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If Document is not claimed within 10 days from the date of Registration, safe custody fee of Rs. 50/- for every thirty days or part thereof, if in excess of 10 days subject to maximum of Rs. 500/- will be levied.



# తెలంగాణ तेलंगाना TELANGANA

S.No. 3604

Date:03-02-2017

Sold to: MAHENDAR

S/o. MALLESH

For Whom: M/s. B&C ESTATES

744712 ATISH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-029/2015 Plot No.227, Opp.Back Gate of City Civil Court, West Marredpally, Sec'bad. Mobile: 9849355156

## SALE DEED

This Sale Deed is made and executed on this 1st day of March 2017 at S.R.O, Vallabhnagar, Medchal-Malkajgiri, District by and between:

M/s. B & C ESTATES {Pan No.AAHFB7046A}, a registered partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003 represented by its partners M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its registered office at 5-4-187/3 & 4, Soham Mansion, 2<sup>nd</sup> floor, M. G. Road, Secunderabad, represented by its Managing Director, Sri Soham Modi, Son of Late Satish Modi, aged about 46 years, Occupation: Business {Pan No.ABMPM6725H} and Mr. K. V. Subba Reddy, Son of Shri. K. Chandra Sekhar Reddy aged about 46 years, Occupation: Business, resident of Flat No.502, Vasavi Homes, Street No.1, Uma Nagar, Kundanbagh, Hyderabad {Pan No.AEZPK4734Q}, hereinafter referred to as the Vendor.

# IN FAVOUR OF

- 1. Mrs. Manushi, Wife of Mr. Prasoon Gairola, aged about 31 years {Pan No.BFGPM1158D, Mobile No.8688238218}, and
- 2. Mr. Prasoon Gairola, Son of Mr. Durga Prasad aged about 36 years both are residing at Flat No. B-104, Aspen Apartments, Street No. 3, Tarnaka, Secunderabad {Pan No.AIUPG6193L, Mobile No.9848533003}, herein after referred to as the 'Vendee'.

The term Vendor and Vendee shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, MOTE TO SEED For E C etc.

Page 1



re of Sub Registrar Vallabhnagar Exercising the powers of Registrars under Section 30



The South State of Fig. Vallabhnagar

## WHEREAS:

- A. The Vendor is the absolute owners, possessors and in peaceful enjoyment of the land forming a part of survey nos. 2/1/1, 183, 184, 190 & 191 Mallapur Village, Uppal Mandal, Ranga Reddy District admeasuring about Ac.3-29 Gts, by virtue of a registered sale deeds dated 31.10.2006, 18.11.2006 and 22.11.2006 bearing document nos.16096/06, 17638/06 & 18995/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R. R. District, executed by its former owners viz., Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, Mr. M. Venkata Narsimha Rao, S/o. Shri M. Venkat Rama Rao and Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- B. The total land admeasuring Ac.3-29 Gts., forming a part of survey nos. 2/1/1, 183, 184, 190 & 191 of Mallapur Village, Uppal Mandal, Ranga Reddy District is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.
- C. The Vendor purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:
  - Shri. M. Venkata Narsimha Rao, Son of Shri M. Venkat Rama Rao,
  - Shri. M. Venkat Ramana Rao, Son of Shri M. Venkat Rama Rao
  - Smt. M. Suneetha, Daughter of Shri M. Venkat Rama Rao
- D. Late Smt. M. Chandu Bai, W/o. late. M. Venkata Narsimha Rao was the original pattedar of a larger extent of agricultural land in Mallapur village, Uppal Mandal, Ranga Reddy District. The Scheduled Land is a part of the larger extent of land owned by her.
- E. Late Smt. M. Chandu Bai died on 27<sup>th</sup> August, 1992 and by her will dated 9<sup>th</sup> June, 1992 bequeathed lands in Mallapur Village to her grand children, the former owners referred to above. The Scheduled Land forms a part of lands bequeathed to her grand children.
- F. As per the proceedings of the MRO bearing no. ROR/Rectification/3/94 dated 18.05.1994 the names of the original pattedars were mutated in the revenue records. Pahanis for the year 1995/96 reflect the names of the original pattedars as owners and possessors of lands in Mallapur Village, including the Scheduled Land. Patta passbook and title book have been issued in favour of the previous owners by the Mandal Revenue office, Uppal Mandal, R.R. District as per the details given below.

