

BEFORE THE HONBLE NATIONAL CONSUMER
DISPUTES REDRESSAL COMMISSION, NEW DELHI

CONSUMER COMPLAINT NO: 176 OF 2022

CC/176/2022

IN THE MATTER OF:

VISTA HOMES OWNERS ASSOCIATION
Copy of Record(s) of CC No. 176 / 2022
No file of NCDRC.

VERSUS

M/S VISTA HOMES & ANR

...OPPOSITE PARTIES

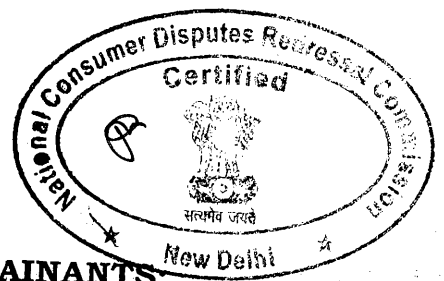
PAPER BOOK

(FOR INDEX KINDLY SEE INSIDE)

PART-I

Vishnu Sankar

ADVOCATE FOR THE COMPLAINANTS.
M.S. Vishnu Sankar & Athira G. Nair



①

Defects remaining

S.No - 3, 5 & 6

counsel for petitioner given
undertaking matter may listed
before bench at my risk


26/9/22



before court
Lift the matter, Agtge on
my risk

Vafu
M/S Vishnu Sharma & Co
26/9/22

→ Resp. Sets (02) filed on 2/11/2022 (D. 32440)

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DD 805177
010010
Total = 7500

CC
14/1
6/2/22

7. cc filed in old set to be
file in new set

9/9/2022

B. Calculation Sheet 3. Proof of payment in support of Panchang
in support of proof of payment value not filed, so to be
not filed, so to be filed. A.C. Filing - another sheet
1. Filing proforma in support of CC, not filed,
to be filed.
2. in K Sign Memo of Party and Complaint
not filed, to be filed

3. List of documents - A.C. Filing - ORIGINAL

IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION,
NEW DELHI

PROFORMA FOR FILING CONSUMER COMPLAINT

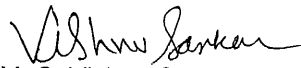
CONSUMER COMPLAINT NO. 176 OF 2022

Name and address of the Complainant with telephone number(s) and email. Address: Tel. Landline No. Mobile No. E-mail:	Vista Homes Owners Association, Sy. No. 193 to 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103. Ph. 8179840794
Case Category	Consumer Complaint
"Total Consideration paid" for the Goods or Services, (Please mention the page number and the paragraph number)	Total consideration paid: Rs. 113,10,00,000 Page No. Para No.
Project Name in which Page No.	Vista Homes, Kushaiguda, Hyderabad
For Refund / Possession / return of principal amount interest.	Rs.10,88,27,000
Date of cause of action..	01-10-2020
Delay if any, computing the period of limitation, from the date of the cause of action.	N/A
In case of any delay, whether any application for condonation of delay in filing the Consumer Complaint is filed.	N/A
Nature of the consumer dispute involved (To indicate the category)	N/A
Details of the connected complaint, if any.	N/A
Details of any pending Consumer Complaint, if any, involving identical question of law.	N/A
If the consumer dispute relates to a housing or land development project, details of the pending Consumer Complaint(s) if any, in respect of the same project.	N/A

Whether the documents filed are attested true copies?	Yes
Whether, English translation of all the documents in vernacular, are filed?	N/A
Telephone Number(s) (Landline as well as Mobile) and E-mail address(es) of the Opposite Party(s) if available.	Ph. +91-40-66335551, 9121282862, 9121308555 Email: info@modiproperties.com
Name, address, telephone Nos. (Landline as well as Mobile) and e-mail address of the Advocate for the Complainant:	M.S.Vishnu Sankar & Athira G.Nair Advocates 57 Lawyers Chambers New Delhi 110001 Mob: +91 9891848022 advmsvsankar@gmail.com
Details of the Demand Draft submitted towards fee as required by Rule 9A of the Consumer Protection Rules, 1987 of the C.P. Act.	UCO Bank DD no. 805177 dated 01-08-2022 (Amount Rs. 5000) and DD no. 810018 dated 30-08-2022 (Amount Rs. 2500).

VERIFICATION:

I, the Complainant, above mentioned do hereby verify that the information provided herein above is true and complete in all respects, and nothing material has been concealed therefrom.


(M. S. Vishnu Sankar &
Athira G. Nair)
Advocates

Signature of the Complainant/Counsel/
Authorised Representative

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SYNOPSIS

1. The complainant is a resident's welfare organisation for Vista Homes, Kushaiguda, Sy. No. 193 to 195, Subhodaya Colony, Kushaiguda, Hyderabad - 500103 built by opposite parties. The resident welfare organization is collectively holding represented as a member of the association. The complainant is a registered association under the Andhra Pradesh Societies Registration Act, 2001 with the Registrar of Societies, Ranga Reddy (E), Telangana vide registration No. 791 of 2014.
2. The opposite parties are the Builder of residential projects by the name Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered into agreements for construction to the respective purchasers who are the members of the complainant Association.
3. The opposite parties have obtained GHMC permission for the construction of residential towers with cellar for parking + Ground + 4 upper floors for residential flats consisting of 9 Blocks. A to I Ground + 4 Upper floors for Amenities Block.
4. The flats constructed by the opposite parties are sub-standard, without following the standards of construction prescribed by the NBC norms and deviating from the permission given by GHMC. The owners of flats in Vista Homes are subjected to severe mental stress and health hazards.
5. Even after several complaints, the Opposite parties have not responded to any of their complaints and made the members of the

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complainant suffer and live in dilapidated conditions.

6. There is improper drainage and sewerage system causing water in Cellar Area, Lifts pits, Electrical room etc., leading to sewage water stagnation for several days and causing health hazards and unhygienic conditions. The drainage and septic tanks are improperly constructed in the Cellar under the roof. Therefore septic tanks are not suitable for cleaning and clearing sludge.
7. The standards prescribed by GHMC for sanction on the building permission of Vista Homes are very clear and such septic tanks and water sewerage tanks should not be placed under roofs, near any walls and should be properly connected for drain-out.
8. An issue with the sewerage is that opposite parties have not provided a proper exit for sewerage connection and some pumping motors to leave it open in nearby open Nala which is against the rules.
9. Another problem is that the opposite parties have not provided sufficient sewage and septic tanks suitable for 377 units. For the face value, they have constructed a few tanks and it has become a major problem to pump the sewerage outside Nala.
10. The builder has not provided a proper water spray extinguishing system by connecting the same through a static water storage tank.
11. The opposite parties have just laid only pipes in the Cellar and are not connected to the pump or water pump.

12. The Water connection which Opposite parties have applied is insufficient for 377 flats.
13. They haven't conducted elections for 6 years and have self-declared themselves as president and secretary from 2014 to 2020.
14. After the complaints with regards to the election the opposite parties finally conducted elections on 25.09.202 and the newly elected body has come into force.
15. The opposite parties had not handed over the account books pertaining to their tenure till 2020. Even after complaining, they have failed to cooperate.
16. The opposite parties have collected corpus funds amounting to Rs 65,00,000/- and utilized them without the owner's approval.
17. The flat owners had deposited a maintenance amount of Rs 9,00,000/ in the HDFC Bank Account. The said amount is transferred to the newly elected body.
18. The opposite parties have failed to submit any audit report pertaining to the affairs of account of the society.
19. After issuing a Legal Notice on 22.06.2021 to furnish all books of account, Audit report and sign necessary papers. The opposite parties have transferred the HDFC bank account in the month of 21st August 2021 and also refunded separately Rs 6,37,000,00.
20. After verification of the accounts submitted the opposite parties, It was understood that the opposite parties have utilized the corpus fund amount of Rs 47,00,000/- and there are no proper accounts for the said amounts.

21. The opposite parties have failed to carry out the meaning of proportionate cost for which they do not have proper statement accounts.
22. These are all the atrocities caused by the opposite parties which led the owners suffered and led them to miserable and stress life.
23. Now the aggrieved parties are praying to direct the Opposite parties to provide a proper drainage system connecting to the main drainage and installation of specific tanks outside cellular areas or reward suitable amounts for construction, the fire extinguisher pipes, provide sufficient Municipal Water connections for all 377 flats, construct suitable sewerage exit sewerage connection, to make suitable repairs of several structural defects in the construction, to refund the utilized corpus amount of 47,00,000/- with interest and the proportionate amounts in terms of clause 36 of the sale agreement, to pay compensation of Rs 1,00,000/- to each flat owners along with the costs of Rs 1,00,000/- towards filing this complainant or any reward amount for construction which deems fit and proper by the Hon'ble Commission.

Grievances and cause of action

The complainant is a resident's welfare organisation for Vista Homes, Kushaiguda, Sy. No. 193 to 195, Subhodaya Colony, Kushaiguda, Hyderabad - 500103 built by opposite parties and have faced the acts and omissions of the opposite party described herein, including but not limited to;

1. Flats are sub-standard, without following the standards of construction prescribed by the NBC norms and deviating from the permission given by GHMC.
2. improper drainage and sewerage system causing water in Cellar Area, Lifts pits, Electrical room etc., leading to sewage water stagnation for several days and causing health hazards and unhygienic conditions
3. Not provided sufficient sewage and septic tanks suitable for 377 units
4. Not handed over the account books pertaining to their tenure till 2020
5. Lack of accountability of corpus funds amounting to Rs 65,00,000/
6. unilateral change in the method of construction for the blocks
7. financial statement not submitted by the builder from 2014-2020

The services of the opposite party have been deficient defective negligent and unsatisfactory. The conduct of the opposite party has been dishonest, misleading and detrimental to its consumers. The opposite parties should be held liable for breach of contract, unfair trade practice, deficiency of service and violation of applicable regulations and statutory provisions.

The complainants have consequently suffered considerable financial losses and adverse effects in their professional and personal lives due to the acts of omission and commission of the opposite parties.

LIST OF DATES

DATE	PARTICULARS
11.07.2014	The complainant is a resident's welfare organisation for Opposite Party No 1, built by the opposite parties. The Resident's Welfare Organisation is collectively holding the membership of all the residents in Vista Homes and each owner is collectively represented as a member of the association. The complainant is a registered association under the Andhra Pradesh Societies Registration Act, 2001 with the Registrar of Societies, Ranga Reddy (E), Telangana vide Registration No. 791 of 2014. A copy of the Certificate of Registration bearing No 791/2014 is herewith annexed and marked as ANNEXURE C-1 PAGES 28 TO 31)
11.12.2012	Building permission was given to Vista Homes, represented by Sri SohamModi File No: 24386/11/04/2012
8 th September 2015	Flat owners representation to the opposite parties and complained regarding the rainwater getting stagnated in the cellar, parking area, lifts and common areas along with a request to fix up a date for meeting at regular intervals to resolve the issues. A copy of the email representation to the respondents dated 8.09.2022 is herewith annexed and marked as ANNEXURE C-2 (PAGES 32 TO 36))
October 2015	Flat owners' representation and complaint against insufficient bore well thereby depending upon water tankers, deficiency of water supply,

	and lifts failure.
November 2015	Representation of Flat owners requesting to fix up a date for meeting at regular intervals to resolve the issues.
February-March 2016	Flat owners' representation and complaint against no water supply in blocks A, B & I along with other issues.
June 2016	Flat owners' representation and complaint regarding security failure, request for an election, and communication of minutes of the meeting of flat owners.
September 2016	Flat owners' representation and complaint regarding the issue of rainwater in the cellar, electric room etc.
June 2018	Flat owners' representation and complaint regarding all the issues above-mentioned pointwise and road in the commonplace.
October 2018	Flat owners' representation for conducting general body meeting as per prescribed in the bye-laws.
April 2019	Flat owners' representation for the maintenance of gym
June-July 2019	Flat owners' representation for conducting general body meetings and transfer of corpus fund accounts.
October-December 2019	Flat owners' representation regarding poor maintenance, drainage leakages in the cellar, leakages in pillars, beams etc, and other serious grievances and issues.

January 2020	Flat owners' representation regarding cricket net issues.
22.02.2020	Flat owners' Complaint to Commission of Greater Hyderabad Municipal Corporation, tank Bund Road, Hyderabad. A Copy of the Complaint to Commission of Greater Hyderabad Municipal Corporation, tank Bund Road, Hyderabad dated 22.02.2022 is hereby annexed and marked as <u>ANNEXURE C-3 (PAGES 37 TO 38)</u>
16.03.2020	Flat owners' Complaint to Commission of Greater Hyderabad Municipal Corporation
05.06.2020	Flat owners complaint to Enforcement & Vigilance and Disaster Management Department
04.06.2020	Flat owners complaint to Deputy Commissioner, KAPRA circle
23.12.2020	Flat owners complaint to Deputy Commissioner, KAPRA circle
22.06.2021	Legal notice issued to Sri Bhavesh Mehta and Sri SohamModi. A copy of the legal notice issued to Sri Bhavesh Mehta and Sri SohamModi dated 22.06.2021 is herewith annexed and marked with <u>ANNEXURE C-4 (PAGES 39 TO 40)</u>
19.11.2021	A show cause notice to take legal action against Modi properties was issued to Sri Bhavesh Mehta and Sri Soham Modi. A copy of the show cause notice to take legal action against Modi properties dated 19.11.2021 is hereby annexed and marked as <u>ANNEXURE C-5 (PAGES 41 TO 48)</u>

13.12.2021	Reply to the legal notice dated 26.02.2021 by Sri SohamModi A copy of the reply to the legal notice dated 13.012.2021 is herewith annexed and marked with ANNEXURE C-6 (FROM PAGES 49 TO 53)
05.01.2022	A legal notice was sent to MrBhaveshMehtha and MrSohamModi in continuation to the earlier notice dated 14.07.2021 and the reply by opposite parties dated 19.07.2021. A copy of the legal notice dated 05.01.2022 is herewith annexed and marked as ANNEXURE C-7 (FROM PAGES 54 TO 55)
2014-2022	The flats were handed over to the flat owners vide sale deed and sale agreement between the builder and the customers were executed. A true copy of some of the sample sale deed is annexed herewith showing the value of 1BHK, 2 BHK and 3BHK is attached herewith and marked as ANNEXURE C-8 (PAGES 56 TO 151)
08.08.2022	Hence the present Consumer Complaint Petition under Section 21 of the Consumer Protection Act, 1986,

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**BEFORE THE HON'BLE NATIONAL CONSUMER
DISPUTES REDRESSAL COMMISSION, NEW DELHI
CONSUMER COMPLAINT NO: 176 OF 2022**

MEMO OF PARTIES

IN THE MATTER OF:

1. Vista Homes Owners Association,
Sy. No. 193 to 195, Shubhodaya Colony,
Kushaiguda, Hyderabad - 500103

....COMPLAINANT

VERSUS

1. M/s. Vista Homes, D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road,
Secunderabad - 500003

...OPPOSITE PARTY NO. 1

2. Sri SohamModi, S/o. Sri SatishModi,
M/s. Vista Homes,
R/o. Plot No. 280, Road No. 25, Jubilee Hills,
Hyderabad - 500034, TS

...OPPOSITE PARTY NO. 2

FILED BY:

Vishnu Sankar

**M.S.Vishnu Sankar
Athira G. Nair**

Advocates

57 Lawyers Chambers

New Delhi 110001

Mob: +91 9891848022

advmsvsankar@gmail.com

Place : New Delhi
Dated: 08.08.2022

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**BEFORE THE HON'BLE NATIONAL CONSUMER
DISPUTES REDRESSAL COMMISSION, NEW DELHI**
CONSUMER COMPLAINT NO: 176 OF 2022

IN THE MATTER OF:

Vista Homes Owners Association,
Sy. No. 193 to 195, Shubhodaya Colony,
Kushaiguda, Hyderabad - 500103

....COMPLAINANT

VERSUS

1. M/s. Vista Homes,
D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road,
Secunderabad - 500003

...OPPOSITE PARTY NO. 1

2. Sri SohamModi,
S/o. Sri SatishModi,
M/s. Vista Homes,
R/o. Plot No. 280, Road No. 25, Jubilee Hills,
Hyderabad - 500034, TS

...OPPOSITE PARTY NO. 2

To:

The President
and his Companion Members
of the Hon'ble NCDRC

The Humble Complaint
of the Complainants above-named
CONSUMER COMPLAINT FILED UNDER SECTION 58 (1) (a) (1)
R/W section 35 (1) (c) OF THE CONSUMER PROTECTION ACT
2019.

TO,

THE HON'BLE PRESIDENT AND HIS
COMPANION MEMBERS OF THE
NATIONAL CONSUMER DISPUTES
REDRESSAL COMMISSION, NEW
DELHI.

THE HUMBLE PETITION OF THE
ABOVE NAMED COMPLAINT.

MOST RESPECTFULLY SHOWETH:

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PRELIMINARY SUBMISSIONS:

It is most respectfully submitted that the complainant "Vista Homes Owners Association", (and collective flat owners of Vista Homes, Kushaiguda, Hyderabad), represented by the President, submit this Affidavit knowing the full facts of the case.

The aggrieved parties are gone through a lot of atrocities done by the opposite parties. The problems faced by them are the opposite parties have not constructed based on the NBC norms. They have faced the issue of Drainage and sewerage, Septic tanks, Fire Safety, On Municipal Water, and arbitrary use of Corpus funds. On proportionate Costs where the opposite parties have failed to provide the Audit reports and account books and off record use of the Building maintenance fund and other structural issues.

The cause of action has arisen on the date the Complainant took charge of the activities of the building on 01-10-2020 and noticed irregularities and again on the date Opposite parties transferred the HDFC Bank account in the month of 21st August 2021 and the same cause of action is continuous as the Opposite parties have not rectified even after issuance of the legal notice on 20-11-2021

The complaints are the residents of Kushaiguda, Hyderabad and the Opposite party is situated in Hyderabad within the territorial jurisdiction of the Hon'ble National Commission. The value of the flats purchased and paid as consideration is approx. ₹ 113,10,00,000/-, which exceeds two crore rupees and attracts the pecuniary jurisdiction of the Hon'ble Commission. Hence the complaint is maintainable in law.

BRIEF FACTS OF THE CASE:

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1. It is submitted that the complainant is a Resident's Welfare Organisation for Vista Homes, Kushaiguda, Sy. No. 193 to 195, Subhodaya Colony, Kushaiguda, Hyderabad - 500103 built by the Opposite parties. The Resident Welfare Organisation collectively holds the membership of all the residents in Vista Homes and each owner is collectively represented as a member of the association. The complainant is a registered association under the Andhra Pradesh Societies Registration Act, 2001 with the Registrar of Societies, Ranga Reddy (E), Telangana vide Registration No. 791 of 2014.
2. It is submitted that the Opposite Parties are the Builders of a residential project by the name Vista Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered agreements for construction to the respective purchasers who are the members of the Complainant Association.
3. It is also submitted that Opposite parties have obtained Greater Hyderabad Municipal Corporation (**hereafter referred to as "GHMC"**) permission for the construction of residential towers in Sy. No. 193 to 195 with Cellar for parking + Ground + 4 upper floors for residential flats consisting of 9 Blocks i.e., A to I and Gound + 4 upper floors for Amenities.
4. It is submitted that the flats constructed by Opposite Parties are sub-standard, without following the standards of construction prescribed by the National Building Code Norms and deviating from the permission given by GHMC. Due to this, the members of the Complainant, who are residents and the owners (purchasers) of flats in

Vista Homes are subjected to severe mental stress and health hazards.

5. It is submitted that even after several representations given by the flat owners, the Opposite parties have not responded to any of their complaints and made the members of the complainant suffer and live in dilapidated conditions for the sake of purchasing their homes (flats) by investing their hard-earned money and also by obtaining financial loans from banks.
6. It is submitted that the Building permission (sanctioned) issued by the GHMC is very clear that the permission for construction is issued to adhere to the standards prescribed under G.O. Ms. No. 86, MA Dt. 03.03.2006, as amended in G.O. Ms. No. 168, MA, Dt. 07.04.2012 and National Building Code Norms stipulated by Bureau of Indian Standards, Fire Service Department No. 689/AD/FPW/GHMC/2012 Dt. 17.07.2012 and also refer to the latest Real Estate (Regulation and Development) Act, 2016.

QUESTIONS OF LAW:

- I. Whether the Septic tanks and Sewerage Tanks are constructed in the Cellar Area following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks (IS 2470)?
- II. Whether the builder and Structural Engineers are liable for such misconduct and responsible for the residents health hazards?
- III. Whether the declaration given to GHMC for obtaining Occupancy Certificate of design for construction of Septic Tanks under Cellar roof was legitimate and valid?

- IV. Whether the design of constructing Septic Tanks in the Cellar is approved by GHMC?
- V. Whether the opposite parties have taken prior approval from the Fire Safety Officer and NOC from the concerned department?
- VI. Whether the violation of the governing acts amounts to a travesty of justice?

GROUND:

- A. It is submitted that the flats constructed by opposite parties are sub-standard, without following the standards of construction prescribed by the National Building Code Norms and deviating from the permission given by GHMC. In regards to this, the members of the complainant, who are the residents and the owners of the flats in Vista Homes are subjected to mental stress and health hazards.
- B. It is submitted that even after many complaints given by the flat owner, the opposite parties have not responded to one single complaint and made the members of the complainant go through the worst conditions and let them live in a very hazardous situation for the purpose of purchasing their flats by investing their hard-earned money and taking financial aids from the bank (Loans).
- C. It is submitted that the Opposite Parties are the Builders of a residential project by the name Vista Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered agreements for construction to the respective purchasers who are the members of the Complainant Association.
- D. It is also submitted that Opposite parties have obtained GHMC permission for the construction of residential towers in Sy. No. 193 to 195 with Cellar for parking +

Ground + 4 upper floors for residential flats consisting of 9 Blocks i.e., A to I and Ground + 4 upper floors for Amenities Block under reference cited above (1).

- E. It is submitted that the flats constructed by Opposite Parties are sub-standard, without following the standards of construction prescribed by the National Building Code Norms and deviating from the permission given by GHMC. Due to this, the members of the Complainant, who are residents and the owners (purchasers) of flats in Vista Homes are subjected to severe mental stress and health hazards.
- F. It is submitted that even after several representations given by the flat owners, the Opposite parties have not responded to any of their complaints and made the members of the complainant suffer and live in dilapidated conditions for the sake of purchasing their homes (flats) by investing their hard-earned money and by obtaining financial loans from banks.
- G. It is submitted that the Building permission (sanctioned) issued by the GHMC is very clear that the permission for construction is issued to adhere to the standards prescribed under G.O. Ms. No. 86, MA Dt. 03.03.2006, as amended in G.O. Ms. No. 168, MA, Dt. 07.04.2012 and National Building Code Norms stipulated by Bureau of Indian Standards, Fire Service Department No. 689/AD/FPW/GHMC/2012 Dt. 17.07.2012 The latest Real Estate (Regulation and Development) Act, 2016 has points that succour to this.
- H. It is submitted that the following are the irregularities in the building causing members of the complainant to suffer and live in dilapidated conditions.

I. It is submitted that since the construction of the flats, there is improper drainage and sewerage system causing water stagnation in Cellar Area, Lifts pits, Electrical room etc., leading to sewerage water stagnation for several days and thereby causing severe health hazards and unhygienic conditions. There is no space to clear the sludge from these septic tanks as the clearing vehicles cannot enter the cellar area. The drainage and septic tanks are improperly constructed in the cellar (parking area) under the roof, thereby these septic tanks are not suitable for cleaning and clearing the sludge.

J. It is submitted that the standards prescribed by GHMC for sanction on the building permission of Vista Homes are very clear and such Septic tanks and water sewerage tanks should not be placed under the roofs, near any walls and should be properly connected for drain-out. Further, as per standards, the septic tanks should be placed where clearing vehicles can easily approach for clearing the sludge on a regular basis.

3.3.1. (IS:2470) - NBC Norms - Septic tank should be located at a place open to the sky, as far away as possible from the exterior of the wall of the building and should not be located in swampy areas or areas prone to flooding. It should also be accessible for cleaning.

K. It is submitted that against the standards for construction of Septic Tanks, Opposite parties have placed them under the cellar roofs, thereby causing severe problems. The sewerage water seeped through the tank walls and entered the Lift Pits and Electrical Rooms. This causes a severe problem, and many times residents are falling ill. The whole sewerage system and

septic tanks constructed in the cellar have become one-time-use.

- L. It is submitted that another issue with the Sewerage is that Opposite parties have not provided a proper exit for the sewerage connection and placed some pumping motors to leave it open in nearby open Nala which is against the rules. The NBC with regards to the drainage clearly states that a conduit, channel or pipe for the carriage of stormwater, sewage, wastewater or other waterborne wastes in a building drainage system. Failing to do it causes severe damage to the environment.

3.1.3 (IS:2470) - NBC Norms - Under no circumstances should effluent from a septic tank be allowed into an open channel drain or body of water without adequate treatment.

3.1.6 (IS:2470) - NBC Norms - When the pumping arrangement is provided before the septic tanks the sewage from the pump should not be discharged directly into the septic tank. Normally, the discharge from the pump is first led into a tank and then sewage is allowed to flow into the septic tank gravitationally and the provisions of 3.1.5 shall be observed.

