M. G. Road, Secunderabad 500 003, represented by its Partner, Mr. Soham Modi, Son of Sri Satish Modi, aged about 36 years, Occupation: Business, hereinafter referred to as the Vendor (which term shall mean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

# IN FAVOUR OF

MR. DEBASHISH GHOSH, SON OF MR. S. K. GHOSH, aged about 29 years, residing at Flat No. 305, Mayflower Park, Block 'B', Mallapur, Hyderabad - 500 076, 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 BUILDERS

Page 1





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. 303 on third floor, having a super built-up area of 950 sft. together with undivided share in the scheduled land to the extent of 47.50 sq. yds. and a reserved parking space for two wheeler, bearing no. 51 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.

## 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. 303 on third floor, having a super built-up area of 950 sft. together with undivided share in scheduled land to the extent of 47.50 sq. yds. and a reserved parking space for two wheeler, bearing no. 51 admeasuring about 15 sft., respectively 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 consideration of Rs. 4,51,500 (Rupges Four Lakhs Fifty One Thousand Five Hundred only). 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.

For SUMMIT BUILDERS

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Page 2

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.

- 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.
- 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.
- 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.
  - 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.

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- d. The common facilities and services (mis, contact), 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.
- 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. 22095 is paid by way of challan No. 166016, dated 1812/6 drawn on SBH, Habsiguda Branch, Hyderabad.

#### 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	

For SUMMIT BUILDERS

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#### SCHEDULE OF APARTMENT

All that semi-finished, standard Apartment No. 305 on the third floor, admeasuring 950 sft. of super built up area together with proportionate undivided share of land to the extent of 47.50 sq. yards and a reserved parking space for two wheeler, bearing no. 51 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	Flat No. 302
South By	Flat No. 304
East By	Open to sky
West By	10' wide cut out & 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: For SUMMIT BUILDERS

WITNESSES:

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(K. P. Radon

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Dobashish Ghosh

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### ANNEXTURE-1-A

1. Description of the Building

Semi-Finished Flat bearing No. 303, on Third Floor of Silver Oak Apartments, at Blook No. 2, Residential Localities, Situated Old Village, Kapra Mandal, Cherlapally, Ghatkesar Municipality, 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

: 47.50 Sq. Yds., U/S Out of 4375 Sq. Yds.

4. Built up area particulars

(a) Cellar, Parking Area

: 15 Sft., for scooter Parking Space No. 51

(b) In the Ground Floor

(c) In the First Floor (d) In the Second Floor

: 950 Sft.

(e) In the Third Floor

5. Annual Rental Value

6. Municipal Taxes per Annum

7. Executant's Estimate of the MV

of the Building

: 4,51,500/-

For SUMMIT BUILDERS

Signature of the Executant

Date: 18/02/2006

Debarkish Short

## CERTIFICATE

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

Date: 18/02/2006

Debarkish glock

ATION PLAN SHOWING SEMI-FINISHED FLAT NO. 303 ON THE THIRD FLOOR IN SILVER OAK APARTMENTS A SURVEY NOS. SITUATED AT 290 (P) MANDAL, R.R. DIST. CHERLAPALLY VILLAGE, GHATKESAR VENDOR: M/S. SUMMIT BUILDERS, REPRESENTED BY ITS PARTNER SRI SOHAM MODI, SON OF SRI SATISH MODI SRI DEBASHISH GHOSH, SON OF SRI S. K. GHOSH VENDEE: SCALE: SQ. YDS. OR INCL: EXCL: REFERENCE: SQ. MTRS. 47.50 AREA: Total Built-up Area = 950 sft. Out of U/S of Land = 4,375 sq. yds. 10' WIDE CUTOUT & 6' WIDE CORRIDOR FLAT NO :-AREA :- 950.00 sft. CORRIDOR Toilet 40"x66" M. Bed Room 12'-4'x10'-0" FLAT NO. 302 FLAT NO. Living 9'-0"x14'-4" Toilet 70°x4°0° 8ed Room 9'-0"x12'-0" Balcony 5'-0"wide OPEN TO SKY For SUMMIT BUILDERS SIG. OF THE VENDOR WITNESSES: Analy distracted SIG. OF THE VENDEE 2.

Page 1

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On the basis of the agreed Market Value
consideration of its.

SR.O. Uppal

Sub Resistrar
Value.

SR.O. Uppal

Sub Resistrar

Land Collective U/S. 41&4

INDIAN-STAMP ACT

Registration Endorsement

An amount of Rs. 20,000, towards Starfip Duty
Including Transfer duty and Rs. 2000, towards Registration Fee was paid by the part,
through Challeh Registration Fee was paid by the part,
through Challeh Registration Fee was paid by the part,
through Challeh Registration Fee was paid by the part,

**8.B.H.** Habsiguda A/c No. 01500050786 of S.R.O. Uppal.

NOTE:	Construction Agreement filed along with this sale deed for NOTE: D.S.D. Rs. & D.R.F. Rs. 260 Total Rs. 127500 - and Stamp duty Rs. 12550 Tas been collected as
,	Paid Rs 1675 Dt 20 20 06.  RS. 18 AS 18 18 18 18 18 18 18 18 18 18 18 18 18

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