S.	Name of Pattedar	Patta	Passbook	Title	Extent of land	Sy. No
No.	·	No.	No.	book No.		
1	M. Venkata Narsimha Rao	26	51094	171929	Ac. 0-30 Gts.,	183
					Ac. 0-14 Gts.,	184
2	M. Venkat Ramana Rao	27	51095	170930	Ac. 1-02 Gts.,	2/1/1
					Ac. 0-07 Gts.,	191
3	M. Suneetha	28	51096	171931	Ac. 1-26 Gts.,	190

For B & C ESTATES

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For B & C ESTATES

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indorsement:	Stamp Duty respect of t	, Tranfer Duty, Reg his Instrument.	istration Fee and	i User Charg	es are collecte	as Delow In		
Description	In the Form of							
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Tota	
Stamp Duty	100	0	168300	0	0	0	168400	
Transfer Duty	NA	0	63150	0	0	0	63150	
Reg. Fee	NA	0	21050	Ó	0	0	2105	
User Charges	NA	0	100	10	0	0	11	
Total	100	0	252600	10	0	0	25271	

Rs. 231450/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 21050/- towards Registration Fees on the chargeable value of Rs. 4210000/- was paid by the party through Challan/BC/Pay Order No ,244901 dated, ,16-DEC-16 through E-Challan No ,263GCH151216 dated ,16-DEC-16 of ,SBH/TREASURY BRANCH HYDERABAD

# E-Challan Details Received from Bank :

(1). AMOUNT PAID: Rs. 252600/-, DATE: 16-DEC-16, BANK NAME: SBH, BRANCH NAME: TREASURY BRANCH HYDERABAD, BANK REFERENCE NO: 001353241, REMITTER NAME: PRABHAKAR REDDY K, EXECUTANT NAME: B AND C ESTATES, CLAIMANT NAME: MRS. MANUSHI AND PRASOON GAIROLA) MUMULUS Officer

Date:

01st day of March,2017

13 තුනු කො 20/2 කි./ මේ 1මුත් නිම කුර <u>652</u> තිංහන සි ලියුව සි කෙරෙයි. බැබරු තිහු නිකාල්ල රාවුලකු තිලුවේ 1860 1. <u>652</u> - 20/<del>2</del> .

Vallabhnagar

JOI- 01/03/2017





- · G. Vide proceedings of the Tehsildar Uppal Mandal bearing no. B/4587/2008 and B/4588/2008 dated 25.07.2008 land admeasuring Ac.3-29 Gts, forming part of survey nos. 2/1/1, 183, 184, 190 & 191 Mallapur Village, Uppal Mandal, Ranga Reddy District was mutated in favour of the Vendor herein.
  - H. The Vendor has obtained permission from GHMC in file no. 3915/18/01/2013/ HO vide permit no 31305/HO/EZ/Cir-1/2014 dated 29.01.2014 for developing the Scheduled Land into a residential complex of 370 flats, consisting of two basements, ground and nine upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc. The total proposed construction consists of two basements, ground and nine upper floors.
  - I. By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and it is absolutely entitled to sell the flats to any intending purchaser.
  - J. The Vendor proposes to develop the Scheduled Land by constructing about 370 flats of similar elevation, colour, scheme, etc. along with certain amenities for the common enjoyment like a club house, CC roads, street lighting, landscaped gardens, etc. The proposed flats will be constructed strictly as per the design proposed by the Vendor and the Vendee shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
  - K. The proposed project of development on the entire Scheduled Land is styled as 'Mayflower Grande'.
  - L. The Vendee is desirous of purchasing a semi-deluxe apartment bearing flat no.401 on fourth floor, in block no. 'B' admeasuring 1400 sft. of super built-up area together with proportionate undivided share of land to the extent of 43.34 sq. yds, and a reserved parking space for single car in the basement floor, admeasuring about 100 sft., in the proposed group housing scheme known as 'Mayflower Grande' and has approached the Vendor.
  - M. The Vendee has inspected all the title documents of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the flat thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Mayflower Grande. The Vendee upon such inspection etc., is satisfied as to the title and competency of the Vendor.
  - N. The Vendor has agreed to sell the Scheduled Flat together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 42,10,000/- (Rupees Forty Two Lakhs Ten Thousand Only) and the Vendee has agreed to purchase the same.