It is submitted that yet another problem is that the Opposite parties have not provided sufficient Sewage and Septic Tanks suitable for all 377 units. For namesake, Opposite parties have constructed a few tanks and it has become a major problem to pump the sewerage into outside Nala on a minute-to-minute basis. If there is any power failure for a period of few hours, all our cellars are filled with Sewage and Septic water including the lift pits, electricity rooms etc.,

- M. It is submitted that as per the National Building Code Norms and Fire Safety Department norms, every builder must provide a proper water spray extinguishing system by connecting the same through a static water storage tank.
- N. However, the Opposite parties have laid only pipes in the Cellar and are connected to neither pump nor water sump. These pipes are useless and cannot be used in case of any fire emergency in the buildings.
- O. As per National Building Code norms and Fire Safety features, all residential buildings are classified as Category A and require prior approval from the Director of Fire before construction. After examining the required fire safety features, an Officer issues a NOC to the builder. Every building project (according to the National Building Code) should have the following built-in firefighting features and equipment Wet riser: a vertical pipe connected to the water tank built underground, Down comer: a vertical pipeline for the overhead tank, and Hydrant: horizontal pipeline connected to the water tank, Water tanks: Underground water tank (capacity between 50,000 to 2,50,000litres) and terrace water tank (capacity between 10,000 and 20,000 litres) etc. The opposite parties have not even provided any such equipment in the Vista Homes and don't know how the Opposite Parties have managed to obtain a fire clearance certificate.
- P. It is submitted that as per the agreement Opposite parties have agreed to provide municipal water to each flat. With frequent follow-ups & requests to Opposite parties, (and after one of the members filed a case with the District Consumer Forum) Opposite parties have paid the requisite fee to the HMWS&SB for the municipal water connection and provided the same. This water connection which

Opposite parties have applied is insufficient for 377 flats. It shows that Opposite parties have applied/paid the fee only for 164 flats, which is not even 50% of the dwelling units.

- Q. It is submitted that the Opposite Parties are the promoters of Modi Builders and have developed Project by the name Vista Homes in Sy. No.193 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103, consisting of various flats, which were sold to respective purchasers, have self-declared themselves as president and Secretary respectively of Vista Homes Owners Association, from 2014 to 2020 without conducting elections for the period of 6 years approximately.
- R. It is further submitted that upon complainant's various representations the opposite parties have finally conducted elections 25.09.2020 and the new elected body by the flat owners of Vista Homes have come into force w.e.f. 1-10-2020.
- S. It is further submitted that the Opposite parties did not hand over the account books pertaining to their tenure till 2020, further they have not handed over any trace of paper pertaining to any correspondence made during their tenure. Despite several requests, they have not co-operated with the previous and present General Body for change of authorization in the Bank account of Vista Homes Owners Association. Therefore, the new association had opened a new bank account with Axis Bank, under the helpless condition to run the functioning of the association as the authorization of the previous bank account maintained with HDFC has not been transferred by Opposite parties till 2020.
- T. It is further submitted that during the tenure of Opposite parties, have collected Corpus funds amounting to

Rs.65,00,000/- (Rupees Sixty-Five Lakhs only) approximately, and utilized without the approval of the GBM of the owners.

- U. It is further submitted that even after the formation of the New Association elected by flat owners, Opposite parties both had not transferred the authorization for the operation of the account. Hence some of the Flat owners have deposited a maintenance amount of Rs. 9,00,000/- (approximately) in the HDFC Bank Account. The said account was under the control of the Opposite parties till 2021 and has not transferred to the newly elected body despite several requests and finally transferred the authorization in the year 2021.
- V. It is further submitted that opposite parties failed to submit any audit report pertaining to the affairs of accounts of the Society so as to present to the general body, even after persistent requests from the present general body of the Association.
- W. It is submitted that upon issuing a legal notice on 22-06-2021 to call upon to furnish all books of accounts, audit reports and sign necessary papers for shifting the authorization to the present general body, the Opposite parties have transferred the HDFC Bank account in the month of 21st August 2021 and also refunded separately ₹ 6, 37,000.00 amounts lying in a separate account which was collected towards the maintenance charges from the owners of the flat for the period of 2014-2020.
- X. However, on verification of the accounts submitted by opposite parties, it is understood that opposite parties have utilized the corpus fund amount approximately of ₹ 47,00,000/- (Forty-seven lakhs only) into opposite parties

building funds/company purposes and there are no proper accounts for the said amounts.

- Y. As per the Agreement of Sale for every flat owner under clause 36, it is agreed by the Opposite parties that they shall pay the proportionate cost of outgoings such as common water charges, common lights, repairs, and salaries of the clerk, watchman, sweepers etc. The proportionate amounts are to be paid by the Opposite parties until the completion of the project. Accordingly, as calculated the Opposite parties must pay an amount of 96,77,000/- towards their proportionate amounts in terms of the Agreement of Sale which has not been shown properly in the statements of accounts.
- Z. It is further submitted that several other issues in substandard construction are identified below.
1. Insufficient storage capacity for manjeera and insufficient pumping capacity.
 2. Water leakage problem from outer walls and from top floors. Improper drainage in the cellar causes water stagnation and unhygienic conditions.
 3. Outer bounding walls have many cracks ready to collapse.
 4. Water Harvesting Pits constructed but filled it with waste material it's not functioning even unable to recharge bore wells.
 5. Deficiency of power back up not able to receive 1KV and Insufficient transformer capacity due to which frequently current is tripping.

6. Sewerage treatment plant not constructed and discharging drainage water into Nala without treating.
7. Not maintained security cameras and now it's not functioning.
8. Improper maintenance of GYM and ClubHouse.
9. Not maintaining borewell motors and fixing insufficient motors.
10. The structure formed cracks and seepages in columns, beams & slabs, its lost strength.
11. In many flats poor plastering using poor quality material thereby causes leakages and water seepages from the outer.
12. In many flats grouting work has not been done, causing all walls dampness.
13. Improper laying of walkway and approach road many utilization.

AA. With the above facts of the case, the complainant identifies the following issues and irregularities made by the Opposite parties in constructing the Vista Homes Flats, Kushaiguda Hyderabad:

1. The Septic Tanks and Sewerage Tanks are constructed in the Cellar Area without following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks (IS: 2470).
2. The fire extinguishing pipes are provided only in the Cellar area and are not connected to any motor or sump. This is a grave violation of the Fire Safety Norms, which may lead to severe life loss in case of any fire emergency.

3. Opposite parties have provided insufficient Municipal Water Connection for the flats for a requirement for 164 flats only instead of 377 flats.
4. Sewerage is that Opposite parties have not provided a proper exit for the sewerage connection and placed some pumping motors to leave it open in nearby open Nala which is against the rules. (Please refer to NBC Code Norms).
5. Several structural defects in the construction are identified as narrated in para 29 above.
6. Upon verification of the accounts submitted by opposite parties, it came to know that opposite parties have utilized the corpus fund amount of ₹ 47,00,000/- (Forty-seven lakhs only) into opposite parties building funds/company purpose and there are no proper accounts for the said amounts.
7. The proportionate amounts to be borne by the Opposite parties as per Clause 36 of the Agreement of sale have not been properly shown by the Opposite parties till handed over to the petitioners' newly elected body. Accordingly, as calculated the Opposite parties must pay an amount of ₹ 96,77,000/- approximately towards their proportionate amounts in terms of the Agreement of Sale.

BB. REMEDIES

1. COMPENSATORY DAMAGES

- a. The Opposite parties shall pay the proportionate cost of outgoings such as common water charges, common lights, repairs, and salaries of the clerk, watchman, sweepers etc. until the completion of the project. Accordingly, as calculated an amount of 96,77,

000/- towards their proportionate amounts in terms of the Agreement of Sale has not been paid or shown properly in the statements of accounts

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- b. Opposite parties have utilized the corpus fund amount approximately of ₹ 47,00,000/- (Forty-seven lakhs only) into opposite parties building funds/company purposes and there are no proper accounts for the said amounts.
- c. compensation of 50,0000/- per flat for the improper and insufficient Municipal Water Connection for half the flats 164 flats only instead of 377 flats (total Rs.1,88,50,000/-)
- d. compensation of Rs.100000/- per flat for repairing and fixing the Septic Tanks and Sewerage Tanks which are constructed in the Cellar Area without following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks (Total Rs. 3,77,00,000/-)

2. PUNITIVE DAMAGES

- a. claim for punitive damages towards deficiency of service, unfair trade practice and mental harassment Rs. 100000/- per customer (Rs. 3,77,00,000/-)
- b. claim for the depreciation of the property. This Hon'ble commission may decide the mode of such compensation as found appropriate

CC. It is submitted that the claim of the Complainant exceeds Rs. 2 Crores and therefore this Hon'ble Commission has the jurisdiction to entertain the Subject Complaint

DD. The Complainant has not filed any other Complaint or Petition in respect of the relief claimed in the instant

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petition before this Hon'ble Commission or any Court/Tribunal or Commission in India.

EE. The Complainant has paid the required court-fees.

PRAYER

In the above premises, it is most respectfully prayed that this Hon'ble Commission in the interests of justice may be pleased to:

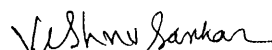
1. To direct the Opposite parties to provide the proper drainage system connecting to the main drainage of GHMC, and to reconstruct Sewerage Tanks following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks, or award suitable amounts for construction of the same by the complainant.
2. To direct the Opposite parties to provide the fire extinguishing pipes in the Cellar area to any motor or sump, or award suitable amounts for construction of the same by the complainant.
3. To direct the Opposite parties to apply and provide sufficient Municipal Water Connections suitable for all 377 flats, or award suitable amounts for construction of the same by the complainant.
4. To direct the Opposite Parties to provide and construct a suitable Sewerage exit with sewerage connection or award suitable amounts for construction of the same by the complainant.
5. To direct the Opposite Parties to make suitable repairs to Several structural defects in the construction or award suitable amounts for construction of the same by the complainant.

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6. To direct the Opposite Parties to refund improperly utilized corpus fund amount of ₹ 47,00,000/- (Forty-seven lakhs only) with interest.
7. To direct the Opposite Parties to refund the proportionate amounts in terms of clause 36 of the sale agreement and the same is calculated as an amount of ₹ 96, 77,000/- with interest.
8. To direct the opposite parties to pay the compensation as per the compensatory damages and punitive damages per flat;
9. To pay costs of ₹ 2,00,000/- towards filing this complainant
10. Pass any such other or further order (s) as this the Hon'ble Commission deems fit and proper in the interest of justice under the facts and circumstances of this case.

**AND FOR THIS ACT OF KINDNESS THE COMPLAINANTS
AS IN DUTY BOUND SHALL EVER PRAY**

FILED BY.


M.S. Vishnu Sankar
Athira G. Nair

Advocates
57 Lawyers Chambers
New Delhi 110001
Mob: +91 9891848022

advmsvsankar@gmail.com

Place : New Delhi
Dated: 08.08.2022

27A

**BEFORE THE HON'BLE NATIONAL CONSUMER
DISPUTES REDRESSAL COMMISSION, NEW DELHI**

CONSUMER COMPLAINT NO: 176 OF 2022

IN THE MATTER OF:

VISTA HOMES OWNERS ASSOCIATION ...COMPLAINANTS

VERSUS

M/S VISTA HOMES & ANR ...OPPOSITE PARTIES

AFFIDAVIT

I, V. Jayapal Reddy S/O Gopal Reddy, aged about 48 years, being he president of the complainant Association, resident of Flat no.B401, Vista Homes, Kushaigūd, Hyderabad, presently at New Delhi do hereby solemnly affirm and state as follows:-

1. That I am the Complainant in the present Consumer Complaint .I know the facts of the case and as such competent to swear this affidavit.
2. That the facts stated in the accompanying Consumer Complaint are true and correct to the best of my knowledge and beliefs, nothing material has been concealed thereof and no part of it is false.
3. That the Annexures produced with the Consumer Complaint are true copies of their respective originals.



IDENTIFIED

V. Jayapal Reddy
DEPONENT

VERIFICATION

Verified at *Delhi* on this the *30* day of July 2022, that the facts stated herein above are true and correct to my knowledge and beliefs and nothing has been concealed there from.

ATTESTED

[Signature]
**DIPANKAR DAS
NOTARY PUBLIC
R.K. GARG BLDG
SUPREME COURT**

30.07.22

V. Jayapal Reddy
DEPONENT

mee seva

GOVERNMENT OF TELANGANA

REGISTRATION AND STAMPS DEPARTMENT

THE REGISTRAR OF SOCIETIES TSGGDE

RANGA REDDY (EAST)

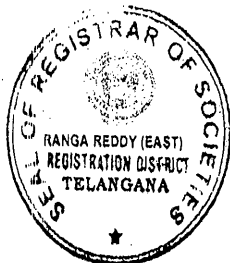


Certificate of Registration

(No : 791 of 2014)

I hereby certify that 'VISTA HOMES OWNERS ASSOCIATION' , Sy Nos 193,194,195/ Kapra/ Kapra Village/ Keesara/ Rangareddy/ Telangana/ India/ on this day registered under the Andhra Pradesh Societies Registration Act., 2001

Certified copy of Registration



RANGA REDDY (EAST)

Date : 11/Jul/2014

REGISTRAR OF SOCIETIES

RANGA REDDY (EAST)

Signature valid

Digitally signed by
THIRUMALA RAJU
V RANGA KISHNA
RAJU
Date: 2014.07.11
14:20:55 IST



29



MEMORANDUM OF ASSOCIATION

VISTA HOMES OWNER'S ASSOCIATION TSGGDE

Site: Sy. Nos. 193, 194 & 195, Kapra Village,
Keesara Mandal, Ranga Reddy District - 500 062.



NAME OF THE ASSOCIATION: "Vista Homes Owners Association".

LOCATION:

The Registered office of the Association shall be at: Survey Nos. 193, 194 & 195, situated at Kapra village, Keesara Mandal, Ranga Reddy District

1. AIMS AND OBJECTS OF THE ASSOCIATION

The aims and objects of the Association shall be to manage and protect the common services and amenities of the group of nine building in the group housing scheme known as the Vista Homes and to provide amenities to its members, maintain harmonious relations between them and to look after the maintenance of the services of the buildings, which are more particularly stated hereunder:

- Regulation and supplying water for general use and drinking.
- Maintenance of drainage, sewerage systems, overheads tanks, sumps etc.
- Security arrangements including watch and ward.
- Maintenance and cleaning of common areas including staircase, passages, parking space and open areas.
- Maintenance and operation of lifts.
- Maintenance of electrical fitting and fixtures of common use on all floors of the buildings.
- Maintenance of common amenities like swimming pool, gymnasium, gardens, clubhouse, recreational room, children's park, etc.
- Colouring and whitewashing of the common areas and external elevation.
- Regular repairs and maintenance of common areas of the buildings.
- Maintenance of generators, pump sets, and other such common facilities.
- To endeavor to do all that is feasible for the safety, security and comforts of the occupants/owners.
- To promote/encourage social activities like entertainment, sports, educational programs etc.
- To do all things necessary and expedient for the accomplishment of the aforesaid objectives.

CERTIFIED that the Association is formed with no profit motive and no commercial activity is involved in its working.

Signature valid

CERTIFIED that the office bearers of the Association shall not be paid any remuneration or honorarium from the funds of the Association.

V RAMAKRISHNA

CERTIFIED that the Association would not engage itself in agitational activities to ventilate grievance.
Date: 20/4/07, 11:21:05 IST

SIGNATURE OF THE PRESIDENT/SECRETARY

GOVERNMENT OF TELANGANA
(Maintained Under Section 3 of Societies Registration Act, 2001)

30

1. Society Registration Number :	No : 791 of 2014
2. Name of the Society :	VISTA HOMES OWNERS ASSOCIATION
3. Society Category :	Welfare Associations
4. Society Address :	Sy Nos 193,194,195/ Kapra/ Kapra Village/ Keesara/ Rangareddy/ Telangana/ India/

Member Details

S.No	Name of the office Bearers & S/O, W/O, D/O	Designation of their local standing in the Society	Occupation	Residential Address
1	BHAVESH MEHTA MEHTA, S/O LATE VASANT U MEHTA	PRESIDENT	BUSINESS	2-3-577 F NO 301/ UTTAM TOWERS/ MINISTER ROAD D V COLONY SECUNDERABAD/ Secunderabad/ HYDERABAD/ Telangana/ India
2	SOHAM MODI MODI, S/O SATISH MODI	SECRETARY	BUSINESS	PLOT NO 280/ ROAD NO 25/ JUBILEEHILLS/ Shaikpet/ HYDERABAD/ Telangana/ India
3	GAURANG MODY MODY, S/O JAYANTI LAL MODY	TREASURER	BUSINESS	FLAT NO 105/ SAPPHIRE APTS/ CHIKOTI GARDENS BEGUM PET/ BALANAGAR/ RANGAREDDY/ Telangana/ India
4	G KANAKA RAO RAO, S/O LATE SUBBA RAO	VICE PRESIDENT	SERVICE	1-1-364/18/A/ JAWAHAR NAGAR/ HYDERABAD/ Hyderabad/ HYDERABAD/ Telangana/ India
5	MEHUL V MEHTA MEHTA, S/O LATE VASANT U MEHTA	GENERAL SECRETARY	BUSINESS	21 BAPU BAGH COLONY/ FIRST FLOOR P G ROAD/ SECUNERABAD/ Secunderabad/ HYDERABAD/ Telangana/ India
6	G B RAM BABU RAM BABU, S/O G S SWAMI	EXECUTIVE MEMBER	SERVICE	FLAT NO 302/ JAYA CASTLE/ NEW NALLAKUNTA/ Amberpet/ HYDERABAD/ Telangana/ India



31

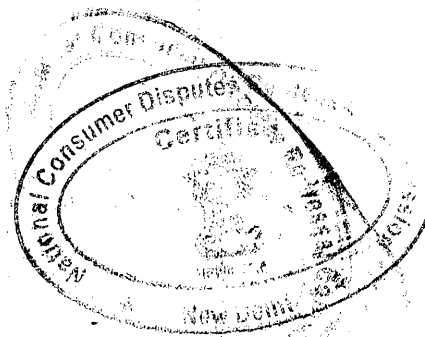
GOVERNMENT OF TELANGANA

7	MADHU THOTA THOTA, S/O T ESHWARAI AH	EXECUTIVE MEMBER II	SERVICE	1-1-34/3/ BHAGAVATH GUDA/ BUDWEL RAJENDRA NAGAR/ RAJENDRANAGAR/ RANGAREDDY/ Telangana/ India
8	PRAVEEN BUSHIPAKA BUSHIPAKA, S/O RAJAMALLU	MEMBER	SERVICE	FLAT NO B-503 MAY FLOWER PARK/ MALLAPUR/ R R DIST/ UPPAL/ RANGAREDDY/ Telangana/ India

Document Details

Document Type	Document Name
Self signed declaration	SELF-SIN.pdf
Memorandum and Byelaw	BYLAS.pdf
Lease Deed/Affidavit	AFFIDAVIT.pdf

Althiyah
(TRUCKING)



Gmail - Fwd: Issues in vista homes

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ANNEXURE 4/2

From: Ranga Reddy Yalla <rreddyyalla@gmail.com>

32

Mon Oct 21 2015 at 11:31 AM

From: "Vista Association" <vista@modiproperties.com>
To: rreddyyalla@gmail.com

Forwarded message

From: "Vista Association" <
Date: Sep 8, 2015 12:40 PM
Subject: Issues in vista homes
To: <cr@modiproperties.com>
Cc: <scham@modiproperties.com>, <vista@modiproperties.com>

Hello Sir,

We would like to bring to your notice about few burning issues here:

Whenever rain occurs whole society is suffering with stagnated water everywhere. Please do check the attached pictures. Maintenance especially in B-Block is pathetic. Hardly corridors are being cleaned. We are not clear on the point for what we are paying maintenance when there is no minimum cleaning actions are taken care.

Algae started growing in stagnated waters (you can observe in attached images)

Tiles in front of A-Block entrance came off and water being stagnated in the gaps there. Not even a year completed and the tiles are totally out from floor. We would like to mention that wiping could not be a solution for this stagnated water as that could only be a temporary solution. I hope the actual problem is with draining up rain water but not cleaning the stagnated water each time.

Also there are repeated issues with lifts in B-Block. There are multiple cases in which residents got stuck in lifts and keep yelling till someone attend them to pull out from lift. Having most of the residents as senior citizens, this is turning out to be a very sensitive issue.

Summary:

1. Rain water getting stagnated in parking area.
2. Rain water getting stagnated in front of A&B block entrances.
3. Corridor cleaning is hardly being done in B-Block.
4. Lifts in B-Block are repeatedly creating issues.

Unmail - Fwd: Issues in Vista homes

<https://mail.google.com/mail/u/0/?ui=2&ik=bdad135fbix&view=pt&search=inbox&ui=15819>

5. Space between A&B blocks is with full of stagnated water and algae started growing. Rain water overflowing from this area to parking area.
Kindly request to kindly look into these issues.

Sincerely,

Vista Homes Residents.

12 attachments



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944K



IMG_20150908_065358.jpg
785K

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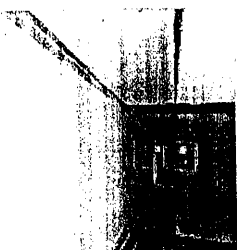
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Gmail - Fwd: Issues in visa homes

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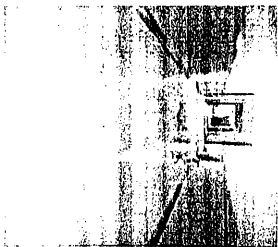


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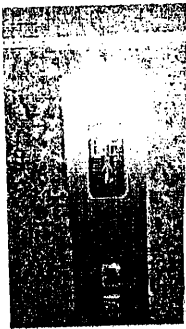
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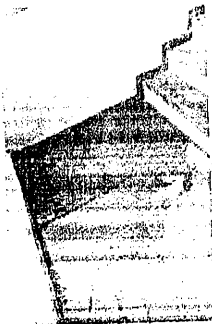
Gmail - Fwd: Issues in Vista homes

<https://mail.google.com/mail/>

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1835K



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2054K

Keshav Kumar
(True copy)

ANNEXURE C/3

22nd February, 2020

Hyderabad

To

The Commissioner,
GHMC, Tank Bund Road,
Hyderabad

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Sir,

Sub:- Owners of VISTA HOMES – A gated community consisting of 403 Flats out of which 230 flats occupied so far – Submission of certain grievances with regard to Construction of buildings, Water Supply and Sewerage connections, Electrical erections and Fire Safety - Redressal – Requested – Regarding.

Ref:- 1. Permission granted for construction of VISTA HOMES by GHMC vide 17811/HO/EZ/CIR-1/2012; Dated: 11.12.2012.
2. Basic reports on Water Supply, Sewerage and Rainwater Harvesting pits.
3. Orders of Hon'ble District Consumer redressal Forum, Ranga Reddy District
in
CA No.27/2017

We the following flat owners of M/s VISTA HOMES situated at Subodayanagar Colony, Khushaiguda, KAPRA humbly submit that the builder of the said Gated Community has not handed over the Owners Association so far and continuing the construction deviating lot of norms which are dangerous to the residents of VISTA HOMES. Since the Association of owners is not under the control of existing owners have compelled to form a group of Owners with the support of other Owners to take up the matter of irregularities with regard to building construction, Water and Sewerage Connections, Water Harvesting Pits, Fire Safety and Electrical fittings to the kind notice of concerned authorities for the safety of the families of the owners.

In this regard, we submit that among our owners some of the owners are having knowledge of civil constructions, Water & Sewerage connections and Electrical Constructions. They have noticed during the recent rainy season that there are Water Leakages even from Pillar beams and seepages in the Pillars and Walls. In the cellar also there was water stagnation due to non proper construction of the ground and also improper draining system. The stagnated water flowing in to the pits of the lifts has become a common phenomenon during the every rain season. We the flat owners reported the same to the builder several times in the past 4 years. But the builder has neither handed over the Association to the owners so as to bring the issues to the notice of the concerned authorities nor attended to the defects brought to his notice.

After occupying the flats by some of the owners those who are having technical knowledge in different areas pertaining to these constructions, we requested them to give a preliminary technical report so as to address the concerned competent authorities for redressal. Accordingly, they have prepared some basic informative reports with regard to the various defects in the construction of buildings and Water, Sewerage connections, Water Harvesting pits and Electrical connections (Copies enclosed).

It is further submitted that it has been noticed by certain Fireman at the time of a Fire accident occurred a couple of years back that the Fire Safety in the buildings is also not as per the prescribed norms of the Fire Department.

We submit that it is not out of place to mention here that the Hon'ble Consumer Redressal Forum, Ranga Reddy District has issued orders in the reference 3rd cited (Copy enclosed) with regard to supply of municipal water connection and sewerage connections among other issues.

Therefore, we request you to kindly look into the matter and pull up the builder for taking all safety measures as per the norms prescribed by the Government from time to time in view of the Safety and peaceful living of the residents of VISTA HOMES.

We once again request you to take appropriate necessary action and pull up the builder of M/s VISTA HOMES at the earliest for addressing all the issues mentioned above, for which act of kindness we shall be grateful to you sir.

Thanking You,

Yours faithfully,

Copy to:

The Dy. Commissioner,
GHMC, KAPRA,
Hyderabad

(*Vishnu*
TRUE COPY)

B. Bhavani
B-102

[Signature]
A-303

B. Indira C-403

H. S. *[Signature]*
A-000

[Signature]
H. 302

[Signature]
B-001

B. Attila
B-301

[Signature]
G-404

[Signature]
I-404

A. B. G-206

[Signature] 102(B)

[Signature] I-306

[Signature] I-002

[Signature] B-408

[Signature] G-005

[Signature] B-401

[Signature] A-304

[Signature] I-006

P. *[Signature]* I-302

[Signature] B-402

[Signature] H-108

[Signature] B-202

[Signature] B-302

[Signature] G-002

[Signature] B-109

[Signature] A-004

ANNEXURE C / 4

K. YADAGIRI RAO,
Advocate

207 & 208, Aditya Towers,
Vinayak Nagar, Neredmet,
Sec'bad-56.

Ph.No.9010295600

E-mail:

yadagiriraokarangula@gmail.com

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To

Date: 22-06-21

1. Mr.Bhavesh Mehtha, S/o Late Vasant Mehta
Age 47 years Occ.: Business
Ex-President, Vista Homes Owners Association,
R/o 2-3-577,F.No.301,Uttam Towers,Minister Road,
D.V.Colonny, Secunderabad-500 003.
2. Mr.Soham Modi, S/o Satish Modi
Age 47 years, Occ.: Business
Ex-Secretary, Vista Homes Owners Association,
R/o P.No.280, Road No.25, Jubilee Hills, Hyderabad-500 033.

