

SALE DEED

This Sale Deed is made and executed on this the day of at SRO, Uppal, Medchal-Malkajgiri District by and between:

1. M/s. Silver Oak Villas LLP, a registered Limited Liability Firm having its office, at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M. G. Road, Secunderabad - 500 003., represented by its Partner M/s. Modi Properties Pvt. Ltd. (Formerly known as 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, II Floor, Soham Mansion, M. G. Road, Secunderabad represented by its Managing Director, Mr. 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, Aadhaar No.3146 8727 4389}, hereinafter referred to as the Vendor.
2. M/s. Silver Oak Realty (formerly known as M/s. Mehta & Modi 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 Partner M/s. Modi Properties Pvt. Ltd. (Formerly known as 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, II Floor, Soham Mansion, M. G. Road, Secunderabad represented by its Managing Director, Mr. 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, Aadhaar No.3146 8727 4389}, hereinafter referred to as the Confirming Party.

IN FAVOUR OF

, son of aged about years, residing at , hereinafter referred to as the 'Purchaser'

The term Vendor, Confirming Party 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/Confirming Party/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this Sale 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. Late Shri P. Sai Reddy, S/o. Late Shri Yella Reddy, Late Shri P. Malla Reddy, S/o. Late Shri Yella Reddy, Late Shri Ram Reddy, S/o. Late Shri Linga Reddy and Late Shri Narsa Reddy (alias Narsi Reddy), S/o. Late Shri Sai Reddy were the original pattedars of agricultural land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Kapra Mandal, Medhchal – Malkajgiri District (formerly known as Ghatkesar Mandal, Ranga Reddy District).
- 1.2. Whereas Shri. P. Sanjeev Reddy is the only son and legal heir of Late Shri. P. Sai Reddy.
- 1.3. Whereas Late Shri P. Malla Reddy was survived by three sons and legal heirs namely Shri P. Narayana Reddy, Shri P. Narsimha Reddy and Shri P. Venkat Reddy.
- 1.4. Whereas Late Shri Narsa Reddy alias Narsi Reddy was survived by his four sons and legal heirs namely Shri P. Prabhakar Reddy, Shri P. Bal Reddy, the husband of Smt. P. Renuka Shri P. Ravinder Reddy and Shri P. Sanjeev Reddy. Shri P. Bal Reddy had gifted the agriculture land belonging to him admeasuring about Ac. 1-39 Gts., in Sy. Nos. 11 (Ac. 0-10 Gts.), Sy. No.12 (Ac.0-08 Gts.), Sy. No. 15 (Ac. 0.07 Gts.), Sy. No. 16 (Ac. 0-07 Gts.), Sy. No. 17 (Ac. 0-04 Gts.) Sy. No. 116 (Ac. 0-05 Gts.), Sy. No. 117 (Ac. 0-04 Gts.), Sy. No. 148 (Ac. 0-04 Gts.), Sy. No. 149 (Ac. 0-08 Gts.) and Sy. No. 294 (Ac. 0-17 Gts.) of Cherlapally Village, Kapra Mandal, Medhchal – Malkajgiri District to his wife Smt. P. Renuka by way of gift settlement deed bearing document no. 3050/04 dated 12.03.2004 registered at SRO, Uppal.
- 1.5. Where Late Shri P. Ram Reddy was survived by his three sons and legal heirs namely Late Shri Sarabha Reddy, Late Shri Narsimha Reddy and Shri Pratap Reddy. Late Shri. Sarabha Reddy was survived by his two sons namely Shri P. Purushotham Reddy and Shri P. Venkat Ram Reddy. Late Shri. P. Narsimha Reddy is presumed dead as he is missing for over 2 decades. Late Shri. P. Narsimha Reddy was survived by his wife Smt. P. Susheela, and son Shri P. Narender Reddy.
- 1.6. After the death of the original pattedars referred above, Sri. Palle Sanjeev Reddy, Sri. Palle Prabhakar Reddy, Smt. Palle Renuka, Sri. Palle Ravinder Reddy, Sri. Palle Pratap Reddy, Sri. Palle Purushotham Reddy, Sri. Palle Venkat Ram Reddy, Smt. Palle Susheela, Palle Narayana Reddy, Palle Narsimha Reddy, Palle Venkat Reddy and Shri. P. Sanjeev Reddy (collectively referred to as Original Owners) being the only legal heirs of the original pattedars became the lawful owners and possessors of land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Kapra Mandal, Medhchal – Malkajgiri District.

- 1.7. After due proceedings of the MRO/RDO, the names of the Original Owners were mutated in the revenue records. Pahanis for the year 2002-03 reflect their names as owners and possessors of land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Kapra Mandal, Medchal – Malkajgiri District. Patta Passbook and title book have been issued to them by the Mandal Revenue Office, Kapra Mandal, Medchal-Malkajgiri District as per the details given below.