O. The Vendor and the Vendee are desirous of reducing into writing the terms of sale.

For B & C ESTABLES
Partner

For B & C E

Page 3

BK-1, CS No 692/2017 & Doct No 6522 / 2017 Sheet 3 of 12 Sub Registrar Vallabhnagar





## NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- 1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the semi-deluxe apartment bearing flat no.401 on the fourth floor, in block no. B', having a super built-up area of 1400 sft., (i.e., 1120 sft. of built-up area & 280 sft. of common area) in building known as 'Mayflower Grande' together with:
  - a) An undivided share in the Schedule Land to the extent of 43.34 sq. yds.
  - b) A reserved parking space for single car on the basement floor, admeasuring about 100 sft.

situiated at forming part of Sy. Nos. 2/1/1, 183, 184, 190 & 191 situated at Mallapur village, Uppal Mandal, R. R. District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of Rs.42,10,000/- (Rupees Forty Two Lakhs Ten Thousand Only). The Vendor hereby admits and acknowledges the receipt of the said consideration in the following manner:

- i. Rs.16,80,000/-(Rupees Sixteen Lakhs Eighty Thousand Only) paid by way of banker cheque no.845912, dated 06.12.2016 drawn on State Bank of India, Secunderabad Branch issued by SBI, RACPC, Hyderabad.
- ii. Rs.10,08,000/-(Rupees Ten Lakhs Eight Thousand Only) paid by way of cheque no.847470, dated 06.04.2016 drawn on State Bank of India, Secunderabad Branch issued by SBI, RACPC, Hyderabad.
- iii. Rs.6,25,000/-(Rupees Six Lakhs Twenty Five Thousand Only) paid by way of cheque no.845410, dated 15.12.2015 drawn on State Bank of India, Secunderabad Branch issued by SBI, RACPC, Hyderabad.
- iv. Rs.6,00,000/-(Rupees Six Lakhs Only) paid by way of cheque no.000013 dated 07.12.2016 drawn on HDFC Bank Ltd.,
- v. Rs,2,62,000/-(Rupees Two Lakhs Sixty Two Thousand Only) paid by way of cheque no.464967, dated 09.01.2017 drawn on State Bank of India, Secunderabad Branch issued by SBI, RACPC, Hyderabad.
- vi. Rs.35,000/-(Rupees Thirty Five Thousand Only) (Part Payment) paid by way of cheque no.980027, dated 07.12.2016 drawn on State Bank of India.
- 2. The Vendor hereby covenants that the undivided share in Scheduled Land & the Scheduled Flat belongs absolutely to it by virtue of various registered agreements referred to herein in the preamble of this Sale Deed and has therefore absolute right, title or interest in respect of the Scheduled Flat.
- 3. The Vendor further covenants that the Scheduled Flat is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Flat it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Vendee being put to any loss on account of any claims on the Scheduled Flat, the Vendor shall indemnify the Vendee fully for such losses.
- 4. The Vendor has this day delivered vacant peaceful possession of the Scheduled Flat to the Vendee.

For B & LSTATES FOR B & C Estates

For B & C Estates

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BK-1, CS No 692/2017 & Doct No Begistrar 6522 / 2012. Sheet 4 of 12 Sub Registrar Vallabhnagar





- 5. Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Vendee without any let or hindrance from the Vendor or anyone claiming through them.
- 6. 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 Vendee in the concerned departments.
- 7. 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.
- 8. That it is hereby agreed and understood explicitly between the parties hereto the Vendee shall be solely responsible for payment of any sales taxes, VAT, service tax, TDS or any other similar levy that may become leviable with respect to the sale / construction of the flats under this sale deed.
- 9. The Vendee do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Mayflower Grande as follows:
  - i. The Vendee shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Flat is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective flat/parking space in Mayflower Grande.
  - ii. That the Vendee has examined the title deeds, plans, extent of the flat, permissions and other documents and is fully satisfied with the same and the Vendee shall not hereafter, raise any objection on this account.
  - iii. That the Vendee shall become a member of the Mayflower Grande Owners Association that has been / shall be formed by / for the Owners of the flats in Mayflower Grande constructed on the Schedule Land. As a member, the Vendee shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Vendee ever fails to pay maintenance charges for his flat, the association shall be entitled to disconnect and stop providing all or any services to the schedule flat including water, electricity, etc.
  - iv. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the Mayflower Grande, shall vest jointly with the owners of the various tenements/ flats / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/flat/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.