Under the instructions from my client Vista Homes Owners Association, represented by its President - M. Sridhar and General Secretary - NVDSA Phanindra Nath, at Sy.No.193 to 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103, I address you as under:-

1. It is represented to me that you are the promoters of Modi Builders and have developed a Project by name Vista Homes in Sy.No.193 to 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103, consisting of various flats, which were sold to respective purchasers. Further that you No.1 & 2 are the self declared president and Secretary respectively of Vista Homes Owners Association, since 2014 to 2020 without conducting elections for the period of 6 years approximately.
2. It is further represented by my client that upon various representations by the flat owners, you finally conducted elections on 25.09.2020 and the new body was elected by the flat owners of the Vista Homes.
3. It is further represented by my client that you both did not hand over the account books pertaining to your tenure i.e. the period from 2014 to till date, further you have not handed any trace of paper pertaining to any correspondence made during your tenure. Despite several requests, you have not co-operated with the previous and present General Body for change of authorization in the Bank account of Vista

Homes Owners Association. Therefore the new association had opened a new bank account with Axis Bank, under helpless condition to run the functioning of association as the authorization of the previous bank account maintained with HDFC has not been transferred by your end.

4. It is further represented by my client, during your tenure, you have collected Corpus fund amounting to Rs.65,00,000/- (Rupees Sixty Five Lakhs only) approximately, and utilized it without approval of the GBM of the owners.
5. It is further represented that even after formation of New Association elected by flat owners, you both had not transferred the authorization for operation of account, hence the some of the Flat owners have deposited maintenance amount of Rs. 9,00,000/- (approxiametly) in the HDFC Bank Account, the said account as on this day under your control the elected body requested several times to transfer the said amount to the new account which you have not been transferred to the elected body in spite of several request and demand in writing and orally as well.
6. It is further represented by my client you have failed to submit any audit report pertaining to the affairs of accounts of the Society so as to present to general body, even after persistent requests from the present general body of the Association.
7. It is represented that even after completion of your tenure as on this day, you are taking the requests on your deaf ears.

Thus I am instructed to call upon you to furnish all books of accounts, audit reports and sign necessary papers for shifting the authorization to the present general body, within a period of (15) days from the date of receipt of this notice, failing which my client would be constrained to initiate appropriate legal proceedings, both civil and criminal, holding you both responsible for the costs and consequences arising thereof.

The cost of this legal notice is Rs.10,000/- is to be borne by you.

Vishnu
(True Copy)

(K. YADAGIRI RAO)
Advocate

ANNEXURE C/5
41

Office of
Ramesh Babu Vishwanathula, LL.M., I.T.T (Oxford)
Senior Attorney & Advocate - High Courts & Supreme Court,
Solicitor Admitted to Supreme Court of England & Wales,
Arbitrator appointed to World Intellectual Property Organisation (UN Body)

VISHWANATH & GLOBAL ATTORNEYS

12-839, 2nd Floor, Meghana Akash Arcade, Moulali, Hyderabad - 500040
Ph: 9948097573, 9948097540, Email: ram.attorney@gmail.com

Our Ref: BT6603LF6705

Date: 19th Nov 2021

To,

(1). Sri Bhavesh Mehta, S/o. Late Vasant Mehta,
Age about 47 years Occ: Builder - Vista Homes,
R/o. 2-3-577, F.No. 301, Uttam Towers, Minister Road,
D.V. Colony, Secunderabad - 500003

(2). Sri Soham Modi, S/o. Satish Modi
Aged about 47 years Occ: Builder - Vista Homes,
R/o. 5-4-187/3&4, Soham Mansion, 2nd Floor,
M.G. Road, Secunderabad - 500003

Subj: Show Cause Notice to take legal action against Modi Properties for
substandard construction of residential flats leading to health hazards and
deprivation of the right to livelihood in a clean and peaceful environment -
reg.

Ref: (1): Building Permission - Vista Homes, Rep. by Sri Soham Modi File
No. 24386/11/04/2012 Dt. 11-12-2012.

(2) Agreement of Sale & Sale Deed between the flat purchasers and (1). M/
s. Vista Homes, rep. by Shri Bhavesh V, Mehta, (2). M/s. Summit
Housing Pvt. Ltd, rep. by Sri Soham Modi, (3). Shri Nareddy Kiran
Kumar.

(3) Agreement of Construction between the flat owners and M/s. Vista
Homes, rep. by Shri Bhavesh V, Mehta, and (2). Sri Soham Modi.

(4) Flat Owners Representation & Complaint Dt. 08-09-2015 regarding
rainwater getting stagnated in the cellar, parking area, lifts and common
areas.

(5) Flat Owners Representation Dt. 22-09-2015 requesting to fix up a date
for a meeting at regular intervals to resolve the issues

(6) Flat Owners Representation Dt. 03-11-2015 requesting to fix up a date
for a meeting at regular intervals to resolve the issues

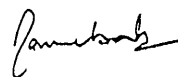
(7) Flat Owners Representation & complaint Dt. 03-10-2015 regarding
insufficient bore well thereby Depending on water tankers.

(8) Flat Owners Representation & complaint Dt. 30-10-2015 regarding
deficiency of water supply.

(9) Flat Owners Representation & complaint Dt. 31-10-2015 regarding lifts
failure.

(10) Flat Owners Representation & complaint Dt. 26-02-2016 &
02-03-2016 regarding no-water supply in blocks A,B & I.

(11) Flat Owners Representation & complaint Dt. 22-3-2016 & 2-3-2016
regarding deficiency of water supply and other problems.



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- (12) Flat Owners Representation & complaint Dt. 06-6-2016 regarding security failure
- (13) Flat Owners Representation & complaint Dt. 10-06-2016 requested for election, etc.
- (14) Flat Owners Letter Dt. 17-6-2016 communicating the minutes of the meeting of flat owners.
- (15) Flat Owners Representation & complaint Dt. 27-9-2016 regarding the issue of rainwater in cellar, electric room etc
- (16) Flat Owners Representation & complaint Dt. 13-6-2018 regarding all issues mentioned pointwise.
- (17) Flat Owners Representation & complaint Dt. 14-6-2018 regarding the road in commonplace
- (18) Flat Owners Representation Dt. 21-10-2018 for conducting general body meeting as per bye-laws.
- (19) Flat Owners Representation & complaint Dt. 23-4-2019 regarding poor maintenance gym.
- (20) Flat Owners Representation Dt. 1-6-2019, 26-6-2019, 28-6-2019, 1-7-2019, 7-7-2019 & 30-7-2019 for conducting general body meeting and transfer of corpus fund accounts.
- (21) Flat Owners Representation & complaint Dt. 10-11-2019 regarding poor maintenance.
- (22) Flat Owners Representation & complaint Dt. 6-12-2019 regarding drainage leakages in the cellar.
- (23) Flat Owners Representation & complaint Dt. 7-12-2019 regarding leakages in Pillers, Beams etc.,
- (24) Flat Owners Representation & complaint Dt. 23-10-2019 regarding serious grievances and issues.
- (25) Flat Owners Representation & complaint Dt. 26-01-2020 regarding cricket net issues.
- (26) Flat Owners Complaint to Commissioner, GHMC Dt. 16-3-2020 & 23-2-2020.
- (27) Flat Owners Complaint to Enforcement & Vigilance and Disaster Management Department Dt. 05-06-2020
- (28) Flat Owners Complaint to Dy. Commissioner, KAPRA circle Dt. 4-6-2020 & 23-12-2020.
- (29) Legal notice issued Dt. 26-2-2021 to Sri Bhavesh Mehta & Sri Soham Modi.
- (30) Sri Shoham Modi reply letter Dt. 19-7-2021.

SHOW CAUSE & LEGAL NOTICE

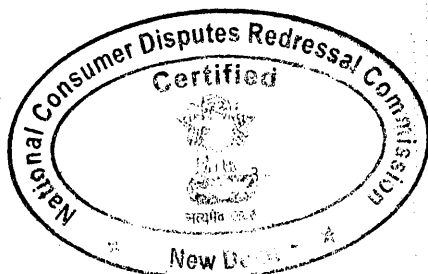
Sirs,

1. Under the instructions of my client "Vista Homes Owners Association", (and collective flat owners of Vista Homes), Kushaiguda, represented by its President Sri M. Sridhar and General Secretary Sri NVIDSA Phaniddra Nath, at Sy. No. 193 to 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103 (hereinafter called as "My Clients"), we hereby represent and issue this show cause & legal notice without prejudice to the exercise of any legal rights vested through

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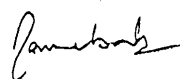
Courts of Law in India for enforcement of their rights & performances legally acquired.

2. All the facts mentioned in the following paragraphs of this letter are deemed to be understood by you and aware by the facts that are narrated in the following paragraphs. If you are represented by your counsel, please direct this letter to your legal counsel immediately and have your counsel notify us of such representation.
3. It is referred that my client is a resident's welfare organisation for Vista Homes, Kushaiguda, Sy. No. 193 to 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103. The resident welfare organisation is collectively holding the membership of all the residents in Vista Homes and each owner is collectively represented through this notice.
4. It is referred by my clients that you claim as Modi Properties Pvt. Ltd. as one amongst the leading builders in the twin cities of Hyderabad & Secunderabad, India. The Promoters of Modi Properties Pvt. Ltd. have been in the field of Real Estate Development since 1968. You claim to be specialized in providing high quality, yet affordable homes catering to the MIG (Gated Communities) & LIG (2BHK Apartments) segments in Telangana, India.
5. Your further claim that the projects of Modi Properties have been designed to provide a great lifestyle product to its customers. Care has been taken to ensure that important design parameters and amenities provided are tuned to the lifestyle of its customers. You also stated that your gated communities are designed to control the environment around the housing project. You further claim that Modi Properties has endeavoured to provide good quality construction with modern amenities at affordable prices for middle-income families.
6. It is referred by my clients that you are the Builders of residential project by name Vista Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered agreements for construction to the respective purchasers under references cited above (2) & (3).
7. It is referred by my clients that you have obtained GHMC permission for the construction of residential towers in Sy. No. 193 to 195 with Cellar for parking + Ground + 4 upper floors for residential flats consisting with 9 Blocks i.e., A to I and Ground + 4 upper floors for Amenities Block under reference cited above (1).



Amritha

8. It is referred by my clients that the flats constructed by you are sub-standard, without following the standards of constructions prescribed by the National Building Code Norms and deviating the permission given by GIIMC as referred in (1) above. Due to this, the residents and the owners (purchasers) of flats in Vista Homes are subjected to severe mental stress and health hazards.
9. It is referred by my clients that upon various representations given by the flat owners, you have not responded to any of their complaints and made them suffer and live in dilapidated conditions for the sake of purchasing their homes (flats) by investing their hard-earned money and also by obtaining financial loans from banks.
10. It is referred that my clients have brought to the notice of you and the concerned Municipal Authorities also. It is stated by my clients that you are managing the authorities and other officials from taking action against you for giving false information while issuing the occupancy certificates.
11. The Building permission (sanctioned) issued by the GIIMC vide ref. (1) above is very clear that the permission for construction is issued to adhere to the standards prescribed under G.O. Ms. No. 86, MA Dt. 03.03.2006, as amended in G.O. Ms. No. 168, MA, Dt. 07.04.2012 and National Building Code Norms stipulated by Bureau of Indian Standards, Fire Service Department No. 689/AD/FPW/GIIMC/2012 Dt. 17.07.2012 and also refer to the latest Real Estate (Regulation and Development) Act, 2016.
12. Now that my clients are constrained to issue this Show Cause & Legal Notice against your company for taking stringent actions by my clients including both Civil & Criminal unless the following issues as narrated point wise for your reference are resolved immediately.
- Issue of Drainage & Sewerage:**
13. It is brought to your notice since 2015 vide reference (4) to (30) above, that there is improper drainage and sewerage system causing water stagnation in Cellar Area, Lifts pits, Electrical room etc., leading to sewerage water stagnation for several days and thereby causing severe health hazards and unhygienic conditions. There is no space to clear the sludge from these septic tanks as the clearing vehicles cannot enter the cellar area. The drainage and septic tanks are improperly constructed in the cellar (parking area) under the roof, thereby these septic tanks are not suitable for cleaning and clearing the sludge.
14. Any septic tank over a period of time, sludge and scum layers will build up within the tank at a rate that's faster than the draining of the tank. In order to



get rid of the sludge and scum buildup, the septic tank must be cleaned on a relatively regular basis every year. Without cleaning the tank, the system will become inefficient and won't be able to effectively treat the wastewater & sludge that flows through it.

15. The standards prescribed by GHMC for sanction on the Building permission of Vista Homes is very clear and such Septic tanks and water sewerage tanks should not be placed under the roofs, near any walls and should be properly connected for drain-out. Further, as per standards, the septic tanks should be placed where clearing vehicles can easily approach for clearing the sludge on regular basis. (please refer to NBC Norms).

3.3.1. (IS:2470) - NBC Norms - *Septic tank should be located at a place open to the sky, as far away as possible from the exterior of the wall of the building and should not be located in swampy areas or areas prone to flooding. It should also be accessible for cleaning.*

16. Against the standards for construction of Septic Tanks, you have placed them under the cellar roofs, thereby causing severe problems. The sewerage water is seeped through the tank walls and enters into the Lift Pits and Electrical Rooms. This causes a severe problem and many times residents are falling ill. The whole sewerage system and septic tanks constructed in the cellar have become one-time use.

17. Another issue with the Sewerage is that you have not provided a proper exit for the sewerage connection and placed some pumping motors to leave it open in nearby open Nala which is against the rules. (please refer to NBC Code Norms). This causes severe damage to the environment.

3.1.3 (IS:2470) - NBC Norms - *Under no circumstances should effluent from a septic tank be allowed into an open channel drain or body of water without adequate treatment.*

3.1.6 (IS:2470) - NBC Norms - *When the pumping arrangement is provided before the septic tanks the sewage from the pump should not be discharged directly into the septic tank. Normally, the discharge from the pump is first lead into a tank and then sewage is allowed to flow into the septic tank gravitationally and the provisions of 3.1.5 shall be observed.*

18. Yet another problem is that you have not provided sufficient Sewerage and Septic Tanks suitable for all 400 units. For namesake, you have constructed few tanks and it has become a major problem to pump the sewerage into outside Nala on a minute-to-minute basis. If there is any power failure for a

Pamela

period of few hours, all our cellars are filled with Sewerage and Septic water including the lift pits, electricity rooms etc.,

Issue of Fire Safety:

19. As per the National Building Code Norms and Fire Safety Department norms, every builder has to provide with a proper water spray extinguishing system by connecting the same through a static water storage tank.

20. However, you have laid only pipes in the Cellar and not connected to neither pump nor water sump. These pipes are useless and cannot be used in case of any fire emergency in the buildings.

21. As per National Building Code norms and Fire Safety features, all residential buildings are classified as Category A and require prior approval from the Director of Fire before construction. After examining the required fire safety features, an Officer issues a NOC to the builder. Every building project (according to the National Building Code) should have the following built-in fire fighting features and equipment like Wet riser: a vertical pipe connected to the water tank built underground, Down comer: a vertical pipeline for the overhead tank, Hydrant: horizontal pipeline connected to the water tank, Water tanks: Underground water tank (capacity between 50,000 to 2,50,000 litres) and terrace water tank (capacity between 10,000 and 20,000 litres) etc. You have not even provided any such equipment in the Vista Homes and have managed to obtain a fire clearance certificate through illegal means.

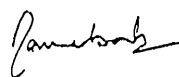
Issue of Municipal Water:

22. It is referred by my clients that, as per the agreement you have agreed to provide municipal water to each flat. With frequent follow-ups & requests to you, (and after one of the members filed a case with the District Consumer Forum) you have applied for the municipal water connection and provided the same recently. This water connection you have applied is insufficient for 400 flats. It shows that you have applied only for 164 flats, which is not even 50% of the dwelling units.

Other pending Issues

23. Further, with reference to above (1) to (25), several other issues in substandard construction is identified as below;

1. Insufficient storage capacity for manjiera and insufficient pumping capacity.



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2. Water leakage problem from outer walls and from top floors. Improper drainage in cellar causing water stagnation and unhygienic conditions.
3. Outer bounding walls having many cracks ready to collapse.
4. Water Harvesting Pits constructed but filled it with waste material its not functioning even unable to recharge bore wells.
5. Deficiency of power back up not able to receive 1KV and Insufficient transformer capacity due to which frequently current is tripping.
6. Sewerage treatment plant not constructed and discharging drainage water into nala without treating.
7. Not maintained security cameras and now its not functioning.
8. Improper maintenance of GYM and Club House.
9. Not maintained bore well motors and fixing insufficient motors.
10. In structure formed cracks and seepages in columns, beams & slabs, its losing strength.
11. In many flats poor plastering using poor quality material thereby causes leakages and water seepages from outer.
12. In many flats grouting work has not been done, causing all walls dampness.
13. Improper laying of walk way and approach road many utilization.

24. In this regard, we call upon you to explain regarding pending issues:

1. Why the Septic Tanks and Sewerage Tanks are constructed in the Cellar Area without following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks (IS: 2470).
2. You have shown in your marketing & structural brochure that M/s. Kulkarni Consultants, Hyderabad are the structural Engineers for this project. If not who is the registered designer who designed this project? As per the GHMC rules and NBC Norms, both Builder and Structural Engineers are liable for such misconduct and responsible for residents health hazards.
3. If such design for construction of Septic Tanks under the Cellar roof is approved by you, and what is the declaration given to GHMC for obtaining Occupancy Certificates?
4. Is this design of constructing Septic Tanks in the Cellar approved by the GHMC?
5. The fire extinguishing pipes are provided only in the Cellar area and are not connected to any motor or sump. This is a grave violation of the Fire Safety Norms, which may lead to severe life loss in case of any fire emergency. Why this work is unfinished?

Amritha

6.Regarding the Fire Safety measures, have you obtained prior approval from the Fire Safety Officer and NOC from the concerned department?

7.You have provided insufficient Municipal Water Connection for the flats for a requirement for 164 flats instead of 400 flats. Please explain?

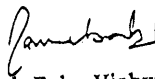
8.Several defects in the construction are identified as narrated in para 24 above and required your attention.

25. We bring it to your notice as a caution that recently Hon'ble Supreme Court (in the case of Padmini Infrastructure Development (I) Ltd. vs. Royal Garden Welfare Association) has taken seriousness of substandard construction and not providing amenities by the builder and directed the builder to pay a compensation of Rupees 60 lakhs to the resident welfare association for not fulfilling its promises regarding the provision of amenities and facilities and also directed to rectify their wrongs immediately.

26. Accordingly, as you are the builders, we issue this Show Cause & Legal Notice, for immediate attention and requirement to rectify the defects identified above by giving a schedule of dates for resolving, that are continuously been following up. You are also hereby called upon to submit the information sought in para 24 within 15 days.

27. Failing the above within a period of 15 days, our clients are constrained to institute Civil & Criminal Cases against you by making you liable for the health and mental damage being caused to the residents of Vista Homes from the date of occupation. Our Clients may also institute cases against you under the Real Estate (Regulation and Development) Act, 2016 for cancellation of license for building any such projects in future.

Take notice accordingly,


Ramesh Babu Vishwanath



CC:

1. Kulkarni Consultants, 216, II Floor, Kubera Tower, Narayanguda, Opposite Venketers Tank, Narayanguda, Hyderabad, Telangana 500029.
2. Commissioner, GHMC
3. Dy. Commisisoner, Kapra Circle, GHMC
4. District Fire Officer, Fire Services Department, Medchal Malkajgiri
5. One Office Copy.


(TRUE COPY)

C.BALAGOPAL
C.V.CHANDRAMOULI
Advocates

ANNEXURE C/6
49

Flat No.103, Suresh Harivillu Apt
Road No.12, West Marredpally
Secunderabad-500026

Registered Post Ack./Due

Dated: 13th December 2021

To
Ramesh Babu Vishwanaathulu,
Vishwanath Global Attorneys,
42-839, 2nd Floor, Meghana Akash Arcade,
Moula Ali, Hyderabad-500040.

REPLY NOTICE

This has reference to your notice dated 19-11-2021 addressed to our clients Mr.Soham Modi and Mr.Bhavesht Mehta which has been place in our hands with instructions to reply as below:

At the outset the contents of Your Notice are denied in entirety. Your notice does not comprise of true facts and has been issued on baseless grounds. Any allegation (s) not specifically denied should not be deems to have been admitted.

We would like to bring to your kind notice that only statutory authorities are entitled to issue Show Cause Notices. Your notice unauthorized, bad in law and without any locus standi.

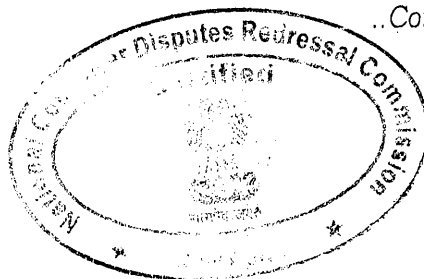
Further, your notice is addressed to our clients Mr. Bhavesht Mehta and Mr. Soham Modi in the individual capacities. When in fact your alleged grievances are in respect of the developer of the project, which is a separate legal entity.

Under instructions of our clients, without prejudice to the rights and remedies available to our clients in respect of the defamatory and baseless notice issued by You, we reply to the facts as follows.

..Contd Pg.2

1. The Point No's. 1 to 7 of your notice are formal and does not call for any specific reply.
2. The point No.8. of your notice: It is denied by our clients that the construction is not carried out by the developer as per the NBC norms. NBC norms have been diligently followed. Allegation is made without any proof or evidence or mere assumptions.
3. The Point No.9 of your notice : Our clients has reliably learnt that the the customer complaints are logged on to the database and promptly attended to by the developers team. The same is cross-checked by the QC team of the developer, adequately addressed, resolved and then closed.
4. The Point No.10 of your notice: We are given to understand that the Occupancy certificate (OC) was obtained by the developer after following all procedures and norms and after diligent inspection the GHMC officials. Your allegation that our clients has managed the officials is not just false but preposterous. Our clients reserves the right to take action against the defamatory and callous remarks being made by You.
5. Point No.11 & 12 of your notice : It does not call for any reply.
6. Point no. 13, 14, 15, 16 of your notice : We are given to understand that the septic tanks/sewage systems are constructed as per norms and was perfectly functioning from 31-1-2015 (Receipt of OC of A-Block) till handing over the housing project to the association on 01-10-2021. It appears that the damage or defect, if any, has occasioned on account of mismanagement of your clients.

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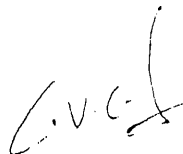


7. Point No. 17 of your notice : We are given to understand that the the septic tanks has been connected to the Nala by way of automatic submersible cutter type pumps which are specifically designed for the said purpose. Sewage has to be treated and connected to nearest Nala as per norms of PCB. Test report of discharge from the sewage is enclosed as (Annexure -1). The norms of PCB for discharge of sewage water into public sewers are given in the last column of the said report. Clearly the results are within the parameters specified by PCB.
8. Point No.18 of your notice : We are given to understand that the estimated capacity of septic tank for 377 units in the housing complex is 280 KLD. Septic of 140% capacity has been provided. 2 generators have been provided as power backup. The de-watering pumps are designed to run 24 x 7.
9. Point No. 19, 20, 21 of your notice : We are given to understand that the fire safety equipment has been installed as per norms, inspected by the fire department and NOC has been issued. Copy enclosed as (Annexure-2). Any damage or defect if any appears to have arisen on account of misuse all of which is attributable to Your client.
10. Point No. 22 of your notice : It is denied. We are given to understand that adequate water supply has been provided.
11. Point No.23 of your Notice : All the allegations mentioned in the entire para is denied. We are given to understand that adequate storage facility for water has been provided by the developer. All leakages were rectified at the time of handover of each block . Water harvesting structures have been provided and inspected by GHMC officials at the time of issuing OC Adequate power backup has been provided.

12. Security cameras were provided on both the gates. All equipment in gym and clubhouse was fully functional at the time of handover of the housing complex to your clients in 01-10-2021. Adequate bore wells have been provided. The Allegations about cracks in structure, poor plastering, grouting and improper laying of walkways is false and baseless. Your client is once again attempting to attribute the defaults on their part on to our clients.
13. Point No. 24 of your notice : Notwithstanding what is stated above, it is reiterated that Your Notice is addressed to individuals and not the developer. Further, the Notice as issued is without any authority under law and on false and frivolous, baseless grounds which does not warrant any reply.
14. Point No.25 of your notice : The construction is fully completed by the developer and was handed over to Your client after through inspection and consent of Your client. All customers/Owners have signed letter of possession, No due certificate. The developer has obtained Occupancy certificate for all blocks. Accordingly, the case law referred by you is not applicable.
15. Point No.26 of your notice : There are no defects that fall within our clients scope of work that need rectification.
16. Point No. 27 of your notice : The project Vista Homes does not fall under the provision of RERA Act and in any case the project is fully completed by our clients and has been handed over to Your client with active consent due inspection.

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In view of the above We hereby call upon you to withdraw your notice with immediate effect and advise Your Clients to desist from taking any step including, notices and representations to any authority. In the event, Your Clients acts in contravention to this reply notice or in a manner that is prejudicial to Our Clients, Our Clients shall be constrained to initiate appropriate proceedings against Your Clients before the competent court seeking appropriate relief's as are available to Our Clients under law and equity. Any such steps that Our Clients are constrained to initiate shall be at your sole risk, cost and responsibility further sum of Rs.25000/- is payable by your client towards the cost of this Reply.


C.BALAGOPAL
ADVOCATE

Enclosures:

1. Test Report of Sewage Water
2. Fire Department NOC.

Copy to:

1. Commissioner GHMC
2. Dy.Commissioner, Kapra Circle, GHMC.
3. District Fire Officer, Fire Services Department, Medchal Malkajgiri


(True Copy)

ANNEXURE 47

K. YADAGIRI RAO,
Advocate

207 & 208, Aditya Towers,
Vinayak Nagar, Neredmet,
Sec'bad-56.