S. No.	Name of Pattedar	Patta & Passbook no.	Title book no.		Extent
1.	P. Sanjeev Reddy Vendor No. 1	20 & 177970	10420	Sy. No. 14	Ac. 1-06 Gts.
				Sy. No. 18	Ac. 1-00 Gts.
				Sy. No. 294	Ac. 1-28 Gts.
2.	P. Prabhakar Reddy Vendor No. 2	9 & 177959	10409	Sy. No. 11	Ac. 0-09 Gts.
				Sy. No. 12	Ac. 0-09 Gts.
				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
3.	P. Bal Reddy Vendor No. 3	7 & 177957	10407	Sy. No. 294	Ac. 0-17 Gts.
				Sy. No. 11	Ac. 0-10 Gts.
				Sy. No. 12	Ac. 0-08 Gts.
				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
4.	P. Ravinder Reddy Vendor No. 4	10 & 177960	10410	Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.
				Sy. No. 11	Ac. 0-09 Gts.
				Sy. No. 12	Ac. 0-09 Gts.
				Sy. No. 15	Ac. 0-06 Gts.
5.	P. Pratap Reddy Vendor No. 5	14 & 177964	10414	Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.
6.	P. Purushotham Reddy Vendor No. 6	24 & 114695	12506	Sy. No. 14	Ac. 0-15 Gts.
				Sy. No. 18	Ac. 0-13 Gts.
				Sy. No. 294	Ac. 0-23 Gts.
7.	P. Venkat Ram Reddy Vendor No. 7	12 & 114694	12505	Sy. No. 14	Ac. 0-08 Gts.
				Sy. No. 18	Ac. 0-06 Gts.
				Sy. No. 294	Ac. 0-12 Gts.
8.	P. Susheela Reddy Vendor No. 8	13 & 114696	12507	Sy. No. 14	Ac. 0-08 Gts.
				Sy. No. 18	Ac. 0-07 Gts.
				Sy. No. 294	Ac. 0-12 Gts.
9.	P. Narayana Reddy Vendor No. 9	4 & 177954	10404	Sy. No. 14	Ac. 0-15 Gts.
				Sy. No. 18	Ac. 0-13 Gts.
				Sy. No. 294	Ac. 0-23 Gts.
				Sy. No. 11	Ac. 0-13 Gts.
				Sy. No. 12	Ac. 0-12 Gts.
10.	P. Narsimha Reddy Vendor No. 10	6 & 177956	10406	Sy. No. 15	Ac. 0-09 Gts.
				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
				Sy. No. 11	Ac. 0-13 Gts.
11.	P. Venkat Reddy Vendor No. 11	5 & 177955	10405	Sy. No. 12	Ac. 0-12 Gts.
				Sy. No. 15	Ac. 0-09 Gts.
				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
12.	P. Sanjeev Reddy S/o. Narsi Reddy	8 & 177958	10408	Sy. No. 11	Ac. 0-10 Gts.
				Sy. No. 12	Ac. 0-09 Gts.
				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.

- 1.8. By virtue of the above referred documents, recitals and records, the Original Owners became the absolute owners and possessors of about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Kapra Mandal, Medhchal – Malkajgiri District.
- 1.9. Whereas a portion of the land, admeasuring about Ac. 0-39 Gts., referred above was encroached and effected in the existing road. The Original Owners were in possession of the balance land admeasuring about Ac. 17-11 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District. Whereas vide a registered Partition Deed bearing no. 12389/2007, dated 31.10.2007 executed between the Original Owners the share of land of Shri P. Sanjeev Reddy was separated by metes and bounds. Whereas the Remaining Owners (i.e., the Original Owners minus P. Sanjeev Reddy) became the absolute owners and possessors of undivided share in the balance land admeasuring about Ac. 15-37 Gts., forming part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medhchal – Malkajgiri District.
- 1.10. The Remaining Owners have retained about Ac. 0-05 gts., out of the above land and sold the remaining land admeasuring Ac. 15-32 gts., to The Confirming Party herein by way of sale deeds / Agreement of sale cum GPA, details of which are given below and registered at SRO Uppal.