FOR B & CESTATES POR B & CESTAGES

Page 5

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- v. The Vendee alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Flat from the date of delivery of its possession by the Vendor to the Vendee.
- vi. 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 Vendee 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 Vendee.
- vii. That rights of further construction in and around the Schedule Flat / Scheduled Land, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Vendee 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 Vendee.
- viii. That the residential flats shall always be called MAYFLOWER GRANDE and the name thereof shall not be changed.
- ix. The Vendee further covenant(s) with the Vendor and through them to the Vendee(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Flat or any part of the Scheduled Building nor shall he/she/they make any additions alterations in the Scheduled Flat without the written permission of the Vendor or other body that may be formed for the maintenance of the flats.
- x. That the Vendee 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 Vendee 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 Mayflower Grande. To achieve this objective the Vendee, 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 Mayflower Grande (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.

For B & C ESTATES

Partner

For B & C ESTATE.

BK-1, CS No 692/2017 & Doct No CS No 692/2017 & Doct No CS No 692/2017 & Bot No CS No 65/2 Sub Registrar Vallabhnagar





### SCHEDULE 'A'

#### SCHEDULE OF LAND

All that portion of the land area to the extent of Ac. 3-29 Gts., in survey no. 2/1/1, 183, 184, 190 & 191 of Mallapur Village, Uppal Mandal, Ranga Reddy District and bounded by:

North By	Main road	
South By	Sy. No. 191 (Part), 189, 184 (Part)	
East By	Sy. No. 1/1, 191 (Part)	
West By	Sy. No. 190 (Part)	

#### SCHEDULE 'B'

#### SCHEDULE OF FLAT

All that portion forming a semi-deluxe apartment bearing flat no.401 on the fourth floor, in block no. 'B' admeasuring 1400 sft. of super built-up area (i.e., 1120 sft. of built-up area & 280 sft. of common area) together with proportionate undivided share of land to the extent of 43.34 sq. yds, and a reserved parking space for single car in the basement floor admeasuring about 100 sft. in the residential complex named as 'Mayflower Grande', forming part of Sy. Nos. 2/1/1, 183, 184, 190 & 191 situated at Mallapur village, Uppal Mandal, R. R. District (Now under Medchal-Malkajgiri District) marked in red in the plan enclosed and bounded as under:

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

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

WITNESSES

1. Jack

2. ////

For B & C ESTATES

Partnel

For B & C ESTATES

**VENDOR** 

**VENDEE** 

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### ANNEXURE-1-A

1. Description of the Building : SEMI-DELUXE apartment bearing flat no.401 on the fourth

floor in block no. 'B' of "Mayflower Grande", residential Localities, forming part of Sy. Nos. 2/1/1, 183, 184, 190 & 191 situated at Mallapur Village, Uppal Mandal, R. R. District (Now

under Medchal-Malkajgiri District).

(a) Nature of the roof

: R.C.C. (Basement (2 Nos.) + Ground Floor + 9 Upper floors)

(b) Type of Structure

: Framed Structure

2. Age of the Building

: Under Construction

3. Total Extent of Site

: 43.34 sq. yds, U/s Out of Ac. 3-29 Gts.

4. Built up area Particulars:

a) In the Basement Floor

: 100 sft. Parking space for one car

b) In the Fourth Floor

: 1400 Sft,

5. Annual Rental Value

: ---

6. Municipal Taxes per Annum

7. Executant's Estimate of the MV

of the Building

Date: 01.03.2017

Date: 01.03.2017

: Rs. 42,10,000/-

for B & C ES PATES

Partner

Partner

Signature of the Executants

# CERTIFICATE

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

Parther

THE LINES

Signature of the Executants

Page 8

Bk-1, CS No 692/2017 & Doct No くろう Sub Registrar らく シークシー・Sheet 8 of 12 Sub Registrar Vallabhnagar