Ph.No.9010295600

E-mail: yadagiriakarangula@gmail.com

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To

Date: 05-01-2022

1. Mr.Bhavesh Mehtha, S/o Late Vasant Mehta
Age 47 years Occ.: Business
Ex-President, Vista Homes Owners Association,
R/o. D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road, Secunderabad - 500 003
2. Mr.Soham Modi, S/o Satish Modi
Age 47 years, Occ.: Business
Ex-Secretary, Vista Homes Owners Association,
R/o. D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road, Secunderabad - 500 003

Under the instructions from my client Vista Homes Owners Association, represented by its President - M. Sridhar and General Secretary - NVDSA Phanindra Nath, at Sy.No. 193 to 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103, I address you as under:-

This notice issuing in continuation to earlier notice dated 14.07.2021 and your reply dated 19.07.2021.

1. It is represented to me that after receiving the notice date 14.07.2021 on your reply intimated to my client to collect the accounts from the year 2014-2015 to 2019-2020 accordingly my client visited your office and collected the audited accounts from you on 16.08.2021.



...Contd..2

2. It is represented that on verification of the accounts submitted by you my clients came to know that you have utilize the corpus fund amount of Rs.47,00,000/- (Forty Seven Lakhs only) into your building funds or for your company purpose and there is no proper accounts for the said amount.
3. It is represented that you have not refunded the amount of Rs.6,50,000/- (Six Lakhs Fifty Thousand only) as per the balance sheet dated 31.03.2020. My client requested you several time through phone calls but there is no reply from you, finally they have sent a notice to you dated 25.08.2021.

Therefore I call upon you to settle the account as stated above within 1 week from the date of receipt of this notice, failing which my client would be constrained to initiate appropriate legal proceedings, both civil and criminal, holding you both responsible for the costs and consequences arising thereof.

The cost of this legal notice is Rs.10,000/- is to be borne by you.

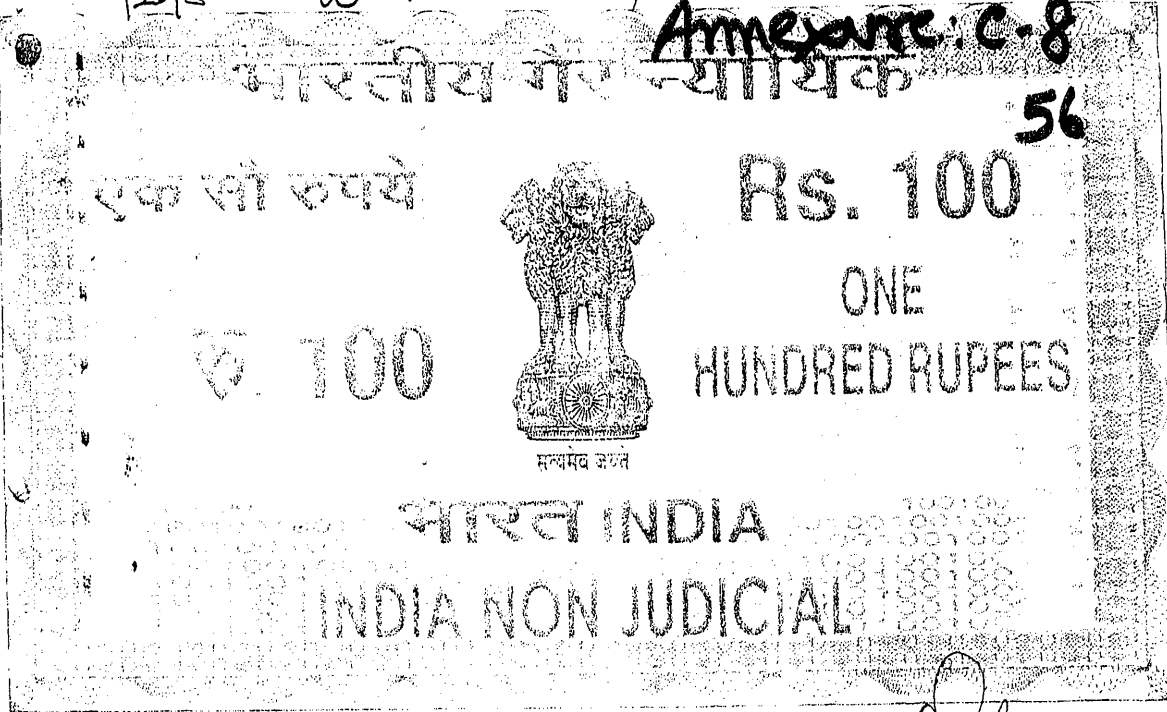

(K. YADAGIRI RAO)
Advocate


(True Copy)

1248 W.S.O. 1229/2018

Annexure: C-8

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తెలంగాణ తెలంగాణ TELANGANA

S.No. 448

Date: 22-01-2018

Sold to: MAHENDAR

S/o. MALLESH

For Whom: VISTA HOMES.

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-025/2018

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

P 726304

SALE DEED

* This Sale deed is made and executed on this the 26th day of February 2018 at S.R.O, Kapra, Medchal-Malkajgiri District by and between:

1. M/s. Vista Homes {Pan No. AAGFV2068P}, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003., represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad {Pan No. ABMPM6725H} and (2). Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 46 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad {Pan No. ABMPM6754C}.
2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 46 years, Occupation: Business, resident of Plot No. 275, Venkateswara Colony, Meerpet, Moulali, Hyderabad rep. by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Late Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad and (2). Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 46 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad, hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

FOR VISTA HOMES

FOR VISTA HOMES

Presentation andorsement

Presented in the Office of the Sub Registrar, Kapra along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 14275/- paid between the hours of _____ on the 03rd day of MAR, 2018 by Sri Soham Mani

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Link Thumb Impression
1	CL		 AMRUTHA LAKSHMI [1526-1-2018-1248]	AMRUTHA LAKSHMI W/O. SANDEEP KUMAR BHOOPATI HNO.2-2-1144/11/1 NEW NALLAKUNTA, HYD	<i>Amrutha Lakshmi</i>
2	CL		 SANDEEP KUMAR BHOOPATI [1526-1-2018-1248]	SANDEEP KUMAR BHOOPATI S/O. B.VENKATA MANOHER RAO HNO.2-2-1144/11/1 NEW NALLAKUNTA, HYD	<i>S. Sandeep</i>
3	EX		 [1526-1-2018-1248] EX	VENDORS REP BY GPA K.PRABHAKAR REDDY S/O. K.PADMA REDDY 5-4-187/3&4 II FLOOR, SOHAM MANSION M.G.ROAD SECBAD	<i>K. Prabhakar</i>

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 D SREEKANTH:03/03/2011 [1526-1-2018-1248]	D SREEKANTH R/O.16-2-701/9/5 ANAND NAGAR MALAKPET HYD	<i>D Sreekanth</i>
2		 M N RAMACHANDRA RAO [1526-1-2018-1248]	M N RAMACHANDRA RAO R/O.2-17-127/125 SRI RAGHAVENDRA NAGAR UPPAL	<i>M N Ramachandra Rao</i>

03rd day of March,2018

Signature of Sub Registrar
Kapra

E-KYC Details as received from UIDAI

Sl No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX7760 Name: Sandeep Kumar Bhooapati	S/O Bhooapati Venkata Manohar Rao, Uppal, Uppal, K.v. Rangareddy, Telangana, 500039	

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IN FAVOUR OF

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1. Mr. Sandeep Kumar Bhoopati, Son of Mr. B. Venkata Manohar Rao aged about 32 years {Pan No. BHLPB0590F, Aadhaar No. 6229 8208 7760} and
2. Mrs. Amrutha Lakshmi, Wife of Mr. Sandeep Kumar Bhoopati aged about 25 years both residing at H. No: 2-2-1144/11/1, New Nallakunta, Hyderabad {Aadhaar No. 6161 1450 9276} hereinafter referred to as the 'Purchaser'

The term Vendor and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

Wherever the Vendor/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this deed in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Vendor/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S. No.	Deed Doc. No.	Dated	Extent of Land
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac. 1-10 gts.
3.	4325/2007	16.06.2007	Ac. 0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac. 1-02 gts.

- 1.2 The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

- 1.3 The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy..
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

FOR VISTA HOMES

Partner

FOR VISTA HOMES

Partner

2. DETAILS OF PERMITS:

- 2.1 The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop / has developed the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. 9 blocks of flats labeled as A to I are proposed to be constructed.
 - 3.1.2. Each block consists of ground + 4 upper floors.
 - 3.1.3. Parking is proposed to be provided in the basement floor common to all the blocks.
 - 3.1.4. Total of 403 flats are proposed to be constructed.
 - 3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.
 - 3.1.6. Clubhouse consisting of ground + 3 upper floors admeasuring about 10,000 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, childrenspark, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
 - 3.1.7. Each flat shall have a separately metered electric power connection.
 - 3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
 - 3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant.
 - 3.1.10. The proposed flats will be constructed strictly as per the design proposed by the Vendor. The Vendor reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.
 - 3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
 - 3.1.12. The Vendor shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of flats/blocks.
- 3.2. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Vista Homes shall always be called as such and shall not be changed.

4. SCHEME OF SALE / PURCHASE :

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.

For VISTA HOMES

 Partner

For VISTA HOMES

 Partner



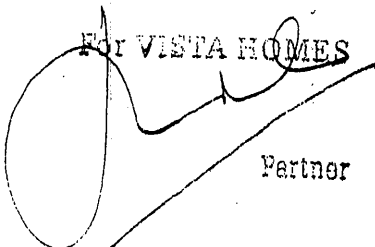
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(Kapra)

- 4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share in the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Flat.
- 4.3 The Purchasers of the flats in the housing complex shall share all the common amenities provided by the Vendor within the Scheduled Land such as clubhouse, swimming pool, roads, passages, corridors, staircase, open areas, electric power infrastructure, water supply infrastructure, generator backup infrastructure, etc., without claiming exclusive ownership rights on any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual flat owners in the Housing Project.
- 4.4 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its nominees.
- 4.5 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 Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.
5. DETAIL OF FLAT BEING SOLD:
- 5.1 The Vendor hereby sells to the Purchaser a flat in the Housing Project along with reserved car parking space and proportionate undivided share in the Scheduled Land and the details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure – A attached to this deed. Hereinafter, the flat mentioned in Annexure – A is referred to as the Scheduled Flat.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendor or anyone claiming through them.
- 5.3 The Vendor hereby covenants that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Flat unto and in favour of the Purchaser in the concerned departments.
- 5.4 The Vendor hereby covenants that the Vendor has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Flat 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 VISTA HOMES



Partner

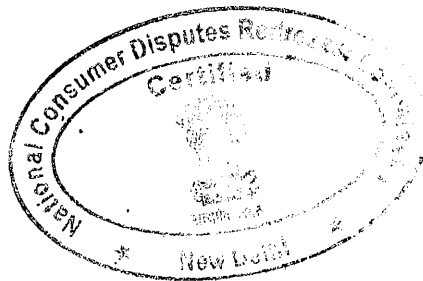
For VISTA HOMES



Partner

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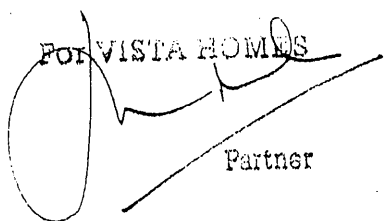
- 5.5 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Purchaser shall not hereafter, raise any objection on this count.
- 5.6 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.
- 5.7 The plan of the Scheduled Flat constructed is given in Annexure - B attached herein.
The layout plan of the Housing Project is attached as Annexure - C herein.
- 5.8 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lumpsum amount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.

6. SALE CONSIDERATION:

- 6.1 The Vendor hereby sells the Scheduled Flat and the Purchaser hereby shall become the absolute owner of the Scheduled Flat. The Purchaser has paid the entire sale consideration to the Vendor and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure - A.
- 6.2 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of providing water through government/ quazi government authorities like the water board, municipal corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is being provided by such a government/ quazi government body on a pro-rata basis.

7. COMPLETION OF CONSTRUCTION & POSSESSION:

- 7.1 The Purchaser has inspected the Scheduled Flat and hereby confirms that the construction of the Scheduled Flat has been completed in all respects and that the Purchaser shall not raise any objections on this count hereafter.
- 7.2 Hereafter, the Purchaser shall be responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor /Association shall be entitled to recover such dues, if any, from the Purchaser.

For VISTA HOMES

Partner

For VISTA HOMES

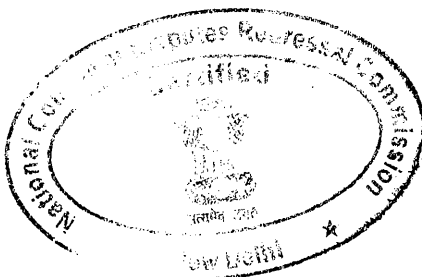
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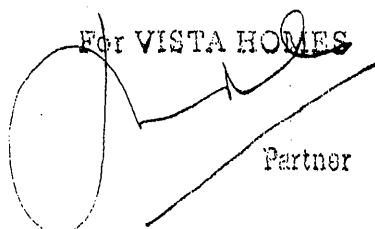


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- 7.3 Hereafter the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Scheduled Flat including property/ municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.
- 7.4 The Purchaser is deemed to have been handed over vacant possession of the Scheduled Flat on this day.
8. OWNERS ASSOCIATION:
- 8.1 That the Purchaser shall become a member of the association / society that has been formed (details of association are given in annexure - A) to look after the maintenance of the Housing Project and shall abide by its rules.
- 8.2 In case the society / association has yet to be formed, the Purchaser shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor.
- 8.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.
- 8.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.
- 8.5 The monthly maintenance charges payable to the Association are proposed to be increased from time to time and the Purchaser shall be liable to pay such increased charges.
- 8.6 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/correction of defects in construction, if any, is the responsibility of the Vendor and the Purchaser agrees to not withhold payment of monthly maintenance charges.
- 8.7 The Vendor shall be entitled to form the Owners Association and draft its bye-laws as he deems fit and proper. The Vendor and its nominees shall be the founding members of the Association. The Association shall be handed over to the members of the Association (i.e., prospective purchasers) at the time of completion of the entire Housing Project, by calling for elections for its executive committee members. Till such time the Vendor and its nominees shall run the day today affairs of the Association. The Purchaser shall not raise any objection on this count.

For VISTA HOMES

 Partner

For VISTA HOMES

 Partner



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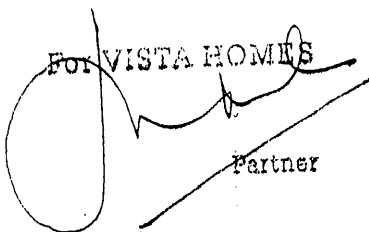


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9. RESTRICTION ON ALTERATIONS & USE:

- 9.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Housing Project.
- 9.2 That the Purchaser shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2025 and all the flats in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.
- 9.3 That the Purchaser or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Purchaser shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the Purchaser, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (b) use the flat for any illegal, immoral, commercial & business purposes. (c) use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project (d) store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (l) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw wires outside conducting provided for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.
- 9.4 The Vendor/Association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damaged caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

For VISTA HOMES

 Partner

For VISTA HOMES

 Partner



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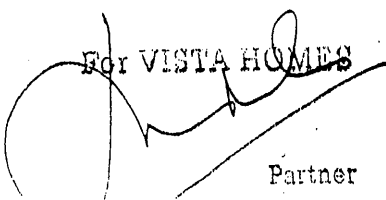
10. NOC FOR SURROUNDING DEVELOPMENT :

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- 10.1 The Vendor proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed on the Scheduled Land. The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Purchaser agrees to not raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the Scheduled Land. The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land. Such land in the vicinity of the Scheduled Land may be continuous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.
- 10.2 That rights of further construction in and around the Scheduled Flat, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser 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 Purchaser.
- 10.3 That the Purchaser shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 Housing Project and in respect to the Scheduled Flat and also the adjoining flats/blocks.
- 10.4 The Vendor reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor as and when called for.

11. COMPLIANCE OF STATUTORY LAWS:

- 11.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and his successors-in-interest. The Purchaser shall ensure that this condition shall explicitly mentioned in conveyance deeds executed in favour of his successors-in-interest. The conditions laid by the following authorities (but not limited to them) shall be deemed to be apply to the Purchaser:
- 11.1.1 The defense services or allied organizations.
 - 11.1.2 Airports Authority of India.
 - 11.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction
 - 11.1.4 Fire department.
 - 11.1.5 Electricity and water supply board.

For VISTA HOMES

Partner

For VISTA HOMES

Partner



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11.1.6 Government authorities like MRO, RDO, Collector, Revenue department, etc.

11.1.7 Irrigation department.

11.1.8 Environment department and pollution control board.

11.2 Any conditions that are laid out in the Real Estate Regulation Act from time to time shall be applicable to the Vendor and Purchaser. Terms and conditions laid down in this deed shall have precedence over rules and regulations that have not been explicitly defined in the Act or deemed to be unalterable in the Act.

12. GUARANTEE OF TITLE:

12.1 That the Vendor covenants with the Purchaser that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc., and the Vendor confirms that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Purchaser only to the extent and limited to any claims made by any party in respect to the ownership and title of the Scheduled Flat or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Flat and shall not make any claims on that count hereafter.

13. OTHER TERMS:

13.1 That the Purchaser shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the Scheduled Flat on account of joint ownership of the common amenities by number of persons.

13.2 That the Purchaser shall impose all the conditions laid down in the deed upon the transferee, tenant, occupiers or user of each flat. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the flat and the transfer of all or any rights therein shall only be subject to such conditions.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac. 5-25 Gts., in Sy. Nos. 193 (Ac.2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

For VISTA HOMES

Partner

VENDOR

(M/s. Summit Housing Pvt. Ltd.,
Rep. by Soham Modi)

For VISTA HOMES

Partner

VENDOR

(Bhavesh V. Metha)

PURCHASER

Amrutha Lakshmy



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Kapra

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ANNEXURE- A

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1.	Names of Purchaser:	1. Mr. Sandeep Kumar Bhoopati 2. Mrs. Amrutha Lakshmi
2.	Purchaser's residential address:	H. No: 2-2-1144/11/1, New Nallakunta, Hyderabad.
3.	Pan no. of Purchaser:	BHLPB0590F
4.	Aadhaar card no. of Purchaser:	1. 6229 8208 7760 & 2. 6161 1450 9276
5.	Name address & registration no. of Owners Association	M/s. Vista Homes Owners Association having its office at Sy. Nos. 193, 194 & 195 of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District vide regd. no. 791 of 2014
6.	Details of Scheduled Flat:	
	a. Flat no.:	403 on the fourth floor, in block no. 'C'
	b. Undivided share of land:	57.71 Sq. yds.
	c. Super built-up area:	950 Sft.
	d. Built-up area + common area:	768+ 182.
	e. Carpet area	649 Sft.
	f. Car parking area	100 Sft.
7.	Total sale consideration:	Rs. 28,54,500/- (Rupees Twenty Eight Lakhs Fifty Four Thousand Five Hundred Only)
8.	Details of payment:	
		1. Rs.22,00,000/- (Rupees Twenty Two Lakhs Only) paid by way of cheque no.303721, dated 22.02.2018 issued by Housing Development Finance Corporation Ltd., Hyderabad.
		2. Rs.4,00,000/- (Rupees Four Lakhs Only) paid by way of cheque no.000010, dated 08.01.2018 drawn on HDFC Bank Ltd.,
		3. Rs.2,00,000/- (Rupees Two Lakhs Only) paid by way of cheque no.000005, dated 30.09.2017 drawn on HDFC Bank Ltd.,
		4. Rs.54,500/- (Rupees Fifty Four Thousand and Five Hundred Only) paid by way of cheque no.000014, dated 17.02.2018 drawn on HDFC Bank Ltd.,

For VISTA HOMES

For VISTA HOMES

Partner

Partner

VENDOR

VENDOR

(M/s. Summit Housing Pvt. Ltd.,
Rep by Soham Modi)

(Bhavesh V. Metha)

B. Sandeep
PURCHASER

Amrutha Lakshmi



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Sub Registrar
Kapra

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9.

Description of the Schedule Flat:

All that portion forming a deluxe apartment bearing flat no. 403 on the fourth floor, in block no. 'C' admeasuring 950 sft. of super built-up area (i.e., 768 sft. of built-up area + 182 sft. of common area, 649 sft of carpet area) together with proportionate undivided share of land to the extent of 57.71 sq. yds. and a reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as "Vista Homes", forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District and bounded as under:

North by : Open to Sky
 South by : Open to Sky
 East by : Open to Sky
 West by : 6'-6" wide corridor

ANNEXURE-1-A

1. Description of the Building : DELUXE apartment bearing flat no. 403 on the fourth floor, in block no. 'C' of "Vista Homes", Residential Localities, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District.

(a) Nature of the roof : R. C. C. (Basement + Ground Floor + 4 Upper Floors)

(b) Type of Structure : Framed Structure

2. Age of the Building : New

3. Total Extent of Site : 57.71 sq. yds, U/s Out of Ac. 5-25 Gts.

4. Built up area Particulars:

a) In the Basement Floor : 100 sft. Parking space for one car

b) In the Fourth Floor : 950 sft

5. Annual Rental Value : ---

6. Municipal Taxes per Annum : ---

7. Executant's Estimate of the MV of the Building : Rs. 28,54,500/-

Date: 26.02.2018

For VISTA HOMES

Partner

For VISTA HOMES

Partner

Signature of the Vendor

CERTIFICATE

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

For VISTA HOMES

For VISTA HOMES

Partner

Partner

Signature of the Vendor

Date: 26.02.2018

Signature of the Purchaser

Amrutha Lakshmi

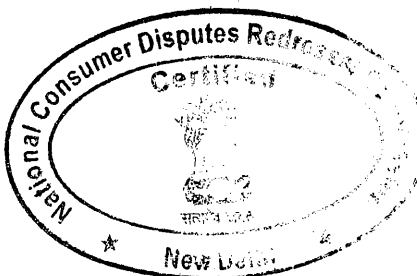
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Kapra

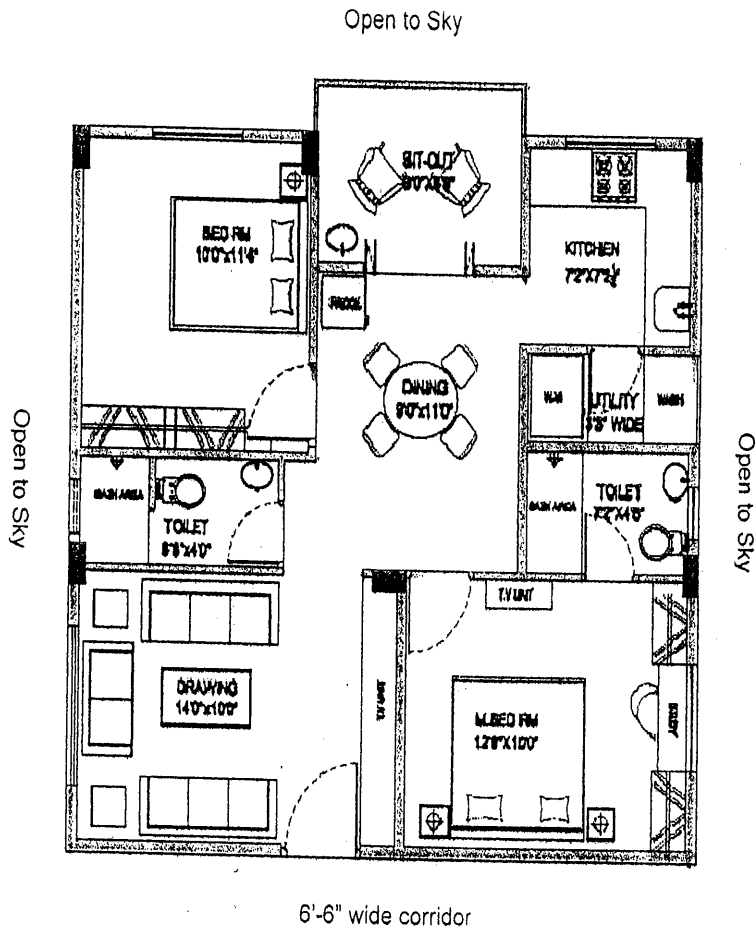


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ANNEXURE - B

78

Plan of the Scheduled Flat:



For VISTA HOMES

 Partner
 VENDOR
 (M/s. Summit Housing Pvt. Ltd.,
 Rep. by Soham Modi)

For VISTA HOMES

 Partner
 VENDOR
 (Bhavesh V. Metha)

PURCHASER
 Anuradha Lakshmi



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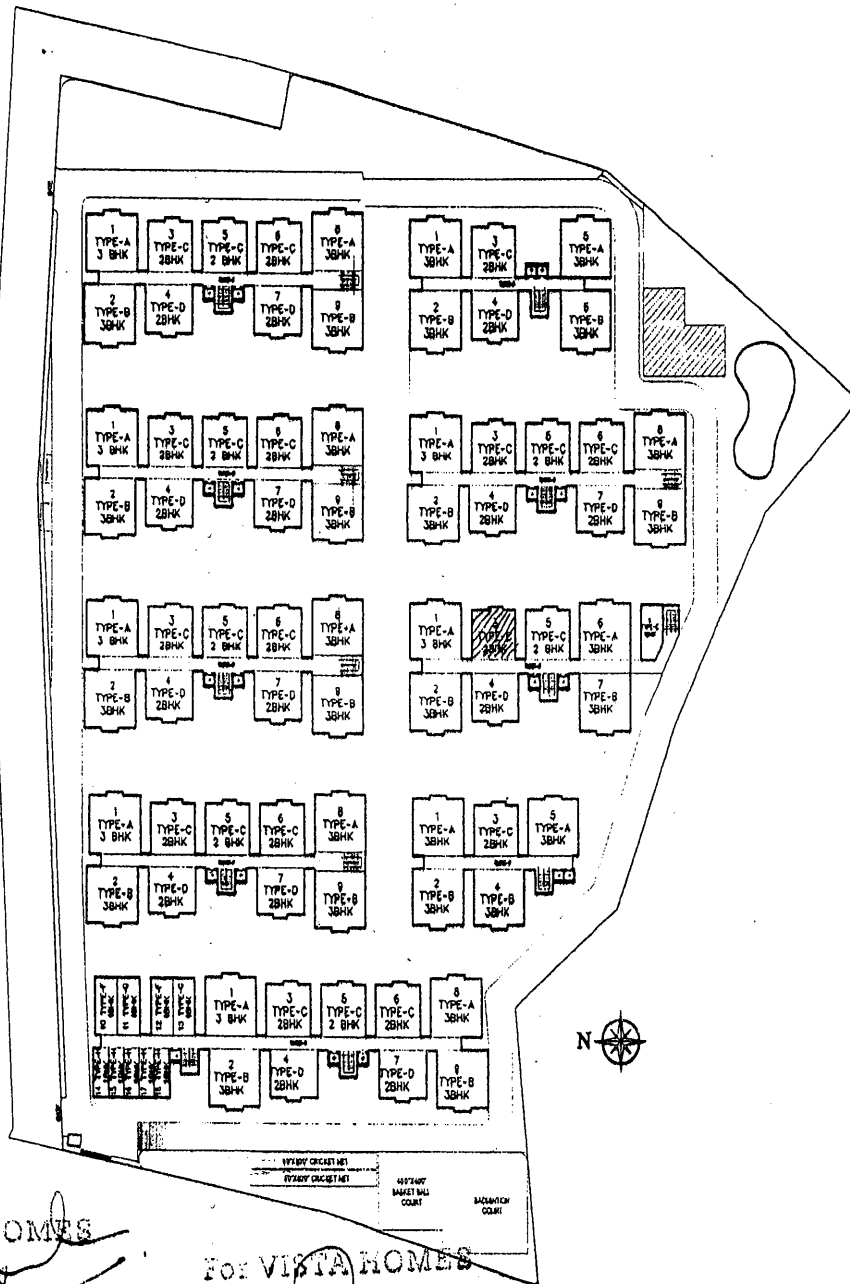
Bk - 1, CS No 1248/2018 & Doct No
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ANNEXURE - C

Layout plan of the Housing Project:

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FOR VISTA HOMES

FOR VISTA HOMES

Partner

Partner

VENDOR

VENDOR

(M/s. Summit Housing Pvt. Ltd.,
Rep. by Soham Modi)

(Bhavesh V. Metha)

PURCHASER

Amritha Lakshmi



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KAPRA

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

SL. NO. FINGER PRINT
IN BLACK
(LEFT THUMB)

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER

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VENDOR:

M/S. VISTA HOMES,
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD
REPRESENTED BY ITS PARTNERS:

1. M/S. SUMMIT HOUSING PVT. LTD., REP. BY
AUTHORISED SIGNATORY
MR. SOHAM MODI,
S/O. LATE SATISH MODI
R/O. PLOT NO. 280, ROAD NO. 25
JUBILEE HILLS, HYDERABAD- 500 034.
2. SHRI. BHAVESH V. MEHTA,
S/O. LATE VASANT U. MEHTA
R/O. UTTAM TOWERS
D. V. COLONY, P. G. ROAD
SECUNDERABAD - 500 003.