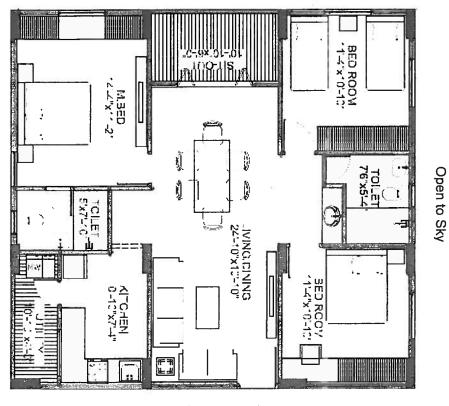


REGISTRATIO	N PLAN S	HOWING FLAT NO.	401 IN BLOCK NO. 'B'	ON FOURTH FLOOR	
t ja	IN T	HE RESIDENTIAL COMP	PLEX NAMED AS "MAYI	FLOWER GRANDE"	
IN SURVEY NO	<b>DS.</b> 2/1/	1, 183, 184, 190 & 191		SITUATED A	it .
	MAI	LLAPUR VILLAGE,	UPPAL	MANDAL, R	.R. DIST.
VENDOR:	M/S	. B & C ESTATES, REPR	RESENTED BY ITS PART	TNERS	
		I/S. MODI PROPERTIES RI SOHAM MODI, SON (		LTD REP. BY ITS MAN	AGING DIRECTOR
	2. N	IR. K. V. SUBBA REDDY	, SON OF SHRI. K. CHA	NDRA SEKHAR REDD	Υ
VENDEE:	1 MF	RS. MANUSHI, WIFE OF	MR. PRASOON GAIRO	LA	
	2. M	R., PRASOON GAIROLA,	, SON OF MR. DURGA	PRASAD	
REFERENCE: AREA:	43.34	SCALE: SQ. YDS. OR	INCL: SQ. MTRS.	EX	CL:

Total Built-up Area = 1400 sft. Out of U/S of Land = Ac. 3-29 Gts.



Open to Sky



6'-6" wide corridor

TOTE & CESTATES

FOI BACA

Pastner

SIGNATURE OF THE VENDOR

SIGNATURE OF THE VENDEE

Open to Sky

Bk-1, CS No 692/2017 & Doct No 552- /2の17- Sheet 9 of 12 Sub Registrar Vallabhnagar





### PHOTOGRAPHS AN

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17

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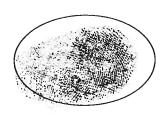


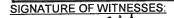






















# **IS AS PER SECTION 32A OF** ICT, 1908.

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

#### **VENDOR:**

M/S. B & C ESTATES, A REGISTERED PARTNERSHIP FIRM HAVING ITS OFFICE AT 5-4-187/3 & 4, 2<sup>ND</sup> FLOOR, SOHAM MANSION, M. G. ROAD, SECUNDERABAD - 500 003, REP.BY ITS PARTNERS

- 1. M/S. MODI PROPERTIES & INVESTMENTS PVT. LTD., HAVING ITS OFFICE AT 5-4-187/3 & 4, SOHAM MANSION 2<sup>ND</sup> FLOOR, M. G. ROAD, REP.BY ITS MANAGING DIRECTOR SRI SOHAM MODI S/O. LATE SATISH MODI
- 2. MR+K. V. SUBBA REDDY S/O. SHRI. K. CHANDRA SEKHAR REDDY R/O. FLAT NO.502, VASAVI HOMES STREET NO.1, UMA NAGAR KUNDANBAGH, HYDERABAD

#### **GPA FOR PRESENTING DOCUMENTS** VIDE GPA NO. 134 /BK-IV/2015, DT:18.12.2015

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. AT 5-4-187/3 & 4, SOHAM MANSION 2<sup>ND</sup> FLOOR M. G. POAD FLOOR, M. G. ROAD SECUNDERABAD

#### **VENDEE NO 1:**

MRS MANUSHI W/O. MR. PRASOON GAIROLA R/O FLAT NO. B-104, ASPEN APARTMENTS STREET NO. 3, TARNAKA SECUNDERABAD.

# VENDEE No. 2 CUM REPRESENTATIVE:

MR. PRASOON GAIROLA S/O. MR. DURGA PRASAD R/O FLAT NO. B-104, ASPEN APARTMENTS STREET NO. 3, TARNAKA SECUNDERABAD.

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For B & C STATES

SENATURE OF THE VENDOR

I send here with my photograph(s) and finger prints in the form prescribed, through my representative, Mr. Prasoon Gairola as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Ranga, Reddy District.