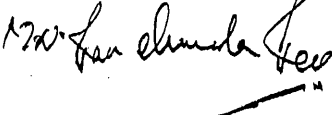
GPA FOR PRESENTING DOCUMENTS:
VIDE DOC NO. 121/BK-IV/2015 Dt. 18.11.2015:
AT SECUNDERABAD:

MR. K. PRABHAKAR REDDY
S/O. MR. K. PADMA REDDY
(O). 5-4-187/3 & 4, II FLOOR
SOHAM MANSION
M.G. ROAD
SECUNDERABAD -500 003.

PURCHASER:

1. MR. SANDEEP KUMAR BHOOPATI
S/O. MR. B. VENKATA MANOHER RAO
R/O. H. NO: 2-2-1144/11/1
NEW NALLAKUNTA
HYDERABAD.
2. MRS. AMRUTHA LAKSHMI
W/O. MR. SANDEEP KUMAR BHOOPATI
R/O. H. NO: 2-2-1144/11/1
NEW NALLAKUNT
HYDERABAD

SIGNATURE OF WITNESSES:

1. 
2. 

For VISTA HOMES

Partner

For VISTA HOMES

Partner

SIGNATURE OF THE VENDOR





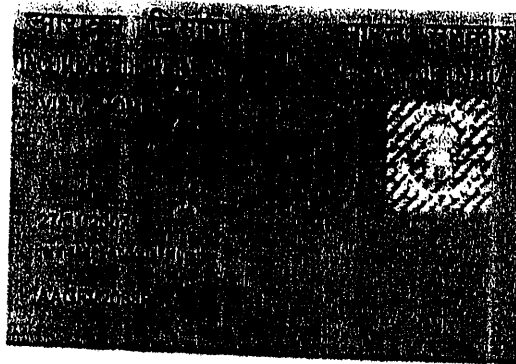
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Kapra

VENDOR:

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विवरण संख्या / PERMANENT ACCOUNT NUMBER
ABMRM6725H

नाम / NAME
SOHAN SATISH MODI

पिता का नाम / FATHER'S NAME
SATISH MANILAL MODI

जन्म तिथि / DATE OF BIRTH
18-10-1969

हस्ताक्षर / SIGNATURE

मुख्य आयुक्त, आयकर विभाग, अरुणचल प्रदेश
Chief Commissioner of Income-tax, Arunachal Pradesh

FOR VISTA HOMES

Partner

विवरण संख्या / PERMANENT ACCOUNT NUMBER
ABMPM6754C

नाम / NAME
BHAVESH VASANT MEHTA

पिता का नाम / FATHER'S NAME
VASANT UTTAMLAL MEHTA

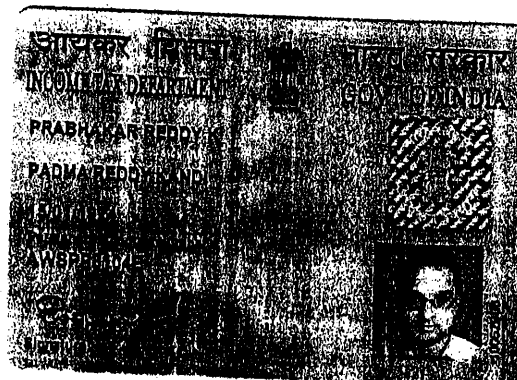
जन्म तिथि / DATE OF BIRTH
02-03-1970

हस्ताक्षर / SIGNATURE

मुख्य आयुक्त, आयकर विभाग, अरुणचल प्रदेश
Chief Commissioner of Income-tax, Arunachal Pradesh

FOR VISTA HOMES

Partner



Aadhaar No 3287 6953 9204



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भारत सरकार
GOVERNMENT OF INDIA

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



సంపత్ కుమార్ భూపతి
Sandeep Kumar Bhocpathi
పుట్టిన తేదీ/ DOB: 14/03/1935
పురుషుడు / MALE

చిరునామా:

Address:

సంబంధములు: భూపతి వెంకటా

S/O: Bhocpathi Venkata
Manonar Rao, plot no-147,
Raghavendra nagar, near
annapurna nagar bus stop,
Uppal, K.V. Rangareddy,
Telangana - 500039

మనోహర రావు ప్లాట్ నెం.147,

రామచంద్ర నగర్, అన్నపూర్ణ నగర్

టస్ట్ స్ట్రీట్, ఉప్పల్, కే.వి.

రంగారెడ్డి,

తెలంగాణ - 500039

6229 8208 7760

6229 8208 7760

నా ఆదార్ - నా గుర్తింపు

MEERA AADHAAR, MERI PEHACHAN

భారత ప్రభుత్వం

Unique Identification Authority of India

సమాచార సంఖ్య/ Enrolment No.: 1094/91002/15713

04/12/2012

To
Chakuntla Anurutha Lakshmi
చాకుంట లక్ష్మి లక్ష్మి
D/O: Chakuntla Rama Gopal Rao
H No 1-3-84
Krushna Nagar
Jadial Mandalam
Jadial, Karim Nagar
Andhra Pradesh - 505327

KL05154895810F
5154895

Anurutha Lakshmi
మీ ఆదార్ సంఖ్య / Your Aadhaar No.:
6161 1450 9276

ఆదార్ - సామాన్యుని హక్కు



చాకుంట లక్ష్మి లక్ష్మి
Chakuntla Anurutha Lakshmi

పుట్టిన తేదీ/ Year of Birth: 1992
స్త్రీ / Female

6161 1450 9276

ఆదార్ - సామాన్యుని హక్కు

భారత ప్రభుత్వం

Unique Identification Authority of India

అమ్మమ్మ/ Enrolment No.: 2189/64208/76229

To
Dandamayakula Srekanth
S/O Dandamayakula Sreedar Rao
16-2-701/9/5
anand nagar
malak pet
Hyderabad
Hyderabad Andhra Pradesh - 500036
9676850607

Generation Date: 27/02/2017

Signature valid

ఆదార్ సంఖ్య / Your Aadhaar No.:
8734 5446 5567

నా ఆదార్, నా గుర్తింపు

8734 5446 5567

భారత ప్రభుత్వం
Government of India

దండమాయకుల శ్రీకాంత్
Dandamayakula Srekanth
పుట్టిన తేదీ/DOB: 02/05/1981
పురుషుడు/ MALE



8734 5446 5567

నా ఆదార్, నా గుర్తింపు

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Maddali Naga Ramachandra Rao
Maddali Naga Ramachandra Rao

పుట్టిన సంవత్సరం / Year of Birth : 1965
పురుషుడు / Male

3434 8960 7221



భారత సంఘీభావన ప్రాధికార సంస్థ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా:
S/O Maddali Naga Ramachandra Rao
2-17-127/125, Sri Raghavendra Nagar Co
Near Ganesh Temple
Sri Raghavendra Nagar Colony, Uppal
Rangareddi, Andhra Pradesh, 500039

Address:
S/O Maddali Naga Ramachandra Rao
2-17-127/125, Sri Raghavendra Nagar
Near Ganesh Temple
Sri Raghavendra Nagar Colony, Uppal
Rangareddi, Andhra Pradesh, 500039

Aadhaar - Saamanyuni Hakku

అధార్ - సామాన్యని హక్కు

Maddali Naga Ramachandra Rao

YES BANK LTD.

DEMAND DRAFT

4th Floor, Nehru Centre,
Discovery of India Building, Dr.A.B. Road,
Worli, Mumbai - 400018, India

VALID FOR THREE MONTHS FROM DATE OF ISSUE

D D M M Y Y Y Y

A/C No. 1248/2018 & Doct No 1229

On Demand

or Order

को या उनके आदेश पर

Rupees

रुपये

अदा करें

₹ 10,000.00

For YES BANK LTD.

A. Ramachandra Rao
Dy. Secy
AUTHORISED SIGNATORY(IES)

YES BANK LTD.
DRAWEE BANK AND BRANCH

ISSUING BANK AND BRANCH

⑈ 187877⑈ 000532000⑈

16

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1506

D. No. 1188/2019

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తెలంగాణ తేలంగానా TELANGANA

S.No. 3481 Date: 08-02-2019

Sold to: MAHENDAR

S/o. MALLESH

For Whom: VISTA HOMES.

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No. 16-05-059/2012,

R.No. 16-05-025/2018

Plot No. 227, Opp. Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

SALEDEED

This Sale deed is made and executed on this the 1st day of March 2019 at S.R.O, Kapra, Medchal Malkajgiri District by and between:

1. M/s. Vista Homes {Pan No. AAGFV2068P}, a registered Partnership firm having its office at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003., represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory Shri Soham Modi, S/o. Late Satish Modi, aged about 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad {Pan No. ABMPM6725H} and (2). Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 47 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad {Pan No. ABMPM6754C}.
2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 46 years, Occupation: Business, resident of Plot No. 275, Venkateswara Colony, Meerpet, Moulali, Hyderabad rep. by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Late Satish Modi, aged about 48 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad and (2). Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 47 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad, hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

For VISTA HOMES

For VISTA HOMES

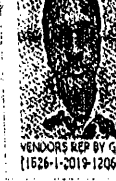
Page 1

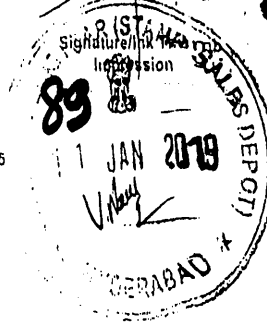
Partner

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Kapra along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 21665/- paid between the hours of 3 and 5 on the 01st day of MAR, 2019 by Sri Soham Modi

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address
1	CL		 VELAPATI NARENDAR [1526-1-2019-1206]	VELAPATI NARENDAR REDDY S/O. V.NARSIMHA REDDY HNO.1-10-28/232/27/1 ROAD NO.5 SHIVA SAI NAGAR, ECIL HYD
2	CL		 JANAPALLI ARUNA [1526-1-2019-1206]	JANAPALLI ARUNA W/O. VELAPATI NARENDAR REDDY HNO.1-10-28/232/27/1 ROAD NO.5 SHIVA SAI NAGAR, ECIL HYD
3	EX		 VENDORS REP BY GPA [1526-1-2019-1206]	VENDORS REP BY GPA K.PRABHAKAR REDDY S/O. K.PADMA REDDY 5-4-187/3&4 II FLOOR, SOHAM MANSION M.Q.ROAD SECBAD



[Handwritten signature]

[Handwritten signature]

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address
1		 K SRINIVASA RAO [1526-1-2019-1206]	K SRINIVASA RAO R/O.KAPRA ECIL HYD
2		 A VENKATESHWARLU [1526-1-2019-1206]	A VENKATESHWARLU R/O.KUSHAIGUDA HYD

Signature

K. Srinivasa Rao

[Handwritten signature]

[Handwritten signature]

01st day of March, 2019

Signature of Sub Registrar
Kapra

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX0204 Name: Kandli Prabhakar Reddy	Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX4764 Name: Janapalli Aruna	W/O Velapali Narendar Reddy, Ranga Reddy Dist, Hyderabad, Andhra Pradesh. 500062	

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IN FAVOUR OF

90

1. Mrs. Janapalli Aruna, Wife of Mr. Velapati Narendar Reddy aged about 53 years {Pan No. AMMPJ3712A, Aadhaar No. 7262 4498 4764} and
2. Mr. Velapati Narendar Reddy, Son of Mr. V. Narsimha Reddy, aged about 56 years, both residing at H. No. 1-10-28/232/27/1, Road No. 5, Shiva Sainagar, Kushaiguda, ECIL, Hyderabad - 500 062 {Pan No. AIYPV1387P, Aadhaar No. 2543 3702 4656} hereinafter referred to as the 'Purchaser'

The term Vendor and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

Wherever the Vendor/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this deed in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Vendor/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. **TITLE OF PROPERTY:**

- 1.1 The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac.2-21 Gts.) 194 (Ac.1-02 Gts.) & 195 (Ac.2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District admeasuring about Ac.5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S. No.	Deed Doc. No.	Dated	Extent of Land
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac.1-10 gts.
3.	4325/2007	16.06.2007	Ac.0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac.1-02 gts.

- 1.2 The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

- 1.3 The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

For VISTA HOMES

For VISTA HOMES

E-KYC Details as received from UIDAI:

SI No Aadhaar Details

Address:

Photo

3

Aadhaar No: XXXXXXXX4656

Name: Velapati Narendar Reddy

S/O Velapati Narashima Reddy,
Ranga Reddy Dist, Hyderabad, Andhra Pradesh,
500062

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Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	173220	0	0	0	173320
Transfer Duty	NA	0	64995	0	0	0	64995
Reg. Fee	NA	0	21665	0	0	0	21665
User Charges	NA	0	100	0	0	0	100
Total	100	0	259980	0	0	0	260080

Rs. 233215/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 21665/- towards Registration Fees on the chargeable value of Rs. 4333000/- was paid by the party through E-Challan/BC/Pay Order No. 323LQT150219 dated 15-FEB-19 of SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 259980/-, DATE: 15-FEB-19, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 8570161517519, PAYMENT MODE: CASH-1000200, ATRN: 8570161517519, REMITTER NAME: JANAPALLI ARUNA, EXECUTANT NAME: VISTA HOMES, CLAIMANT NAME: JANAPALLI ARUNA AND OTHERS)

Date:

01st day of March, 2019

Signature of Registering Officer

Kapra

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2. DETAILS OF PERMITS:

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- 2.1 The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop / has developed the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:

- 3.1.1. 9 blocks of flats labeled as A to I are proposed to be constructed.
- 3.1.2. Each block consists of ground + 4 upper floors.
- 3.1.3. Parking is proposed to be provided in the basement floor common to all the blocks.
- 3.1.4. Total of 403 flats are proposed to be constructed.
- 3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.
- 3.1.6. Clubhouse consisting of ground + 3 upper floors admeasuring about 10,000 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, childrenspark, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
- 3.1.7. Each flat shall have a separately metered electric power connection.
- 3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
- 3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant.
- 3.1.10. The proposed flats will be constructed strictly as per the design proposed by the Vendor. The Vendor reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.
- 3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
- 3.1.12. The Vendor shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of flats/blocks.

- 3.2. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Vista Homes shall always be called as such and shall not be changed.

4. SCHEME OF SALE / PURCHASE :

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.

For VISTA HOMES

For VISTA HOMES

Partner

Partner



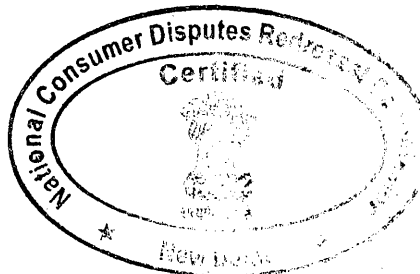
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- 4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share in the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Flat.
- 4.3 The Purchasers of the flats in the housing complex shall share all the common amenities provided by the Vendor within the Scheduled Land such as clubhouse, swimming pool, roads, passages, corridors, staircase, open areas, electric power infrastructure, water supply infrastructure, generator backup infrastructure, etc., without claiming exclusive ownership rights on any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual flat owners in the Housing Project.
- 4.4 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its nominees.
- 4.5 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 Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.
5. DETAIL OF FLAT BEING SOLD:
- 5.1 The Vendor hereby sells to the Purchaser a flat in the Housing Project along with reserved car parking space and proportionate undivided share in the Scheduled Land and the details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure – A attached to this deed. Hereinafter, the flat mentioned in Annexure – A is referred to as the Scheduled Flat.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendor or anyone claiming through them.
- 5.3 The Vendor hereby covenants that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Flat unto and in favour of the Purchaser in the concerned departments.
- 5.4 The Vendor hereby covenants that the Vendor has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Flat 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 VISTA HOMES





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- 5.5 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Purchaser shall not hereafter, raise any objection on this count.
- 5.6 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.
- 5.7 The plan of the Scheduled Flat constructed is given in Annexure - B attached herein.
s The layout plan of the Housing Project is attached as Annexure - C herein.
- 5.8 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lumpsum amount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.

6. SALE CONSIDERATION:-

- 6.1 The Vendor hereby sells the Scheduled Flat and the Purchaser hereby shall become the absolute owner of the Scheduled Flat. The Purchaser has paid the entire sale consideration to the Vendor and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure - A.
- 6.2 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of providing water through government/ quazi government authorities like the water board, municipal corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is being provided by such a government/ quazi government body on a pro-rata basis.

7. COMPLETION OF CONSTRUCTION & POSSESSION:

- 7.1 The Purchaser has inspected the Scheduled Flat and hereby confirms that the construction of the Scheduled Flat has been completed in all respects and that the Purchaser shall not raise any objections on this count hereafter.
- 7.2 Hereafter, the Purchaser shall be responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor /Association shall be entitled to recover such dues, if any, from the Purchaser.

For VISTA HOMES
[Signature]
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For VISTA HOMES
[Signature]
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- 7.3 Hereafter the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Scheduled Flat including property/ municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.
- 7.4 The Purchaser is deemed to have been handed over vacant possession of the Scheduled Flat on this day.
8. OWNERS ASSOCIATION:
- 8.1 That the Purchaser shall become a member of the association / society that has been formed (details of association are given in annexure - A) to look after the maintenance of the Housing Project and shall abide by its rules.
- 8.2 In case the society / association has yet to be formed, the Purchaser shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor.
- 8.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.
- 8.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.
- 8.5 The monthly maintenance charges payable to the Association are proposed to be increased from time to time and the Purchaser shall be liable to pay such increased charges.
- 8.6 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/correction of defects in construction, if any, is the responsibility of the Vendor and the Purchaser agrees to not withhold payment of monthly maintenance charges.
- 8.7 The Vendor shall be entitled to form the Owners Association and draft its bye-laws as he deems fit and proper. The Vendor and its nominees shall be the founding members of the Association. The Association shall be handed over to the members of the Association (i.e., prospective purchasers) at the time of completion of the entire Housing Project, by calling for elections for its executive committee members. Till such time the Vendor and its nominees shall run the day today affairs of the Association. The Purchaser shall not raise any objection on this count.

[Signature]

 Vendor

[Signature]

 Purchaser



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9. RESTRICTION ON ALTERATIONS & USE:

- 9.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Housing Project.
- 9.2 That the Purchaser shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2025 and all the flats in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.
- 9.3 That the Purchaser or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Purchaser shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the Purchaser, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (b) use the flat for any illegal, immoral, commercial & business purposes. (c) use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project (d) store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (l) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw wires outside conducting provided for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.
- 9.4 The Vendor/Association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damaged caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

FOR VENDOR/ASSOCIATION
[Signature]
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FOR PURCHASER
[Signature]
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10. NOC FOR SURROUNDING DEVELOPMENT :

- 10.1 The Vendor proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed on the Scheduled Land. The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Purchaser agrees to not raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the Scheduled Land. The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land. Such land in the vicinity of the Scheduled Land may be continuous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.
- 10.2 That rights of further construction in and around the Scheduled Flat, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser 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 Purchaser.
- 10.3 That the Purchaser shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 Housing Project and in respect to the Scheduled Flat and also the adjoining flats/blocks.
- 10.4 The Vendor reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor as and when called for.

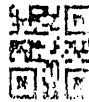
11. COMPLIANCE OF STATUTORY LAWS:

- 11.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and his successors-in-interest. The Purchaser shall ensure that this condition shall explicitly mentioned in conveyance deeds executed in favour of his successors-in-interest. The conditions laid by the following authorities (but not limited to them) shall be deemed to be apply to the Purchaser:

- 11.1.1 The defense services or allied organizations.
- 11.1.2 Airports Authority of India.
- 11.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction
- 11.1.4 Fire department.
- 11.1.5 Electricity and water supply board.

For
Partner

For VISHA CHANDER
Partner



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- 11.1.6 Government authorities like MRO, RDO, Collector, Revenue department, etc.
- 11.1.7 Irrigation department.
- 11.1.8 Environment department and pollution control board.

11.2 Any conditions that are laid out in the Real Estate Regulation Act from time to time shall be applicable to the Vendor and Purchaser. Terms and conditions laid down in this deed shall have precedence over rules and regulations that have not been explicitly defined in the Act or deemed to be unalterable in the Act.

12. GUARANTEE OF TITLE:

12.1 That the Vendor covenants with the Purchaser that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc., and the Vendor confirms that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Purchaser only to the extent and limited to any claims made by any party in respect to the ownership and title of the Scheduled Flat or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Flat and shall not make any claims on that count hereafter.

13. OTHER TERMS:

13.1 That the Purchaser shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the Scheduled Flat on account of joint ownership of the common amenities by number of persons.

13.2 That the Purchaser shall impose all the conditions laid down in the deed upon the transferee, tenant, occupiers or user of each flat. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the flat and the transfer of all or any rights therein shall only be subject to such conditions.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac.5-25 Gts., in Sy. Nos. 193 (Ac.2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District (formerly known as Keesara Mandal, Ranga Reddy District) and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

For VISTA HOMES

VENDOR

(M/s. Summit Housing Pvt. Ltd.,
Rep. by Soham Modi)

For VISTA HOMES

VENDOR

(Bhavesh V. Mehta)

For VISTA HOMES

PURCHASER



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ANNEXURE- A

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1.	Names of Purchaser:	1. Mrs. Janapalli Aruna 2. Mr. Velapati Narendar Reddy
2.	Purchaser's residential address:	R/o. H. No. 1-10-28/232/27/1, Road No. 5, Shiva Sainagar, Kushaiguda, ECIL, Hyderabad - 500 062.
3.	Pan no. of Purchaser:	1. AMMPJ3712A & 2. AIYPV1387P
4.	Aadhaar card no. of Purchaser:	1. 7262 4498 4764 & 2. 2543 3702 4656
5.	Name address & registration no. of Owners Association	M/s. Vista Homes Owners Association having its office at Sy. Nos. 193, 194 & 195 of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District vide regd. no. 791 of 2014
6.	Details of Scheduled Flat:	
	a. Flat no.:	101 on the first floor, in block no. 'D'
	b. Undivided share of land:	74.12 Sq. yds.
	c. Super built-up area:	1220 Sft.
	d. Built-up area + common area:	987 + 233 Sft.
	e. Carpet area	852 Sft.
	f. Car parking area	100 Sft.
7.	Total sale consideration:	Rs. 43,33,000/- (Rupees Forty Three Lakhs Thirty Three Thousand Only)
8.	Details of payment:	
		1. Rs.30,00,000/- (Rupees Thirty Lakhs Only) paid by way of cheque no.623140, dated 23.02.2019 issued by Housing Development Finance Corporation Ltd., Hyderabad.
		2. Rs.4,58,000/- (Rupees Four Lakhs Fifty Eight Thousand Only) paid by way of cheque no. 136439, dated 13.02.2019 drawn on State Bank of India, Kushaiguda Branch, Hyderabad.
		3. Rs.3,50,000/- (Rupees Three Lakhs Fifty Thousand Only) paid by way of cheque no.136437, dated 05.02.2019 drawn on State Bank of India, Kushaiguda Branch, Hyderabad.
		4. Rs.3,00,000/- (Rupees Three Lakhs Only) paid by way of cheque no.136436, dated 28.01.2019 drawn on State Bank of India, Kushaiguda Branch, Hyderabad.
		5. Rs.2,00,000/- (Rupees Two Lakhs Only) paid by way of cheque no.136434, dated 07.01.2019 drawn on State Bank of India, Kushaiguda Branch, Hyderabad.
		6. Rs.25,000/- (Rupees Twenty Five Thousand Only) paid by way of cheque no.136433, dated 22.12.2018 drawn on State Bank of India, Kushaiguda Branch, Hyderabad.

For VISTA HOMES

VENDOR

(M/s. Summit Housing Pvt. Ltd.,
Rep. by Soham Modi)

For VISTA HOMES

VENDOR Partner

(Bhavesh V. Mehta)


V. V. Mehta

PURCHASER



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9. Description of the Schedule Flat:

All that portion forming a deluxe apartment flat bearing no. 101 on the first floor, in block no. 'D' admeasuring 1220 sft. of super built-up area (i.e., 987 sft. of built-up area + 233 sft. of common area) together with proportionate undivided share of land to the extent of 74.12 sq. yds. and a reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as "Vista Homes", forming part of Sy. Nos.193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District (formerly known as Keesara Mandal, Ranga Reddy District) and bounded as under:

North by : Open to Sky
 South by : Open to Sky
 East by : Open to Sky
 West by : Open to Sky & 6'-6" wide corridor

ANNEXURE-1-A

1. Description of the Building : DELUXE apartment bearing flat no. 101 on the first floor, in block no. 'D' of "Vista Homes", Residential Localities, forming part of Sy. Nos.193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District (formerly known as Keesara Mandal, Ranga Reddy District).
 - (a) Nature of the roof : R. C. C. (Basement + Ground Floor + 4 Upper Floors)
 - (b) Type of Structure : Framed Structure
 2. Age of the Building : New
 3. Total Extent of Site : 74.12 sq. yds, 1/1s Out of Ac. 5-25 Gts.
 4. Built up area Particulars:
 - a) In the Basement Floor : 100 sft. Parking space for one car
 - b) In the First Floor : 1220 Sft
 5. Annual Rental Value : ---
 6. Municipal Taxes per Annum : ---
 7. Executant's Estimate of the MV of the Building : Rs. 43,33,000/-
- Date: 01.03.2019

For VISTA HOMES

Partner

For VISTA HOMES

Bridges

Signature of the Vendor

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.

For VISTA HOMES

For VISTA HOMES

Date: 01.03.2019

Partner

Signature of the Vendor

V. N. N. N.

Signature of the Purchaser



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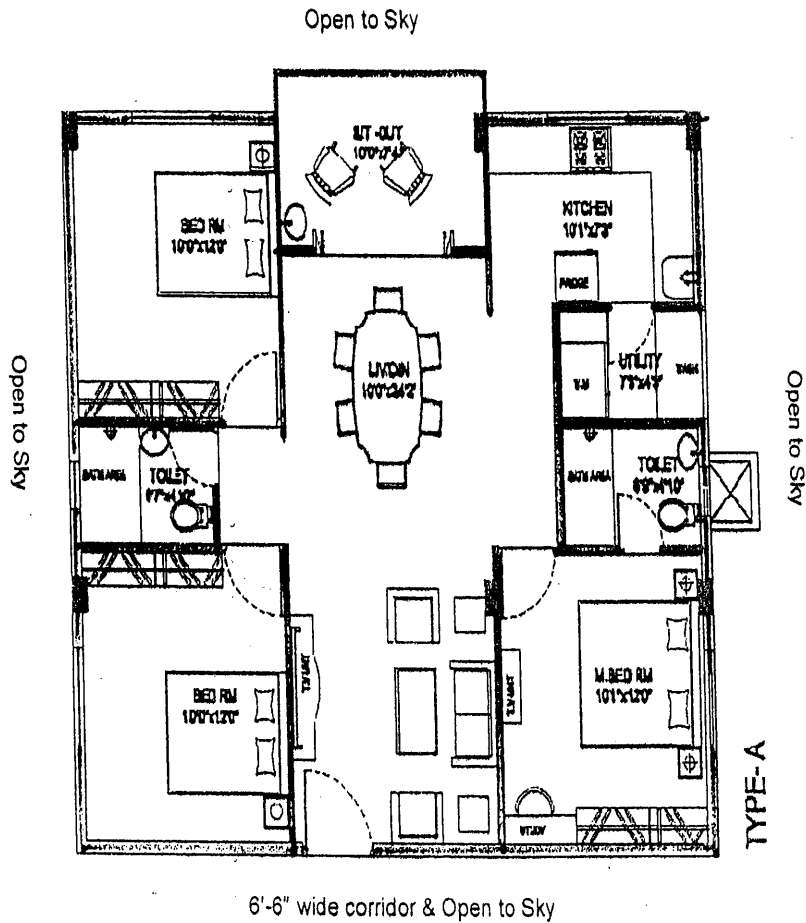
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ANNEXURE - B

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Plan of the Scheduled Flat:



For VISTA HOMES

VENDOR

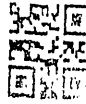
(M/s. Summit Housing Pvt. Ltd.,
Rep. by Soham Modi)

For VISTA HOMES

VENDOR

(Bhavesh V. Mehta)

PURCHASER



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Kapra

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ANNEXURE - C

112

Layout plan of the Housing Project:



FOR VENDOR'S SIGNATURE

FOR VENDOR'S SIGNATURE

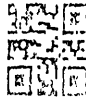
VENDOR

(M/s. Summit Housing Pvt. Ltd.,
Rep. by Soham Modi)

VENDOR

(Bhavesh V. Mehta)

PURCHASER



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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A

OF

ION ACT, 1908.

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SL.NO.

FINGER PRINT
IN BLACK
(LEFT THUMB)

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER

VENDOR:

M/S. VISTA HOMES,
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. RAOD, SECUNDERABAD
REPRESENTED BY ITS PARTNERS:

1. M/S. SUMMIT HOUSING PVT. LTD., REP. BY
AUTHORISED SIGNATORY
MR. SOHAM MODI,
S/O. LATE SATISH MODI
R/O. PLOT NO. 280, ROAD NO. 25
JUBILEE HILLS, HYDERABAD- 500 034.

2. SHRI. BHAVESH V. MEHTA,
S/O. LATE VASANT U. MEHTA
R/O. UTTAM TOWERS
D. V. COLONY
P. G. ROAD
SECUNDERABAD - 500 003.

GPA FOR PRESENTING DOCUMENTS:

VIDE DOC NO. 121/BK-IV/2015 Dt. 18.11.2015:
AT SECUNDERABAD:

MR. K. PRABHAKAR REDDY
S/O. MR. K. PADMA REDDY
(O). 5-4-187/3 & 4, II FLOOR
SOHAM MANSION
M. G. ROAD
SECUNDERABAD -500 003.

PURCHASER:

1. MRS. JANAPALLI ARUNA
W/O. MR. VELAPATI NARENDAR REDDY
R/O. H. NO. 1-10-28/232/27/1, ROAD NO. 5
SHIVA SAINAGAR
KUSHAIGUDA, ECIL
HYDERABAD - 500 062

2. MR. VELAPATI NARENDAR REDDY
S/O. MR. V. NARSIMHA REDDY
R/O. H. NO. 1-10-28/232/27/1, ROAD NO. 5
SHIVA SAINAGAR
KUSHAIGUDA, ECIL
HYDERABAD - 500 062

SIGNATURE OF WITNESSES:

1. K. Sreenivasarao
2. [Signature]

FOR VISTA HOMES

FOR VISTA HOMES

SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER





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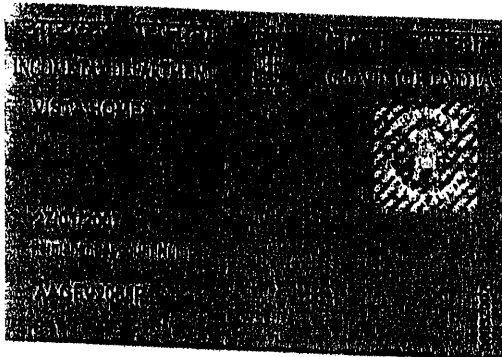


Bk - 1, CS No 1206/2019 & Doc No
1184 / 2019 Sheet 14 of 16 Sub Registrar
Kapra

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VENDOR:

116



For VISTA HOMES

[Signature]
Partner

PERMANENT ACCOUNT NUMBER
AEMPM67204

नाम / NAME
SOHAM SATISH MODI

पिता का नाम / FATHER'S NAME
SATISH MANILAL MODI

जन्म तिथि / DATE OF BIRTH
18-10-1968

हस्ताक्षर / SIGNATURE
[Signature]

Chief Co. (Incorporated in India) - 40, Andhra Pradesh

PERMANENT ACCOUNT NUMBER
AEMPM67540

नाम / NAME
BHAVES - 1 VASANT MEHTA

पिता का नाम / FATHER'S NAME
VASANT UTTAMLAL MEHTA

जन्म तिथि / DATE OF BIRTH
02-03-1970

हस्ताक्षर / SIGNATURE
[Signature]

Chief Co. (Incorporated in India) - 40, Andhra Pradesh

For VISTA HOMES

[Signature]
Partner

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVERNMENT OF INDIA

PRABHAKAR REDDY

PADMA REDDY

18/07/1971

Permanent Account Number
AUSPRIME

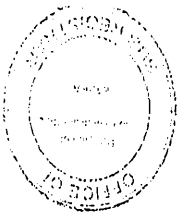
Signature

[Signature]

Aadhaar No 3287 6953 9204



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Bk-1, CS No 1206/2019 & Doc No 118
12019 Sheet 15 of 16 Sub Registrar
Kapra

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జనపతి అరుణ
Janapati Aruna

పుట్టిన తేదీ/Year of Birth: 1965
పుట్టిన లింగం / Female

7262 4498 4764

ఆధార్ - సామాన్యుని హక్కు

వెలపతి నరేందర్ రెడ్డి
Velapati Narendar Reddy

పుట్టిన తేదీ/Year of Birth: 1962
పుట్టిన లింగం / Male

7262 4498 4764

ఆధార్ - సామాన్యుని హక్కు

వెలపతి నరేందర్ రెడ్డి
Velapati Narendar Reddy

పుట్టిన తేదీ/Year of Birth: 1962
పుట్టిన లింగం / Male

2543 3702 4656

ఆధార్ - సామాన్యుని హక్కు

వెలపతి నరేందర్ రెడ్డి
Velapati Narendar Reddy

పుట్టిన తేదీ/Year of Birth: 1962
పుట్టిన లింగం / Male

2543 3702 4656

ఆధార్ - సామాన్యుని హక్కు

కలెసెట్టి శ్రీనివాస రావు
Kalisetty Srinivasa Rao

పుట్టిన తేదీ/DOB: 02/07/1971
పుట్టిన లింగం / Male

2781 0889 2702

నా ఆధార్, నా గుర్తింపు

కలెసెట్టి శ్రీనివాస రావు
Kalisetty Srinivasa Rao

పుట్టిన తేదీ/DOB: 02/07/1971
పుట్టిన లింగం / Male

2781 0889 2702

నా ఆధార్, నా గుర్తింపు

అనుగు వెంకటేశ్వర్లు
Anugu Venkateshwarlu

పుట్టిన తేదీ/DOB: 04/04/1973
పుట్టిన లింగం / Male

7937 8949 7459

నా ఆధార్, నా గుర్తింపు

అనుగు వెంకటేశ్వర్లు
Anugu Venkateshwarlu

పుట్టిన తేదీ/DOB: 04/04/1973
పుట్టిన లింగం / Male

7937 8949 7459

నా ఆధార్, నా గుర్తింపు

BK - 1, CS No 1206/2019 & Doct No
1188 / 2019 Sheet 16 of 16
Sub Registrar
Kopra

કેવળ ૩ મહિને છે ત્રાટકે છે
VALID FOR 3 MONTHS ONLY

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OFFICE OF THE ATTORNEY GENERAL
AUTHORITY IS MANDATORY
BRANCH MANAGER

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रुपये RUPEES

भारतीय स्टेट बैंक
State Bank of India

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अज्ञाने

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తెలంగాణ తెలంగాణ TELANGANA

W 045920

Date: 27/05/2020, 10:44 AM

Serial No: 20

Denomination: 100

Purchased By:
MAHENDERS/O: MAULESH
R/O: HYDFor Whom:
VISTA HOMES
SEC-BADSub Registrar
Ex. Officio Stamp Vendor
SRO Vallabh Nagar**SALE DEED**

This Sale deed is made and executed on this the 11th day of May 2020 at S.R.O, Kapra, Medchal-Malkajgiri District by and between:

1. M/s. Vista Homes, a registered Partnership firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003., represented by its Partners: (1) M/s. Summit Sales LLP (formerly known as M/s. Summit Housing Pvt. Ltd) represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 49 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad and (2) Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 48 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad.
2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 46 years, Occupation: Business, resident of Plot No. 275, Venkateswara Colony, Meerpet, Moulali, Hyderabad represented by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad, represented by its Partners: (1) M/s. Summit Sales LLP (formerly known as M/s. Summit Housing Pvt. Ltd) represented by authorised signatory, Shri Soham Modi S/o. Late Satish Modi, aged about 49 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad and (2) Shri Bhavesh V. Mehta, S/o. Late Vasant U. Mehta, aged about 48 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad, hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

For VISTA HOMES

For VISTA HOMES

Partner

Partner

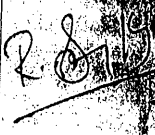
Presentation Endorsement:

Presented in the Office of the Sub Registrar, Kapra along with the Photographs & Thumb Impressions as required under Section 32-A of Registration Act, 1908 and fee of Rs. 18500/- paid between the hours of 12.11.2020 and 13.05.2020 by Sri Soham Modi

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address
1	CL			V.S.V. VIJAYAKUMAR NISTALA S/O. E.S.V. SAGAR NISTALA FLAT NO. 106 C BLOCK, VISTA HOMES KUSHAIGUDA HYD
2	CL			V.S.V. VIJAYAKUMAR NISTALA S/O. E.S.V. SAGAR NISTALA FLAT NO. 106 C BLOCK, VISTA HOMES KUSHAIGUDA HYD
3	EX			REP. BY GPA FOR PRESENTING DOCUMENTS K. PRABHAKAR REDDY S/O. K. PADMA REDDY 5A/187/341 2 ND FLOOR, SOHAM MANSION M.G. ROAD SEC BAD

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			R. SANTHOSH KUMAR R/O. NALGONDA	
2			BIPIN V. NAIDU R/O. HYD	

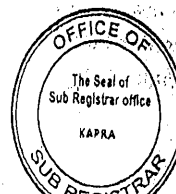
13th day of May, 2020

Signature of Sub Registrar
Kapra

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX5542 Name: V S V Vijayakumar Nistala	S/O. E S V Sagar Nistala, Secunderabad, Hyderabad, Telangana, 500062	

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IN FAVOUR OF

1. Mrs. Umarani Nistala, Wife of Mr. V. S. V. Vijayakumar Nistala, aged about 33 years and
2. Mr. V. S. V. Vijayakumar Nistala, Son of Mr. E. S. V. Sagar Nistala, aged about 39 years, Occupation: Service both are residing at Flat No. 106, C-Block, Vista Homes, Kushaiguda, Hyderabad - 500 062, hereinafter referred to as the 'Purchaser'

The term Vendor and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

Wherever the Vendor/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this deed in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Vendor/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

- 1.1 The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac.2-21 Gts.) 194 (Ac.1-02 Gts.) & 195 (Ac.2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District admeasuring about Ac.5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S. No.	Deed Doc. No.	Dated	Extent of Land
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac.1-10 gts.
3.	4325/2007	16.06.2007	Ac.0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac.1-02 gts.

- 1.2 The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District, is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.
- 1.3 The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

For VISTA HOMES

Partner

For VISTA HOMES

Partner

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
3	Aadhaar No: XXXXXXXX5542 Name: V S V Vijayakumar Nistala	S/O E S V Sagar Nistala, Secunderabad, Hyderabad, Telangana, 500062	

Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BSC Pay Order	
Stamp Duty	100	0	147900	0	0	0	148000
Transfer Duty	NA	0	55500	0	0	0	55500
Reg. Fee	NA	0	18500	0	0	0	18500
User Charges	NA	0	100	0	0	0	100
Total	100	0	222000	0	0	0	222100

Rs. 203400/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs: 18500/- towards Registration Fee on the chargeable value of Rs. 3700000/- was paid by the party through E-Challan/BC/Pay Order No. 411AXL100520 dated 10-MAY-20 of SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs: 222000/-, DATE: 10-MAY-20, BANK NAME: SBIN, BRANCH NAME: BANK REFERENCE NO: 6707898036927, PAYMENT MODE: NB: 1000200, ATRN: 6707898036927, REMITTER NAME: UMARANI NISTALA AND OTHERS, EXECUTANT NAME: VISTA HOMES, CLAIMANT NAME: UMARANI NISTALA AND OTHERS

Date:

13th day of May, 2020

Signature of Registering Officer

Kapra

Bk-1, CS No 1737/2020 & Doct No 1711/2020 Sub Registrar Kapra

వివాదము 2020 సం/త.ర.1942
పు 1711 సం/త.ర.1526
స్వామి సమితి ద్వారా గాంధీ జైలు
1711/2020 గాంధీ జైలు
2020 సం/త.ర.13 వ తేది

సహ-రిజిస్ట్రార్
కాపా
మేధా-మల్లాదిగిరి జిల్లా.



2. DETAILS OF PERMITS:

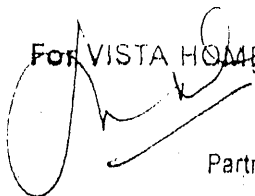
- 2.1 The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop / has developed the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. 9 blocks of flats labeled as A to I are proposed to be constructed.
 - 3.1.2. Each block consists of ground + 4 upper floors.
 - 3.1.3. Parking is proposed to be provided in the basement floor common to all the blocks.
 - 3.1.4. Total of 403 flats are proposed to be constructed.
 - 3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.
 - 3.1.6. Clubhouse consisting of ground + 3 upper floors admeasuring about 10,000 sq.ft is proposed to be constructed. Other amenities and facilities proposed to be provided are - swimming pool, roads, landscape gardens, childrenspark, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
 - 3.1.7. Each flat shall have a separately metered electric power connection.
 - 3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
 - 3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant.
 - 3.1.10. The proposed flats will be constructed strictly as per the design proposed by the Vendor. The Vendor reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.
 - 3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
 - 3.1.12. The Vendor shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of flats/blocks.
- 3.2. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Vista Homes shall always be called as such and shall not be changed.

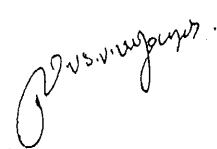
4. SCHEME OF SALE / PURCHASE :

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.

For VISTA HOMES

 Partner

For VISTA HOMES

 Partner



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INVESTIGATION

PROSECUTION

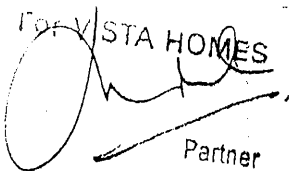
The following facts are stated in the report of the investigating officer...

The above facts are stated in the report of the investigating officer...

The above facts are stated in the report of the investigating officer...



- 4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share in the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Flat.
- 4.3 The Purchasers of the flats in the housing complex shall share all the common amenities provided by the Vendor within the Scheduled Land such as clubhouse, swimming pool, roads, passages, corridors, staircase, open areas, electric power infrastructure, water supply infrastructure, generator backup infrastructure, etc., without claiming exclusive ownership rights on any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual flat owners in the Housing Project.
- 4.4 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its nominees.
- 4.5 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 Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.
5. DETAIL OF FLAT BEING SOLD:
- 5.1 The Vendor hereby sells to the Purchaser a flat in the Housing Project along with reserved car parking space and proportionate undivided share in the Scheduled Land and the details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure – A attached to this deed. Hereinafter, the flat mentioned in Annexure – A is referred to as the Scheduled Flat.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendor or anyone claiming through them.
- 5.3 The Vendor hereby covenants that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Flat unto and in favour of the Purchaser in the concerned departments.
- 5.4 The Vendor hereby covenants that the Vendor has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Flat 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 VISTA HOMES

 Partner

FOR VISTA HOMES

 Partner

Done witnesses.

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Kapra



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- 5.5 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Purchaser shall not hereafter, raise any objection on this count.
- 5.6 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.
- 5.7 The plan of the Scheduled Flat constructed is given in Annexure - B attached herein. The layout plan of the Housing Project is attached as Annexure - C herein.
- 5.8 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lumpsum amount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.

6. SALE CONSIDERATION:

- 6.1 The Vendor hereby sells the Scheduled Flat and the Purchaser hereby shall become the absolute owner of the Scheduled Flat. The Purchaser has paid the entire sale consideration to the Vendor and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure - A.
- 6.2 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of providing water through government/ quazi government authorities like the water board, municipal corporation, municipality, grampanchayat, etc. These charges shall be payable extra as and when the water connection is being provided by such a government/ quazi government body on a pro-rata basis.

7. COMPLETION OF CONSTRUCTION & POSSESSION:

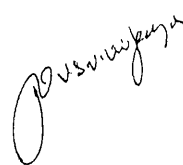
- 7.1 The Purchaser has inspected the Scheduled Flat and hereby confirms that the construction of the Scheduled Flat has been completed in all respects and that the Purchaser shall not raise any objections on this count hereafter.
- 7.2 Hereafter, the Purchaser shall be responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor /Association shall be entitled to recover such dues, if any, from the Purchaser.

For VISTA HOMES


Partner

For VISTA HOMES


Partner

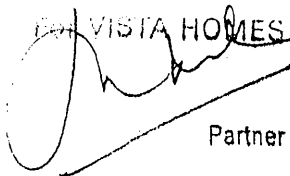


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Kapra

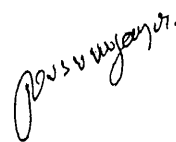


- 7.3 Hereafter the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Scheduled Flat including property/ municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.
- 7.4 The Purchaser is deemed to have been handed over vacant possession of the Scheduled Flat on this day.
8. OWNERS ASSOCIATION:
- 8.1 That the Purchaser shall become a member of the association / society that has been formed (details of association are given in annexure - A) to look after the maintenance of the Housing Project and shall abide by its rules.
- 8.2 In case the society / association has yet to be formed, the Purchaser shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor.
- 8.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.
- 8.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.
- 8.5 The monthly maintenance charges payable to the Association are proposed to be increased from time to time and the Purchaser shall be liable to pay such increased charges.
- 8.6 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/correction of defects in construction, if any, is the responsibility of the Vendor and the Purchaser agrees to not withhold payment of monthly maintenance charges.
- 8.7 The Vendor shall be entitled to form the Owners Association and draft its bye-laws as he deems fit and proper. The Vendor and its nominees shall be the founding members of the Association. The Association shall be handed over to the members of the Association (i.e., prospective purchasers) at the time of completion of the entire Housing Project, by calling for elections for its executive committee members. Till such time the Vendor and its nominees shall run the day today affairs of the Association. The Purchaser shall not raise any objection on this count.

For VISTA HOMES

 Partner

For VISTA HOMES

 Partner



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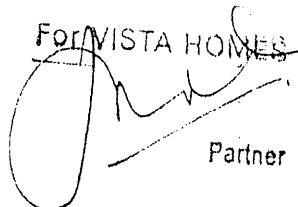
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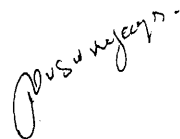
9. RESTRICTION ON ALTERATIONS & USE:

- 9.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Housing Project.
- 9.2 That the Purchaser shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2025 and all the flats in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.
- 9.3 That the Purchaser or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Purchaser shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the Purchaser, inter-alia shall not (a) throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same. (b) use the flat for any illegal, immoral, commercial & business purposes. (c) use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project (d) store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (l) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw wires outside conducting provided for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.
- 9.4 The Vendor/Association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damaged caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

For VISTA HOMES

 Partner

For VISTA HOMES

 Partner



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Sheet 7 of 16

The undersigned is a member of the
Bar of the High Court of Kenya
and is duly qualified to practice law
in the High Court of Kenya.

I hereby certify that the above
mentioned person is a member of the
Bar of the High Court of Kenya
and is duly qualified to practice law
in the High Court of Kenya.

I hereby certify that the above
mentioned person is a member of the
Bar of the High Court of Kenya
and is duly qualified to practice law
in the High Court of Kenya.

I hereby certify that the above
mentioned person is a member of the
Bar of the High Court of Kenya
and is duly qualified to practice law
in the High Court of Kenya.

I hereby certify that the above
mentioned person is a member of the
Bar of the High Court of Kenya
and is duly qualified to practice law
in the High Court of Kenya.

I hereby certify that the above
mentioned person is a member of the
Bar of the High Court of Kenya
and is duly qualified to practice law
in the High Court of Kenya.



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10. NOC FOR SURROUNDING DEVELOPMENT :

- 10.1 The Vendor proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed on the Scheduled Land. The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Purchaser agrees to not raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the Scheduled Land. The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land. Such land in the vicinity of the Scheduled Land may be continuous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.
- 10.2 That rights of further construction in and around the Scheduled Flat, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser 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 Purchaser.
- 10.3 That the Purchaser shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor 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 Housing Project and in respect to the Scheduled Flat and also the adjoining flats/blocks.
- 10.4 The Vendor reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor as and when called for.