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF VENDEE(S)

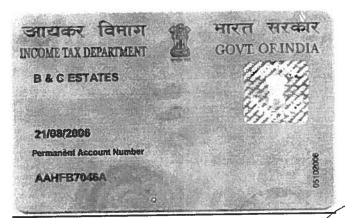
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# **VENDOR:**



For B & C ESTATES

For B & C ASTATES

Partner

त्थाई सेखा संख्या /PERMANENT ACCOUNT NUMBER

ABMPM6725H

नाग MAME

SOHAM SATISH MODI

THE THE WATHERS NAME SATISH MANILAL MODI

जन्म तिथि ADATE DE भारा H

18-10-1969

ETHER SIGNATURE Show Mode:

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स्थाई लेखा गंस्था /PERMANENT ACCOUNT NUMBER

AEZPK4734Q

VENKATASUBBA REDDY KALICHETI

पिता का नाम FEATHERS NAME CHANDRASEKAR REDDY KALICHETI

जन्म विथि /DATE OF SIRTH

16-05-1970

Circulation

हस्ताक्षर /SIGNATURE

Plestons.

पना क्रांसन क्ष्मा अन्य गोत Chief Commissioner of Incombides, Andrea Pradesh

आयकर विमाग

INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number

AWSPP8104E

Hostorpup Signature 20

भारत सरकार **GOVT. OF INDIA** 





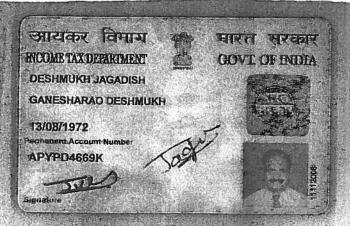
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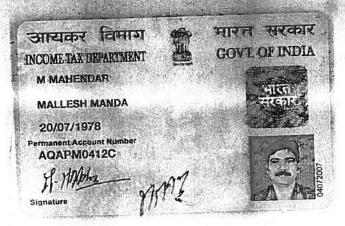


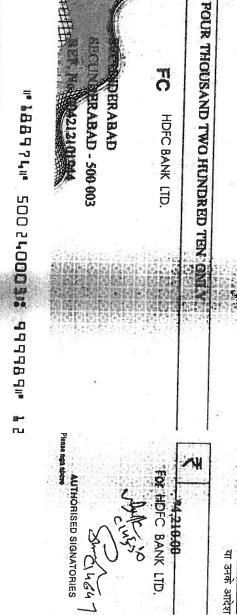




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VALID FOR 3 HOWTHS ONLY



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PRASOON KUMAR GAIROLA DURGA PRASAD 1-8-506/50&51 -G-3 PRAKASH NAGAR BEGUMPET BEGUMPET HYDERABAD - 500016

Issued On: 06/04/2013

RTA-HYDERABAD CZ

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# **ತಲ**ಂಗ್ ಣ तेलंगाना TELANGANA

S.No. 12230 Date:24-11-2015

Sold to: M. MAHENDAR

S/o. MALLESH

For Whom: B&C ESTATES.

Tripartite Agreement

CH.SHRAVANI
LICENSED STAMP VENDOR

D 351254

LICENSED STAMP VENDOR LIC.No.15-31-029/2013, House on P.No.21, W.S.Colony, R.R.Dist-501512. Ph:7842562342

This agreement is executed on this the 10<sup>th</sup> day of December 2015 between 1. Mrs. Manushi, wife of Mr. Prasoon Gairola aged about 30 years and 2. Mr. Prasoon Gairola, son of Mr. Durga Prasad aged about 35 years, residing at Flat no. B-104, Aspen apartments, street no. 3, Tarnaka, Secunderabad., hereinafter referred to as the 'Borrower (s)', which term shall unless repugnant to the context shall mean and include his / her heirs, representatives, successors, executors, attorneys, administrators and assigns, of the party at the 'First Part'.

AND

M/s. B & C ESTATES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003, represented by its partners Mr. K. V. Subba Reddy S/o. Shri. K. Chandra Sekhar Reddy aged about 43 years, Occupation: Business, resident of Flat No. 502, Vasavi Homes, Street No.1, Uma Nagar, Kundanbagh, Hyderabad and M/s. Modi Properties & Investments Pvt. Ltd., a company incorporated under the Companies Act 1956, and having its registered office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad, represented by its Managing Director, Sri Soham Modi, S/o. Sri Satish Modi, aged about 44 years, hereinafter referred to as the 'Builder',

which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Second Part'.