11. COMPLIANCE OF STATUTORY LAWS:

- 11.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and his successors-in-interest. The Purchaser shall ensure that this condition shall explicitly mentioned in conveyance deeds executed in favour of his successors-in-interest. The conditions laid by the following authorities (but not limited to them) shall be deemed to be apply to the Purchaser:

11.1.1 The defense services or allied organizations.

11.1.2 Airports Authority of India.

11.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction

11.1.4 Fire department.

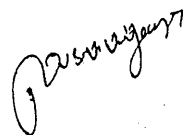
11.1.5 Electricity and water supply board.

For VISTA HOMES

Partner

For VISTA HOMES

Partner



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11.1.6 Government authorities like MRO, RDO, Collector, Revenue department, etc.

11.1.7 Irrigation department.

11.1.8 Environment department and pollution control board.

11.2 Any conditions that are laid out in the Real Estate Regulation Act from time to time shall be applicable to the Vendor and Purchaser. Terms and conditions laid down in this deed shall have precedence over rules and regulations that have not been explicitly defined in the Act or deemed to be unalterable in the Act.

12. GUARANTEE OF TITLE:

12.1 That the Vendor covenants with the Purchaser that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc., and the Vendor confirms that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Purchaser only to the extent and limited to any claims made by any party in respect to the ownership and title of the Scheduled Flat or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Flat and shall not make any claims on that count hereafter.

13. OTHER TERMS:

13.1 That the Purchaser shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the Scheduled Flat on account of joint ownership of the common amenities by number of persons.

13.2 That the Purchaser shall impose all the conditions laid down in the deed upon the transferee, tenant, occupiers or user of each flat. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the flat and the transfer of all or any rights therein shall only be subject to such conditions.

DESCRIPTION OF THE SCHEDULED LAND

All that portion of the land area to the extent of Ac.5-25 Gts., in Sy. Nos. 193 (Ac.2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District (formerly known as Keesara Mandal, Ranga Reddy District) and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

For VISTA HOMES

Partner

VENDOR

(M/s. Summit Sale LLP,
Rep. by Soham Modi)

VISTA HOMES

VENDOR Partner

(Bhavesh V. Mehta)

PURCHASER

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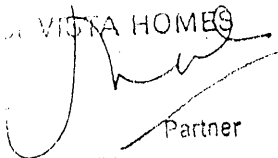
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Kapra



ANNEXURE- A

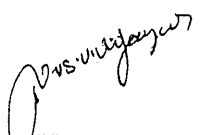
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1.	Names of Purchaser:	1. Mrs. Umarani Nistala 2. Mr. V. S. V. Vijayakumar Nistala
2.	Purchaser's residential address:	R/o. Flat No. 106, C-Block, Vista Homes, Kushaiguda, Hyderabad - 500 062.
3.	Pan no. of Purchaser:	BVXPP1460Q - AFPPN2051N
4.	Aadhaar card no. of Purchaser:	4121 5954 6169 - 7923 5215 5542
5.	Name address & registration no. of Owners Association	M/s. Vista Homes Owners Association having its office at Sy. Nos. 193, 194 & 195 of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District vide regd. no. 791 of 2014.
6.	Details of Scheduled Flat:	
	a. Flat no.:	209 on the second floor, in block no. 'F'
	b. Undivided share of land:	74.12 Sq. yds.
	c. Super built-up area:	1220 Sft.
	d. Built-up area + common area:	987 + 233 Sft.
	e. Carpet area	852 Sft.
	f. Car parking area	100 Sft.
7.	Total sale consideration:	Rs.37,00,000/- (Rupees Thirty Seven Lakhs Only)
8.	Details of payment:	
		1. Rs.29,20,000/-(Rupees Twenty Nine Lakhs Twenty Thousand Only) paid by way of RTGS / NEFT.
		2. Rs.5,55,000/-(Rupees Five Lakhs Fifty Five Thousand Only) paid by way of cheque no.208505, dated 12.07.2018 drawn on State Bank of India, Motinagar, Hyderabad.
		3. Rs.2,00,000/-(Rupees Two Lakhs Only) paid by way of cheque no.208507, dated 28.05.2018 drawn on State Bank of India, Motinagar, Hyderabad.
		4. Rs.25,000/-(Rupees Twenty Five Thousand Only) paid by way of cheque no.257960, dated 05.05.2018 drawn on State Bank of India, Motinagar, Hyderabad.

VISTA HOMES

Partner
VENDOR
(M/s. Summit Sale LLP,
Rep. by Soham Modi)

For VISTA HOMES

Partner
VENDOR
(Bhaves V. Mehta)


PURCHASER



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Sub Registrar
Kapra

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9. Description of the Schedule Flat:

All that portion forming a deluxe apartment flat bearing no. 209 on the second floor, in block no. 'F', admeasuring 1220 sft. of super built-up area (i.e., 987 sft. of built-up area + 233 sft. of common area) together with proportionate undivided share of land to the extent of 74.12 sq. yds. and a reserved parking space for single car in the basement admeasuring about 100 sft. in the residential complex named as "Vista Homes", forming part of Sy. Nos.193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District (formerly known as Keesara Mandal, Ranga Reddy District) and bounded as under:

North by : Open to Sky
 South by : Open to Sky
 East by : 6'-6" wide corridor & Staircase
 West by : Open to Sky

ANNEXURE-1-A

1. Description of the Building : DELUXE apartment bearing flat no. 209 on the second floor, in block no. 'F' of "Vista Homes", Residential Localities, forming part of Sy. Nos.193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District (formerly known as Keesara Mandal, Ranga Reddy District).
- (a) Nature of the roof : R. C. C. (Basement + Ground Floor + 4 Upper Floors)
- (b) Type of Structure : Framed Structure
2. Age of the Building : New
3. Total Extent of Site : 74.12 sq. yds, U/s Out of Ac. 5-25 Gts.
4. Built up area Particulars:
 - a) In the Basement Floor : 100 sft. Parking space for one car
 - b) In the Second Floor : 1220 Sft
5. Annual Rental Value : ---
6. Municipal Taxes per Annum : ---
7. Executant's Estimate of the MV of the Building : Rs. 37,00,000/-

Date: 11.05.2020

For VISTA HOMES For VISTA HOMES
 Partner Partner
 Signature of the Vendor

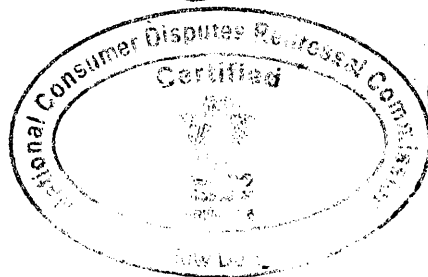
C E R T I F I C A T E

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

Date: 11.05.2020

For VISTA HOMES For VISTA HOMES
 Partner Partner
 Signature of the Vendor

Signature of the Purchaser





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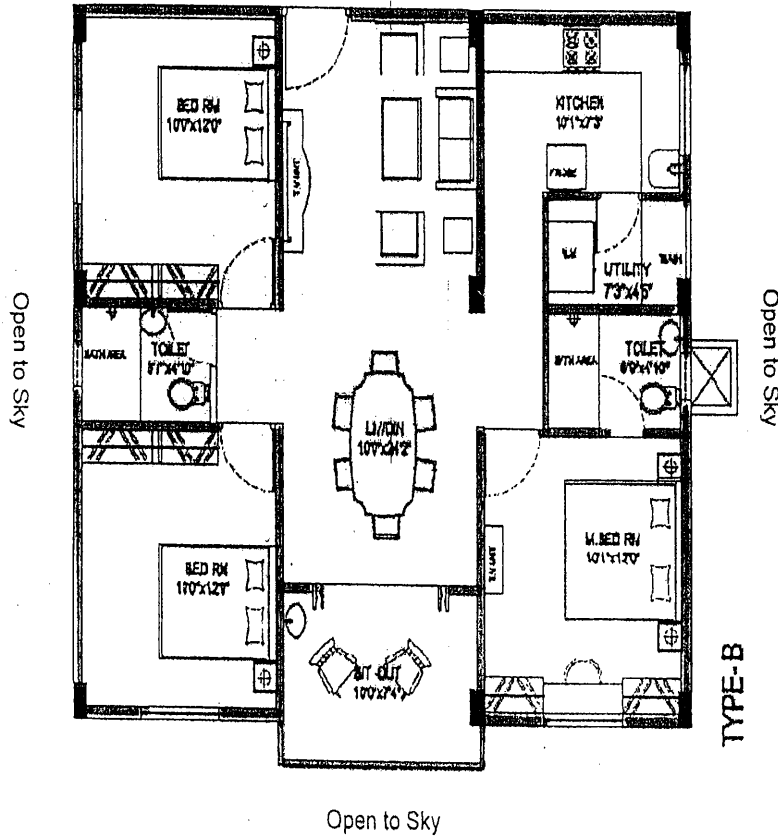
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ANNEXURE - B

Plan of the Scheduled Flat:



6'-6" wide corridor & Staircase



For VISTA HOMES

 Partner
 VENDOR
 (M/s. Summit Sale LLP,
 Rep. by Soham Modi)

For VISTA HOMES

 Partner
 VENDOR
 (Bhaves V. Mehta)

PURCHASER



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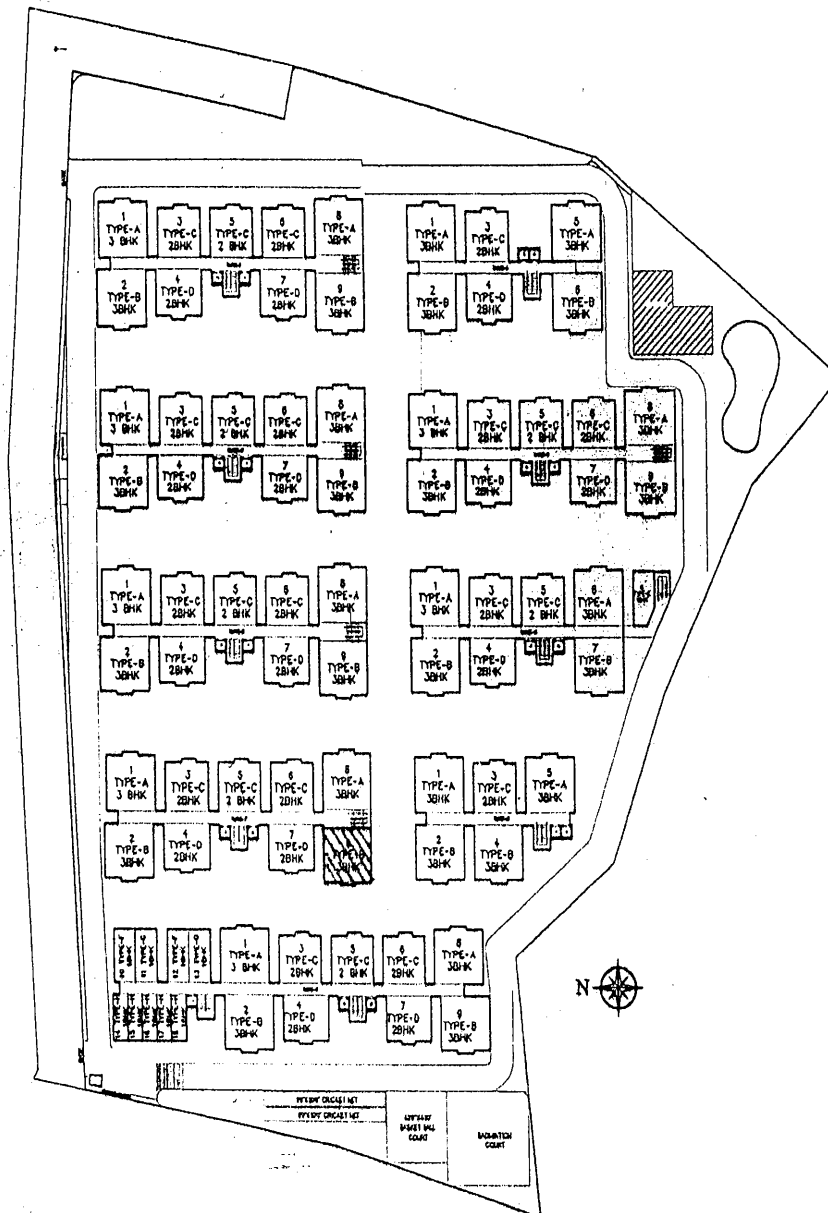
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Kapra

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ANNEXURE - C

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Layout plan of the Housing Project:



For VISTA HOMES

[Signature]
Partner

VENDOR

(M/s. Summit Sale LLP,
Rep. by Soham Modi)

For VISTA HOMES

[Signature]
Partner

VENDOR

(Bhaves V. Mehta)

[Signature]
PURCHASER



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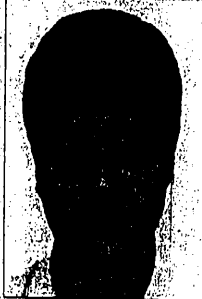


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Kapra

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(LEFT THUMB)



NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER

VENDOR:

M/S. VISTA HOMES,
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD
REP. BY ITS PARTNER:-

1. M/S. SUMMIT SALES LLP., REP. BY
AUTHORISED SIGNATORY
MR. SOHAM MODI, S/O. LATE SATISH MODI
R/O. PLOT NO. 280, ROAD NO. 25
JUBILEE HILLS, HYDERABAD - 500 034

2. SHRI. BHAVESH V. MEHTA,
S/O. LATE VASANT U. MEHTA
R/O. UTTAM TOWERS
D. V. COLONY, P. G. ROAD
SECUNDERABAD - 500 003

GPA FOR PRESENTING DOCUMENTS:
VIDE DOC NO. 121/BK-IV/2015 Dt. 18.11.2015.
AT SECUNDERABAD:

MR. K. PRABHAKAR REDDY
S/O. MR. K. PADMA REDDY
(O). 5-4-187/3 & 4, II FLOOR
SOHAM MANSION
M. G. ROAD
SECUNDERABAD - 500 003.

PURCHASER:

1. MRS. UMARANI NISTALA
W/O. MR. V. S. V. VIJAYAKUMAR NISTALA
R/O. FLAT NO. 106, C-BLOCK
VISTA HOMES, KUSHAIGUDA
HYDERABAD - 500 062.

PURCHASER CUM REPRESENTATIVE:

2. MR. V. S. V. VIJAYAKUMAR NISTALA
S/O. MR. E. S. V. SAGAR NISTALA
R/O. FLAT NO. 106, C-BLOCK
VISTA HOMES, KUSHAIGUDA
HYDERABAD - 500 062.

SIGNATURE OF WITNESSES:

1.

2.

I send here with my photograph(s) and finger prints in the form prescribed, through my representative, Mr. V. S. V. Vijayakumar Nistala as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar, Kapra, Medchal-Malkajgiri District.

SIGNATURE OF THE REPRESENTATIVE

VISTA HOMES

For VISTA HOMES

Partner

SIGNATURE OF THE VENDOR

Umarani N

SIGNATURE(S) OF PURCHASER

147

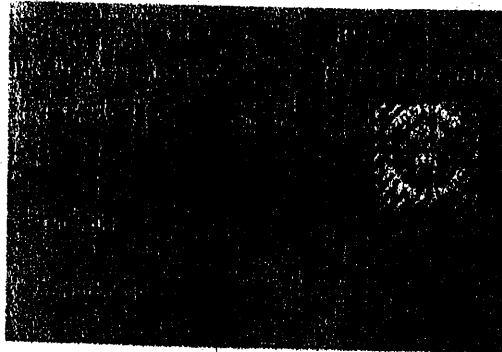
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Kapra

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VENDOR:

148



प्रायः सेवा संपन्न / PERMANENT ACCOUNT NUMBER
ABMPM6735H
नाम / NAME
SACHIN SATISH MODI
पिता का नाम / FATHER'S NAME
SATISH MODI ASHOD
जन्म तिथि / DATE OF BIRTH
18-03-1987
हस्ताक्षर / SIGNATURE
[Signature]
[Official Stamp]

For VISTA HOMES

[Signature]
Partner

प्रायः सेवा संपन्न / PERMANENT ACCOUNT NUMBER
ABMPM67540
नाम / NAME
BHAVESH VASANT MEHTA
पिता का नाम / FATHER'S NAME
VASANT UTTAMLAL MEHTA
जन्म तिथि / DATE OF BIRTH
02-03-1970
हस्ताक्षर / SIGNATURE
[Signature]
[Official Stamp]

For VISTA HOMES

[Signature]
Partner

आयकर विभाग / INCOME TAX DEPARTMENT
प्रायः सेवा संपन्न / PERMANENT ACCOUNT NUMBER
ABMPM67540
नाम / NAME
PRASHAKAR REDDY
पिता का नाम / FATHER'S NAME
K. R. REDDY KANDU
जन्म तिथि / DATE OF BIRTH
[Illegible]
हस्ताक्षर / SIGNATURE
[Signature]
[Official Stamp]

[Signature]

Aadhaar No 28760839204

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భారత ప్రభుత్వం

Unique Identification Authority of India

సమోదు సంఖ్య / Enrollment No.: 0657/19761/53205

To
 62-01 250
 Uma Rani Nistala
 C/O V S V Vijayakumar Nistala
 Flat No. C-106, Block-C, Vista Homes Shubhodaya
 Colony
 Vasavi Shiva Nagar Road Kusthaiguda
 Secunderabad
 Kusthaiguda
 Secunderabad Hyderabad
 Telangana 500082
 8394076465

Tel: 0500 500062
0500 9394076465
ME557473298FH

మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

6919

నా ఆధార్, నా గుర్తింపు

ಅಮ್ಮ ರಾಜ್ ಪಟ್ಟಣ
Uma Raj Nistkala
ಪುಟ್ಟಣ ರಾಜ್ / DOB : 15/02/1987
ಸ್ತ್ರೀ / Female

6169

నా ఆధార్, నా గురింపా

భారత ప్రభుత్వం

Unique Identification Authority of India

సమీక్ష / Enrollment No.: 0657/19761/12487

22/06/2013
To,
22-6-2013
S S V Vijayakumar Nistala
S S V Vijayakumar Nistala
S/O S S V Sagar Nistala
Flat No. C-106, Block-C, Vista Homes
Vasavi Shiva Nagar Road, Subhodaya Colony
Kusharguda Secunderabad
Ecll Secunderabad Hyderabad
Telangana 580062
9394076485

Ref: 1057 / 21W / 97698 / 97747 / P

మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

5542

నా ఆధార్, నా గుర్తింపు

S S S వెంకటేశ్వర్లు
V S V Vijayakumar Nistala
జన్మతేది 26 / DOB : 29/08/1980
ఇంటిపేరు / Matri

5542

నా ఆధార్, నా గుర్తింపు



Rallabandi Santhosh Kumar
 DOB: 19/11/1990
 GENDER: MALE

Sh Kumar
1/1990

- 4161

నా అధికార, నా గుర్తింపు



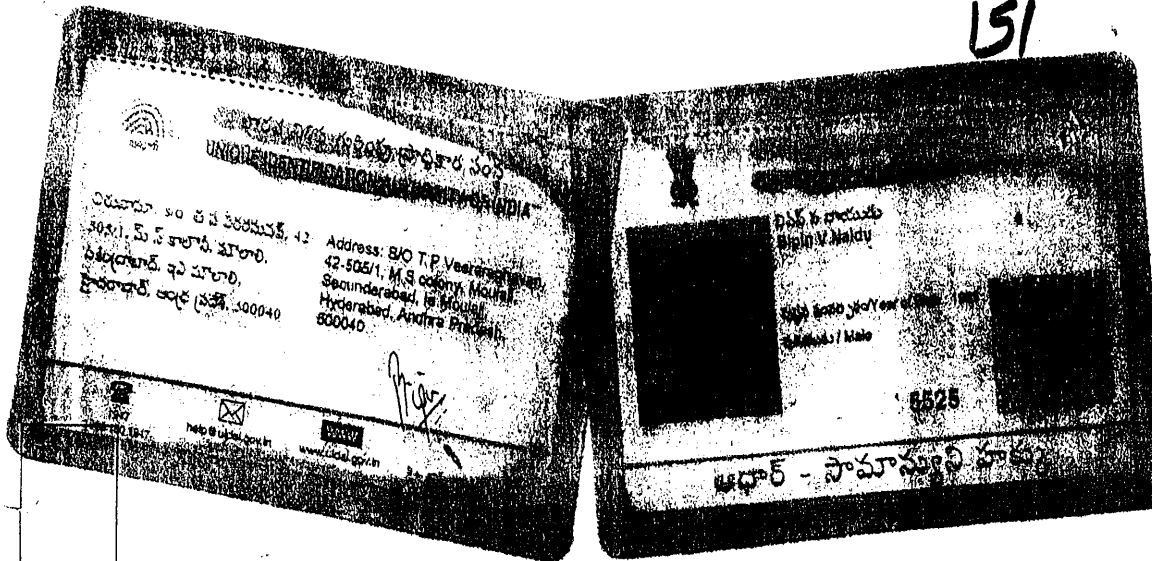
Good City, Good People
Unique Identification Authority of India

Address:
S/O Rallabandi Snnivas, 2-7-2, Ramnagar,
Bhenglur, Dhongli, Nalgonda.
Telangana - 508116

4161

NO 7127 5955 2161 3419

151



अपने बैंक भारतीय स्टेट बैंक
Issuing Branch: State Bank of India
MICR CODE No: 21485
TIN No: 040-27144018

बैंकर्स चेक
BANKERS CHEQUE

Key: VACLIN
Sr. No: 187954

11052020
DDMMYYYY

PAY COMMISSIONER GHMC

को या उनके आदेश पर

OR ORDER

RUPEES

Three Thousand Seven Hundred Only

अदा करें

₹

3700.00

000506866780
Name of Applicant

Key: VACLIN Sr. No: 187954
V S V VIJAYA KUMAR NISTALA

AMOUNT BELOW 3701(3/4)

भारतीय स्टेट बैंक
FOR STATE BANK OF INDIA

अहस्तातन्वीय - NOT TRANSFERABLE

अधिकृत हस्ताक्षरकर्ता
AUTHORISED SIGNATORY

6015
शाखा प्रबंधक
BRANCH MANAGER

* 15/05/2020 को उपर्युक्त के निम्नलिखित दो अधिकारियों द्वारा हस्ताक्षरित होने पर ही वैध है।
INSTRUMENTS FOR 15/05/2020 - 1 ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

⑈666760⑈ 000002000⑈ 000506⑈ 16

Vishnu Kumar
(True Copy)

Generated on: 13/05/2020 04:03:21 PM



SYNOPSIS

1. The complainant is a resident's welfare organisation for Vista Homes, Kushaiguda, Sy. No. 193 to 195, Subhodaya Colony, Kushaiguda, Hyderabad - 500103 built by opposite parties. The resident welfareorganisation is collectively holding represented as a member of the association. The complainant is a registered association under the Andhra Pradesh Societies Registration Act, 2001 with the Registrar of Societies, Ranga Reddy (E), Telangana vide registration No. 791 of 2014.
2. The opposite parties are the Builder of residential projects by the name Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered into agreements for construction to the respective purchasers who are the members of the complainant Association.
3. The opposite parties have obtained GHMC permission for the construction of residential towers with cellar for parking + Ground + 4 upper floors for residential flats consisting of 9 Blocks. A to I Ground + 4 Upper floors for Amenities Block.
4. The flats constructed by the opposite parties are sub-standard, without following the standards of construction prescribed by the NBC norms and deviating from the permission given by GHMC. The owners of flats in Vista Homes are subjected to severe mental stress and health hazards.

5. Even after several complaints, the Opposite parties have not responded to any of their complaints and made the members of the complainant suffer and live in dilapidated conditions.
6. There is improper drainage and sewerage system causing water in Cellar Area, Lifts pits, Electrical room etc., leading to sewage water stagnation for several days and causing health hazards and unhygienic conditions. The drainage and septic tanks are improperly constructed in the Cellar under the roof. Therefore septic tanks are not suitable for cleaning and clearing sludge.
7. The standards prescribed by GHMC for sanction on the building permission of Vista Homes are very clear and such septic tanks and water sewerage tanks should not be placed under roofs, near any walls and should be properly connected for drain-out.
8. An issue with the sewerage is that opposite parties have not provided a proper exit for sewerage connection and some pumping motors to leave it open in nearby open Nala which is against the rules.
9. Another problem is that the opposite parties have not provided sufficient sewage and septic tanks suitable for 377 units. For the face value, they have constructed a few tanks and it has become a major problem to pump the sewerage outside Nala.

10. The builder has not provided a proper water spray extinguishing system by connecting the same through a static water storage tank.
11. The opposite parties have just laid only pipes in the Cellar and are not connected to the pump or water pump.
12. The Water connection which Opposite parties have applied is insufficient for 377 flats.
13. They haven't conducted elections for 6 years and have self-declared themselves as president and secretary from 2014 to 2020.
14. After the complaints with regards to the election the opposite parties finally conducted elections on 25.09.202 and the newly elected body has come into force.
15. The opposite parties had not handed over the account books pertaining to their tenure till 2020. Even after complaining, they have failed to cooperate.
16. The opposite parties have collected corpus funds amounting to Rs 65,00,000/- and utilized them without the owner's approval.
17. The flat owners had deposited a maintenance amount of Rs 9,00,000/ in the HDFC Bank Account. The said amount is transferred to the newly elected body.