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For B & C ESTATES

Partner

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State Bank of India, a body corporate, constituted under the State Bank of India Act 1955, having amongst others one of its Branch Office at State Bank of India, RACPC, Patny branch, hereinafter referred as the 'SBI', which term shall unless repugnant to the context shall mean and include its representatives, successors, administrators and assigns, of the party at the 'Third Part'.

Whereas, the 'Builder' is the absolute owner and in peaceful possession of the residential property bearing no. B-401 in Mayflower Grande at Survey no. 2/1/1, 183, 184, 190 & 191, situated at Mallapur village, Uppal Mandal, Ranga Reddy District and whereas GHMC has sanctioned building plan vide GHMC in file no. 3915/18/01/2013/ HO vide permit no 31305/HO/EZ/Cir-1/2014 dated 29.01.2014 to construct a residential apartment on the said property.

Whereas 'Builder' has taken up construction of residential apartment known as MAYFLOWER GRANDE on the said property.

Whereas, the Party at the Second Part shall complete the construction of the flats latest by January 2017 and is booking the sale of the unit / apartment. The proposed buyer has to make the payment of the sale consideration by 28<sup>th</sup> of November 2016 and on the payment of the entire sale consideration, the Party at the Second Part shall hand over the possession of the flat to the said proposed buyer.

Whereas, the Party at the First Part has booked a flat bearing No. B-401, measuring super area 1400 sq. ft., (hereinafter referred to as the said flat) in the building which the Party at the Second Part shall construct on the above said plot and the Party at the First Part has to pay the entire consideration amount by 28<sup>th</sup> of November 2016.

Whereas, the Party at the First Part has approached the Party at the Third Part for availing a loan of Rs.32,70,000/- (Rupees Thirty Two Lakhs Seventy Thousand only) to finance the purchase of the said flat. Besides other securities, the Party at the First Part has agreed to create the charge over the said flat along with the proportionate undivided share in the land in favour of the Party at the Third Part. In the absence of proper Conveyance Deed / Sale Deed in its favour, the Party at the First Part is not in a position to create a valid mortgage over the said flat and proportionate share of land in favour of the Party at the Third Part.

Whereas, the Party at the First Part and the Party at the Second Part have requested the SBI to disburse the said loan to the Borrower, notwithstanding the fact that the Conveyance Deed / Sale Deed is not executed in favour of the Party at the First Part at this stage, and in consideration of the SBI sanctioning the loan to the Borrower(s), the Borrower(s) and the Builder have executed this Agreement on the following terms and conditions.

#### Now therefore it is hereby agreed by and between the parties that:

1. That the SBI has and shall have the first and paramount lien over the money already paid by the Borrower(s) to the Builder and or whatever amount the Borrower(s) shall pay to the Builder in future for the due repayment of the loan which the SBI shall grant to the Borrower. The charge in favour of SBI shall be first and paramount over the charge which the Builder may have over the said flat.

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- 2. That the Builder agrees that it has no objection to the Borrower(s) mortgaging the said flat with proportionate share in land to the SBI as security for the said loan agreed to be advanced by the SBI for the purpose of purchase / construction of the said flat. In the event of default in the repayment of loan and / or the Borrower(s) committing any other default which makes the Borrower(s) liable for the repayment of the entire amount outstanding in the said loan as per the terms of the Loan Agreement executed between the Borrower(s) and the SBI, the Builder shall, at the call of SBI, be under obligation to cancel the booking and pay all the amounts received by the Builder from the Borrower(s) or on behalf of the Borrower(s) to the SBI.
- 3. That if for any reason there is any increase / escalation in the cost of the said flat, the increase shall be paid and borne by the Borrower(s) without any reference to the SBI and until such payment is made, the SBI shall have the right to suspend further disbursement of the said loan.
- 4. That in the event of the Builder cancelling the said booking for any default committed by the Borrower(s) or the project is shelved by the Builder or for any other reason whatsoever, the Builder shall pay the entire amount received from Borrower(s) to the SBI.
- 5. That in the event of failure of the Builder to complete the project, the Builder shall pay the entire money so received by it from the Borrower(s) to the SBI.
- 6. That the Builder shall note in its records the charge and lien of SBI over the said flat. The Builder shall not transfer the said flat to any other person without the prior written consent of the SBI.
- 7. That on the receipt of the entire consideration amount, the Builder shall execute a proper Conveyance Deed / Sale Deed / Lease Deed in favour of the Borrower. The Builder undertakes to deliver the same along with original registration fee receipt directly to the SBI and not to the Borrower(s). Before the execution of the Sale Deed / Conveyance Deed / Lease Deed, the builder shall inform the SBI about the same on the completion of the project.
- 8. That the builder agrees that the loan amount may be credited to the loan account no: 50200006211923, HDFC Bank, S.D. Road Branch, Secunderabad., from where the builder have availed financing facility for the project.
- 9. That the Borrower(s) shall also keep informed the SBI about the developments in the project. The Borrower shall notify the SBI the date of taking over the possession of the said flat. In case the Borrower(s) comes into possession of the Lease Deed / Conveyance Deed / Sale Deed, he / she shall immediately deliver the same to the SBI.
- 10. That the Borrower(s) assures that he / she will not avail finance from any other Bank or Financial Institution in respect of the property or further mortgage / charge the said flat to be allotted to him / her in any manner whatsoever.