18. The opposite parties have failed to submit any audit report pertaining to the affairs of account of the society.
19. After issuing a Legal Notice on 22.06.2021 to furnish all books of account, Audit report and sign necessary papers. The opposite parties have transferred the HDFC bank account in the month of 21st August 2021 and also refunded separately Rs 6,37,000,00.
20. After verification of the accounts submitted the opposite parties, It was understood that the opposite parties have utilized the corpus fund amount of Rs 47,00,000/- and there are no proper accounts for the said amounts.
21. The opposite parties have failed to carry out the meaning of proportionate cost for which they do not have proper statement accounts.
22. These are all the atrocities caused by the opposite parties which led the owners suffered and led them to miserable and stress life.
23. Now the aggrieved parties are praying to direct the Opposite parties to provide a proper drainage system connecting to the main drainage and installation of specific tanks outside cellular areas or reward suitable amounts for construction, the fire extinguisher pipes, provide sufficient Municipal Water connections for all 377 flats, construct suitable sewerage exit sewerage connection, to make suitable repairs of

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several structural defects in the construction, to refund the utilized corpus amount of 47,00,000/- with interest and the proportionate amounts in terms of clause 36 of the sale agreement, to pay compensation of Rs 1,00,000/- to each flat owners along with the costs of Rs 1,00,000/- towards filing this complainant or any reward amount for construction which deems fit and proper by the Hon'ble Commission.

LIST OF DATES

DATE	PARTICULARS
11.07.2014	The complainant is a resident's welfare organisation for Opposite Party No 1, built by the opposite parties. The Resident's Welfare Organisation is collectively holding the membership of all the residents in Vista Homes and each owner is collectively represented as a member of the association. The complainant is a registered association under the Andhra Pradesh Societies Registration Act, 2001 with the Registrar of Societies, Ranga Reddy (E), Telangana vide Registration No. 791 of 2014. A copy of the Certificate of Registration bearing No 791/2014 is herewith annexed and marked as ANNEXURE C-1 PAGES 28 TO 31)
11.12.2012	Building permission was given to Vista Homes, represented by Sri SohamModi File No: 24386/11/04/2012
8 th September 2015	Flat owners representation to the opposite parties and complained regarding the rainwater getting stagnated in the cellar, parking area, lifts and common areas along with a request to fix up a date for meeting at regular intervals to resolve the issues. A copy of the email representation to the respondents dated 8.09.2015 is herewith annexed and marked as ANNEXURE C-2 (PAGES 32 TO 36))
October 2015	Flat owners' representation and complaint against insufficient bore well thereby depending upon water tankers, deficiency of water supply,

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	and lifts failure.
November 2015	Representation of Flat owners requesting to fix up a date for meeting at regular intervals to resolve the issues.
February-March 2016	Flat owners' representation and complaint against no water supply in blocks A, B & I along with other issues.
June 2016	Flat owners' representation and complaint regarding security failure, request for an election, and communication of minutes of the meeting of flat owners.
September 2016	Flat owners' representation and complaint regarding the issue of rainwater in the cellar, electric room etc.
June 2018	Flat owners' representation and complaint regarding all the issues above-mentioned pointwise and road in the commonplace.
October 2018	Flat owners' representation for conducting general body meeting as per prescribed in the bye-laws.
April 2019	Flat owners' representation for the maintenance of gym
June-July 2019	Flat owners' representation for conducting general body meetings and transfer of corpus fund accounts.
October-December 2019	Flat owners' representation regarding poor maintenance, drainage leakages in the cellar, leakages in pillars, beams etc, and other serious grievances and issues.

January 2020	Flat owners' representation regarding cricket net issues.
22.02.2020	Flat owners' Complaint to Commission of Greater Hyderabad Municipal Corporation, tank Bund Road, Hyderabad. A Copy of the Complaint to Commission of Greater Hyderabad Municipal Corporation, tank Bund Road, Hyderabad dated 22. 02. 2022 is hereby annexed and marked as ANNEXURE C-3 (PAGES 37 TO 38)
16.03.2020	Flat owners' Complaint to Commission of Greater Hyderabad Municipal Corporation
05.06.2020	Flat owners complaint to Enforcement & Vigilance and Disaster Management Department
04.06.2020	Flat owners complaint to Deputy Commissioner, KAPRA circle
23.12.2020	Flat owners complaint to Deputy Commissioner, KAPRA circle
22.06.2021	Legal notice issued to Sri Bhavesh Mehta and Sri SohamModi. A copy of the legal notice issued to Sri Bhavesh Mehta and Sri SohamModi dated 22.06.2021 is herewith annexed and marked with ANNEXURE C-4 (PAGES 39 TO 40)
19.11.2021	A show cause notice to take legal action against Modi properties was issued to Sri Bhavesh Mehta and Sri SohamModi.A copy of the show cause notice to take legal action against Modi properties dated 19. 11.2021 is hereby annexed and marked as ANNEXURE C-5 (PAGES 41 TO 48)

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13.12.2021	Reply to the legal notice dated 26.02.2021 by Sri SohamModi A copy of the reply to the legal notice dated 13.12.2021 is herewith annexed and marked with ANNEXURE C-6 (FROM PAGES 49 TO 53)
05.01.2022	A legal notice was sent to MrBhaveshMehtha and MrSohamModi in continuation to the earlier notice dated 14.07.2021 and the reply by opposite parties dated 19.07.2021. A copy of the legal notice dated 05.01.2022 is herewith annexed and marked as ANNEXURE C-7 (FROM PAGES 54 TO 55)

10

**BEFORE THE HON'BLE NATIONAL CONSUMER
DISPUTES REDRESSAL COMMISSION, NEW DELHI
CONSUMER COMPLAINT NO: OF 2022**

IN THE MATTER OF:

1. Vista Homes Owners Association,
Sy. No. 193 to 195, Shubhodaya Colony,
Kushaiguda, Hyderabad - 500103

....COMPLAINANT

VERSUS

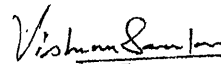
1. M/s. Vista Homes, D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road,
Secunderabad - 500003

...OPPOSITE PARTY NO. 1

2. Sri SohamModi, S/o. Sri SatishModi,
M/s. Vista Homes,
R/o. Plot No. 280, Road No. 25, Jubilee Hills,
Hyderabad - 500034, TS

...OPPOSITE PARTY NO. 2

FILED BY:



**M.S.Vishnu Sankar
Athira G. Nair
Advocates**

57 Lawyers Chambers
New Delhi 110001

Mob: +91 9891848022

advmsvsankar@gmail.com

Place : New Delhi
Dated: 02.08.2022

11

**BEFORE THE HON'BLE NATIONAL CONSUMER
DISPUTES REDRESSAL COMMISSION, NEW DELHI**

CONSUMER COMPLAINT NO: OF 2022

IN THE MATTER OF:

Vista Homes Owners Association,
Sy. No. 193 to 195, Shubhodaya Colony,
Kushaiguda, Hyderabad - 500103

....COMPLAINANT

VERSUS

1. M/s. Vista Homes, D. No. 5-4-187/3 & 4,
2nd Floor, Soham Mansion, MG Road,
Secunderabad - 500003

...OPPOSITE PARTY NO. 1

2. Sri SohamModi, S/o. Sri SatishModi,
M/s. Vista Homes,
R/o. Plot No. 280, Road No. 25, Jubilee Hills,
Hyderabad - 500034, TS

...OPPOSITE PARTY NO. 2

To:

The President
and his Companion Members
of the Hon'ble NCDRC

The Humble Complaint
of the Complainants above-named

**CONSUMER COMPLAINT FILED UNDER SECTION 21 OF THE
CONSUMER PROTECTION ACT 1986**

TO,

THE HON'BLE PRESIDENT AND HIS
COMPANION MEMBERS OF THE
NATIONAL CONSUMER DISPUTES
REDRESSAL COMMISSION, NEW
DELHI.

THE HUMBLE PETITION OF THE
ABOVE NAMED COMPLAINT.

12

MOST RESPECTFULLY SHOWETH:

PRELIMINARY SUBMISSIONS:

It is most respectfully submitted that the complainant "Vista Homes Owners Association", (and collective flat owners of Vista Homes, Kushaiguda, Hyderabad), represented by the President, submit this Affidavit knowing the full facts of the case.

The aggrieved parties are gone through a lot of atrocities done by the opposite parties. The problems faced by them are the opposite parties have not constructed based on the NBC norms. They have faced the issue of Drainage and sewerage, Septic tanks, Fire Safety, On Municipal Water, and arbitrary use of Corpus funds. On proportionate Costs where the opposite parties have failed to provide the Audit reports and account books and off record use of the Building maintenance fund and other structural issues.

The cause of action has arisen on the date the Complainant took charge of the activities of the building on 01-10-2020 and noticed irregularities and again on the date Opposite parties transferred the HDFC Bank account in the month of 21st August 2021 and the same cause of action is continuous as the Opposite parties have not rectified even after issuance of the legal notice on 20-11-2021

The complaints are the residents of Kushaiguda, Hyderabad and the Opposite party is situated in Hyderabad within the territorial jurisdiction of the Hon'ble National Commission. The value of the flats purchased and paid as consideration is approx. ₹ 113,10,00,000/-, which exceeds two crore rupees and attracts the pecuniary jurisdiction of

the Hon'ble Commission. Hence the complaint is maintainable in law.

BRIEF FACTS OF THE CASE:

1. It is submitted that the complainant is a Resident's Welfare Organisation for Vista Homes, Kushaiguda, Sy. No. 193 to 195, Subhodaya Colony, Kushaiguda, Hyderabad - 500103 built by the Opposite parties. The Resident Welfare Organisation collectively holds the membership of all the residents in Vista Homes and each owner is collectively represented as a member of the association. The complainant is a registered association under the Andhra Pradesh Societies Registration Act, 2001 with the Registrar of Societies, Ranga Reddy (E), Telangana vide Registration No. 791 of 2014.
2. It is submitted that the Opposite Parties are the Builders of a residential project by the name Vista Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered agreements for construction to the respective purchasers who are the members of the Complainant Association.
3. It is also submitted that Opposite parties have obtained Greater Hyderabad Municipal Corporation (**hereafter referred to as "GHMC"**) permission for the construction of residential towers in Sy. No. 193 to 195 with Cellar for parking + Ground + 4 upper floors for residential flats consisting of 9 Blocks i.e., A to I and Gound + 4 upper floors for Amenities.
4. It is submitted that the flats constructed by Opposite Parties are sub-standard, without following the standards of construction prescribed by the National Building Code Norms and deviating from the permission given by

GHMC. Due to this, the members of the Complainant, who are residents and the owners (purchasers) of flats in Vista Homes are subjected to severe mental stress and health hazards.

5. It is submitted that even after several representations given by the flat owners, the Opposite parties have not responded to any of their complaints and made the members of the complainant suffer and live in dilapidated conditions for the sake of purchasing their homes (flats) by investing their hard-earned money and also by obtaining financial loans from banks.
6. It is submitted that the Building permission (sanctioned) issued by the GHMC is very clear that the permission for construction is issued to adhere to the standards prescribed under G.O. Ms. No. 86, MA Dt. 03.03.2006, as amended in G.O. Ms. No. 168, MA, Dt. 07.04.2012 and National Building Code Norms stipulated by Bureau of Indian Standards, Fire Service Department No. 689/AD/FPW/GHMC/2012 Dt. 17.07.2012 and also refer to the latest Real Estate (Regulation and Development) Act, 2016.

QUESTIONS OF LAW:

- I. Whether the Septic tanks and Sewerage Tanks are constructed in the Cellar Area following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks (IS 2470)?
- II. Whether the builder and Structural Engineers are liable for such misconduct and responsible for the residents health hazards?
- III. Whether the declaration given to GHMC for obtaining Occupancy Certificate of design for construction of

Septic Tanks under Cellar roof was legitimate and valid?

- IV. Whether the design of constructing Septic Tanks in the Cellar is approved by GHMC?
- V. Whether the opposite parties have taken prior approval from the Fire Safety Officer and NOC from the concerned department?
- VI. Whether the violation of the governing acts amounts to a travesty of justice?

GROUND:

- A. It is submitted that the flats constructed by opposite parties are sub-standard, without following the standards of construction prescribed by the National Building Code Norms and deviating from the permission given by GHMC. In regards to this, the members of the complainant, who are the residents and the owners of the flats in Vista Homes are subjected to mental stress and health hazards.
- B. It is submitted that even after many complaints given by the flat owner, the opposite parties have not responded to one single complaint and made the members of the complainant go through the worst conditions and let them live in a very hazardous situation for the purpose of purchasing their flats by investing their hard-earned money and taking financial aids from the bank (Loans).
- C. It is submitted that the Opposite Parties are the Builders of a residential project by the name Vista Homes in Kushaiguda, Hyderabad, consisting of 377 flats, which were sold and entered agreements for construction to the respective purchasers who are the members of the Complainant Association.

- D. It is also submitted that Opposite parties have obtained GHMC permission for the construction of residential towers in Sy. No. 193 to 195 with Cellar for parking + Ground + 4 upper floors for residential flats consisting of 9 Blocks i.e., A to I and Ground + 4 upper floors for Amenities Block under reference cited above (1).
- E. It is submitted that the flats constructed by Opposite Parties are sub-standard, without following the standards of construction prescribed by the National Building Code Norms and deviating from the permission given by GHMC. Due to this, the members of the Complainant, who are residents and the owners (purchasers) of flats in Vista Homes are subjected to severe mental stress and health hazards.
- F. It is submitted that even after several representations given by the flat owners, the Opposite parties have not responded to any of their complaints and made the members of the complainant suffer and live in dilapidated conditions for the sake of purchasing their homes (flats) by investing their hard-earned money and by obtaining financial loans from banks.
- G. It is submitted that the Building permission (sanctioned) issued by the GHMC is very clear that the permission for construction is issued to adhere to the standards prescribed under G.O. Ms. No. 86, MA Dt. 03.03.2006, as amended in G.O. Ms. No. 168, MA, Dt. 07.04.2012 and National Building Code Norms stipulated by Bureau of Indian Standards, Fire Service Department No. 689/AD/FPW/GHMC/2012 Dt. 17.07.2012 The latest Real Estate (Regulation and Development) Act, 2016 has points that succour to this.

H. It is submitted that the following are the irregularities in the building causing members of the complainant to suffer and live in dilapidated conditions.

I. It is submitted that since the construction of the flats, there is improper drainage and sewerage system causing water stagnation in Cellar Area, Lifts pits, Electrical room etc., leading to sewerage water stagnation for several days and thereby causing severe health hazards and unhygienic conditions. There is no space to clear the sludge from these septic tanks as the clearing vehicles cannot enter the cellar area. The drainage and septic tanks are improperly constructed in the cellar (parking area) under the roof, thereby these septic tanks are not suitable for cleaning and clearing the sludge.

J. It is submitted that the standards prescribed by GHMC for sanction on the building permission of Vista Homes are very clear and such Septic tanks and water sewerage tanks should not be placed under the roofs, near any walls and should be properly connected for drain-out. Further, as per standards, the septic tanks should be placed where clearing vehicles can easily approach for clearing the sludge on a regular basis.

3.3.1. (IS:2470) - NBC Norms - Septic tank should be located at a place open to the sky, as far away as possible from the exterior of the wall of the building and should not be located in swampy areas or areas prone to flooding. It should also be accessible for cleaning.

K. It is submitted that against the standards for construction of Septic Tanks, Opposite parties have placed them under the cellar roofs, thereby causing severe problems. The sewerage water seeped through the tank walls and entered the Lift Pits and Electrical

Rooms. This causes a severe problem, and many times residents are falling ill. The whole sewerage system and septic tanks constructed in the cellar have become one-time-use.

- L. It is submitted that another issue with the Sewerage is that Opposite parties have not provided a proper exit for the sewerage connection and placed some pumping motors to leave it open in nearby open Nala which is against the rules. The NBC with regards to the drainage clearly states that a conduit, channel or pipe for the carriage of stormwater, sewage, wastewater or other waterborne wastes in a building drainage system. Failing to do it causes severe damage to the environment.

3.1.3 (IS:2470) - NBC Norms - Under no circumstances should effluent from a septic tank be allowed into an open channel drain or body of water without adequate treatment.

3.1.6 (IS:2470) - NBC Norms - When the pumping arrangement is provided before the septic tanks the sewage from the pump should not be discharged directly into the septic tank. Normally, the discharge from the pump is first led into a tank and then sewage is allowed to flow into the septic tank gravitationally and the provisions of 3.1.5 shall be observed.

It is submitted that yet another problem is that the Opposite parties have not provided sufficient Sewage and Septic Tanks suitable for all 377 units. For namesake, Opposite parties have constructed a few tanks and it has become a major problem to pump the sewerage into outside Nala on a minute-to-minute basis. If there is any power failure for a period of few hours, all our cellars are filled

with Sewage and Septic water including the lift pits, electricity rooms etc.,

- M. It is submitted that as per the National Building Code Norms and Fire Safety Department norms, every builder must provide a proper water spray extinguishing system by connecting the same through a static water storage tank.
- N. However, the Opposite parties have laid only pipes in the Cellar and are connected to neither pump nor water sump. These pipes are useless and cannot be used in case of any fire emergency in the buildings.
- O. As per National Building Code norms and Fire Safety features, all residential buildings are classified as Category A and require prior approval from the Director of Fire before construction. After examining the required fire safety features, an Officer issues a NOC to the builder. Every building project (according to the National Building Code) should have the following built-in firefighting features and equipment Wet riser: a vertical pipe connected to the water tank built underground, Down comer: a vertical pipeline for the overhead tank, and Hydrant: horizontal pipeline connected to the water tank, Water tanks: Underground water tank (capacity between 50,000 to 2,50,000litres) and terrace water tank (capacity between 10,000 and 20,000 litres) etc. The opposite parties have not even provided any such equipment in the Vista Homes and don't know how the Opposite Parties have managed to obtain a fire clearance certificate.
- P. It is submitted that as per the agreement Opposite parties have agreed to provide municipal water to each flat. With frequent follow-ups & requests to Opposite parties, (and after one of the members filed a case with the District Consumer Forum) Opposite parties have paid the requisite

fee to the HMWS&SB for the municipal water connection and provided the same. This water connection which Opposite parties have applied is insufficient for 377 flats. It shows that Opposite parties have applied/paid the fee only for 164 flats, which is not even 50% of the dwelling units.

- Q. It is submitted that the Opposite Parties are the promoters of Modi Builders and have developed Project by the name Vista Homes in Sy. No.193 195, Shubhodaya Colony, Kushaiguda, Hyderabad - 500103, consisting of various flats, which were sold to respective purchasers, have self-declared themselves as president and Secretary respectively of Vista Homes Owners Association, from 2014 to 2020 without conducting elections for the period of 6 years approximately.
- R. It is further submitted that upon complainant's various representations the opposite parties have finally conducted elections 25.09.2020 and the new elected body by the flat owners of Vista Homes have come into force w.e.f. 1-10-2020.
- S. It is further submitted that the Opposite parties did not hand over the account books pertaining to their tenure till 2020, further they have not handed over any trace of paper pertaining to any correspondence made during their tenure. Despite several requests, they have not co-operated with the previous and present General Body for change of authorization in the Bank account of Vista Homes Owners Association. Therefore, the new association had opened a new bank account with Axis Bank, under the helpless condition to run the functioning of the association as the authorization of the previous bank account maintained with

HDFC has not been transferred by Opposite parties till 2020.

- T. It is further submitted that during the tenure of Opposite parties, have collected Corpus funds amounting to Rs.65,00,000/- (Rupees Sixty-Five Lakhs only) approximately, and utilized without the approval of the GBM of the owners.
- U. It is further submitted that even after the formation of the New Association elected by flat owners, Opposite parties both had not transferred the authorization for the operation of the account. Hence some of the Flat owners have deposited a maintenance amount of Rs. 9,00,000/- (approximately) in the HDFC Bank Account. The said account was under the control of the Opposite parties till 2021 and has not transferred to the newly elected body despite several requests and finally transferred the authorization in the year 2021.
- V. It is further submitted that opposite parties failed to submit any audit report pertaining to the affairs of accounts of the Society so as to present to the general body, even after persistent requests from the present general body of the Association.
- W. It is submitted that upon issuing a legal notice on 22-06-2021 to call upon to furnish all books of accounts, audit reports and sign necessary papers for shifting the authorization to the present general body, the Opposite parties have transferred the HDFC Bank account in the month of 21st August 2021 and also refunded separately ₹ 6,37,000.00 amounts lying in a separate account which was collected towards the maintenance charges from the owners of the flat for the period of 2014-2020.

- X. However, on verification of the accounts submitted by opposite parties, it is understood that opposite parties have utilized the corpus fund amount approximately of ₹ 47,00,000/- (Forty-seven lakhs only) into opposite parties building funds/company purposes and there are no proper accounts for the said amounts.
- Y. As per the Agreement of Sale for every flat owner under clause 36, it is agreed by the Opposite parties that they shall pay the proportionate cost of outgoings such as common water charges, common lights, repairs, and salaries of the clerk, watchman, sweepers etc. The proportionate amounts are to be paid by the Opposite parties until the completion of the project. Accordingly, as calculated the Opposite parties must pay an amount of 96,77,000/- towards their proportionate amounts in terms of the Agreement of Sale which has not been shown properly in the statements of accounts.
- Z. It is further submitted that several other issues in substandard construction are identified below.
1. Insufficient storage capacity for manjeera and insufficient pumping capacity.
 2. Water leakage problem from outer walls and from top floors. Improper drainage in the cellar causes water stagnation and unhygienic conditions.
 3. Outer bounding walls have many cracks ready to collapse.
 4. Water Harvesting Pits constructed but filled it with waste material it's not functioning even unable to recharge bore wells.

5. Deficiency of power back up not able to receive 1KV and Insufficient transformer capacity due to which frequently current is tripping.
6. Sewerage treatment plant not constructed and discharging drainage water into Nala without treating.
7. Not maintained security cameras and now it's not functioning.
8. Improper maintenance of GYM and ClubHouse.
9. Not maintaining borewell motors and fixing insufficient motors.
10. The structure formed cracks and seepages in columns, beams & slabs, its lost strength.
11. In many flats poor plastering using poor quality material thereby causes leakages and water seepages from the outer.
12. In many flats grouting work has not been done, causing all walls dampness.
13. Improper laying of walkway and approach road many utilization.

AA. With the above facts of the case, the complainant identifies the following issues and irregularities made by the Opposite parties in constructing the Vista Homes Flats, Kushaiguda Hyderabad:

1. The Septic Tanks and Sewerage Tanks are constructed in the Cellar Area without following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks (IS: 2470).

2. The fire extinguishing pipes are provided only in the Cellar area and are not connected to any motor or sump. This is a grave violation of the Fire Safety Norms, which may lead to severe life loss in case of any fire emergency.
 3. Opposite parties have provided insufficient Municipal Water Connection for the flats for a requirement for 164 flats only instead of 377 flats.
 4. Sewerage is that Opposite parties have not provided a proper exit for the sewerage connection and placed some pumping motors to leave it open in nearby open Nala which is against the rules. (Please refer to NBC Code Norms).
 5. Several structural defects in the construction are identified as narrated in para 29 above.
 6. Upon verification of the accounts submitted by opposite parties, it came to know that opposite parties have utilized the corpus fund amount of ₹ 47,00,000/- (Forty-seven lakhs only) into opposite parties building funds/company purpose and there are no proper accounts for the said amounts.
 7. The proportionate amounts to be borne by the Opposite parties as per Clause 36 of the Agreement of sale have not been properly shown by the Opposite parties till handed over to the petitioners' newly elected body. Accordingly, as calculated the Opposite parties must pay an amount of ₹ 96,77,000/- approximately towards their proportionate amounts in terms of the Agreement of Sale.
- BB.** It is submitted that the claim of the Complainant exceeds Rs. 2 Crores and therefore this Hon'ble

Commission has the jurisdiction to entertain the Subject Complaint

- CC.** The Complainant has not filed any other Complaint or Petition in respect of the relief claimed in the instant petition before this Hon'ble Commission or any Court/Tribunal or Commission in India.
- DD.** The Complainant has paid the required court-fees.

PRAYER

In the above premises, it is most respectfully prayed that this Hon'ble Commission in the interests of justice may be pleased to:

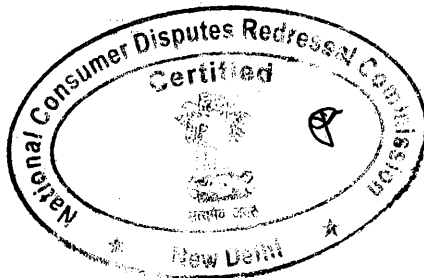
1. To direct the Opposite parties to provide the proper drainage system connecting to the main drainage of GHMC, and to reconstruct Sewerage Tanks following the NBC Norms and Indian Standard Code of Practice for Installation of Septic Tanks, or award suitable amounts for construction of the same by the complainant.
2. To direct the Opposite parties to provide the fire extinguishing pipes in the Cellar area to any motor or sump, or award suitable amounts for construction of the same by the complainant.
3. To direct the Opposite parties to apply and provide sufficient Municipal Water Connections suitable for all 377 flats, or award suitable amounts for construction of the same by the complainant.
4. To direct the Opposite Parties to provide and construct a suitable Sewerage exit with sewerage connection or award suitable amounts for construction of the same by the complainant.

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5. To direct the Opposite Parties to make suitable repairs to Several structural defects in the construction or award suitable amounts for construction of the same by the complainant.
6. To direct the Opposite Parties to refund improperly utilized corpus fund amount of ₹ 47,00,000/- (Forty-seven lakhs only) with interest.
7. To direct the Opposite Parties to refund the proportionate amounts in terms of clause 36 of the sale agreement and the same is calculated as an amount of ₹ 96,77,000/- with interest.
8. To pay compensation of ₹ 1,00,000/- to each flat owner and costs of ₹ 1,00,000/- towards filing this complainant
9. Pass any such other or further order (s) as this the Hon'ble Commission deems fit and proper in the interest of justice under the facts and circumstances of this case.

**AND FOR THIS ACT OF KINDNESS THE COMPLAINANTS
AS IN DUTY BOUND SHALL EVER PRAY**

FILED BY:



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Place : New Delhi
Dated: 02.08.2022