11. That the Borrower(s) shall pay all charges, duties, taxes in respect of the said flat imposed or payable to the Builder and or to Corporation or any other Government Department / Authority in respect of the said flat and the SBI shall not be liable or responsible in any manner whatsoever or howsoever for the same.

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Partner

- 12. That the Borrower(s) agrees and acknowledges to keep the SBI indemnified against any loss or damage incurred by it in the event of failure of the Borrower(s) to honour or to meet any of its obligations under this Agreement in connection with the sanctioning of the loan in respect of the said flat.
- 13. That during the currency of the loan, the Borrower(s) shall not transfer the said flat to any other person, without the prior written consent of the SBI. The Builder shall not issue the duplicate allotment letter / possession letter to the Borrower(s) without the prior written consent of the SBI.
- 14. It is understood that the term 'loan' mentioned herein shall include interest, penal interest and all other sums payable by the borrower(s) to the SBI.
- 15. That in the event of any default by the Borrower(s), the SBI may at its discretion enforce the security by the sale and the Builder shall accept the Purchaser of the said flat in place of the Borrower(s), after the Purchaser complies with the necessary requirements of the Builder in this respect.
- 16. That the Builder assures the SBI that the construction shall be completed as per schedule and as per the sanctioned plans and on completion of construction, the title of the flat with proportionate undivided share in the land shall be conveyed in the name of the Borrower(s).
- 17. That it is further made clear and understood by all the parties that the non-completion of the project or the happening of any event shall not affect the obligations of the Borrower(s) to repay the loan availed from the SBI.
- 18. That the said flat is free from all encumbrances, charges, liens, attachments, trusts, prior agreements, whatsoever or howsoever. The party at first part and second part will not do any act or deed which will affect the security of the flats / or charge created in favour of SBI in any manner whatsoever.
- 19. That there is no order of attachment by the Income Tax Authorities or any other authority under any law for the time being in force nor any notice of acquisition or requisition has been received in respect of the said property.
- 20. That this Agreement shall not affect in any manner whatsoever the duties and obligations of the Borrower(s) and the terms and conditions agreed to by the Borrower(s) in the Loan Agreement and other documents executed in favour of SBI shall remain binding upon the Borrower(s).
- 21. That in case of acquisition, forfeiture / resumption of the said property, the SBI shall be entitled to get the compensation settled in respect of the said flat and to appear and act before the Collector / Revenue Officer / Estate Officer or any other concerned authorities, to sign any form, to give any statement, affidavit, application on Borrower's behalf, to receive the compensation in its own name and on the Borrower's behalf, to file appeal in any court for the enhancement of the compensation amount, to get the compensation amount enhanced and to receive the same.

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In witness whereof the parties hereto have signed this Agreement on the day, month and your first herein above written.

Signed and delivered by the:

Named Borrower (s)

1. Mrs. Manushi, wife of Mr. Prasoon Gairola aged about 30 years and 2. Mr. Prasoon Gairola, son of Mr. Durga Prasad aged about 35 years, residing at Flat no. B-104, Aspen apartments, street no. 3, Tarnaka, Secunderabad.

Signature of Borrower (s)

Authorized signatory of Builder.

Signature

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For State Bank of India, RACPC, Patny Branch

Authorised Signatory Signature

Witness:

Name & Address

1. Shri / Smt / Ms

Signature

Parmer

2. Shri / Smt / Ms

Signature

B. 70)