Sl. No.	Type of document	Document no	Document date	Area
1	Sale deed	12466/07	05.10.2007	Ac. 4-00 gts
2	Sale deed	1359/08	07.02.2008	Ac. 3-00 gts
3	Sale deed	4783/08	17.05.2008	Ac. 0-35 gts
4	Agr. of sale cum GPA	4784/08	17.05.2008	Ac. 7-37 gts

- 1.11. The Confirming Party has sold land admeasuring Ac. 0-22 gts., out of the above said land to Shri Ramkrishna Reddy and others vide sale deed bearing no. 7459/2008 dated 31.07.2008, registered at SRO Uppal.
- 1.12. Accordingly, the Confirming Party became absolute owner of land admeasuring Ac. 15-32 gts., forming a party of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medchal – Malkajgiri District.
- 1.13. The Confirming Party obtained building permit from GHMC, details of which are given under, for construction of 95 (68+27) independent houses/villas on land admeasuring about 21,516.99 sq. Mtrs, out of the land owned by it and it is hereinafter referred to as the Schedule Land and described in the schedule hereunder.
- 1.14. The Confirming Party in turn sold 89 of the said 95 plots pertaining to independent houses/villas to be constructed to the Vendor herein by way of two registered agreement of sale dated 31.03.2017 & ____, bearing document no. 7526/2017 & ____, registered at SRO Uppal. The details of the plots sold by the Consenting Party to the Vendor are given are referred to as the Scheduled Plots and are described in the schedule hereunder. Accordingly, the Vendor herein is absolutely entitled to sell the Scheduled Plots along with villa constructed thereon to any intending purchaser. At the request of the Vendor the Confirming Party has agreed to join in execution of this agreement of sale.
- 1.15. The Confirming Party has further sold 648 sq. yds., of land to its associate firm M/s. Summit Builders by way of registered sale deed dated 12.06.2017 bearing document no. 7424/2017 registered at Sub Registrar Office, Uppal. M/s. Summit Builders has obtained permit for construction of an apartment complex consisting of 8 flats on stilt + 4 upper floors.

2. DETAILS OF PERMITS:

- 2.1 The Vendors and M/s. Summit Builders have obtained permission from GHMC as per details given below.
- 2.1.1 Initially permit for construction was obtained by the Confirming Party in file no. 56688/19/12/2015, permit no. 52202/HO/EZ/Cir.1/2016 dated 03.05.2017 for developing the Scheduled Land into a housing complex consisting of 68 villas (independent houses) along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.
 - 2.1.2 Thereafter, M/s. Summit Builders obtained permit for construction of an apartment complex consisting of stilt + 4 upper floors in file no. 2/C1/09124/2017, permit no. 2/C1/08908/2017, dated 15.09.2017 on the land purchased by it.
 - 2.1.3 Subsequently, permit for construction for additional 27 villas was obtained by the Confirming Party in file no. 134535/07/07/2017/HO, permit no. 53421/HO/E2/Cir-11/2016 dated 06.01.2018 for developing the Scheduled Land into a housing complex consisting of 95 (68 + 27) villas (independent houses) along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. The land is proposed to be sub-divided into 95 (68 + 27) plots of land and each plot of land shall be sold along with a villa constructed thereon.
 - 3.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
 - 3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3/4BHK villa on each plot of land.
 - 3.1.4. Clubhouse consisting of stilt + ground + 3 upper floors admeasuring about 7,000 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, childrens park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
 - 3.1.5. Each villa shall have a separately metered electric power connection.
 - 3.1.6. Water for general purpose use shall be provided through borewells. Common underground sump shall be provided for purchase of water by tankers.
 - 3.1.7. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
 - 3.1.8. The proposed villas 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 villas, clubhouse, common amenities, etc., as it deems fit and proper.
 - 3.1.9. That the Purchaser shall not be allowed to alter any portion of the villa 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 5 years from date of handing over possession of the completed villa or till the end of year 2024, whichever is later and all the villas in the project of Silver oak Villas shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any objections / objections.

- 3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of Silver oak Villas LLP. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in Silver Oak Villas LLP i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land notwithstanding any provision for additional construction in the bye-laws. Further, the Purchaser shall not be entitled to amalgamate plots of land and make constructions thereon. This restriction on additions and alterations shall be in force upto end of 2034.
- 3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
- 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 the villas.
- 3.2. The proposed project of development on the entire Scheduled Land is styled as ‘Silver Oak Villas’ and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Silver Oak Villas shall always be called as such and shall not be changed.
- 3.3. The Confirming Party has sold land admeasuring 648 sq yds to M/s. Summit Builders, who proposes to develop an apartment complex consisting of 8 flats on stilt + 4 floors. The apartment complex is styled as ‘Silver Oak Residency’. The proposed housing complex of flats (Silver Oak Residency) and villas (Silver Oak Villas) shall be integrated into a single gated community with shared amenities and facilities like clubhouse, roads, infrastructure for water, electricity, etc. Prospective purchasers of these flats shall be entitled to enjoy the common amenities and facilities along with prospective purchasers of Silver Oak Villas.
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 vacant plot of land and/or constructed villa with plot of land to any intending purchaser.
- 4.2 The Vendor proposes to sell a vacant plot of land to the Purchaser. The plot being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Plot.
- 4.3 Further, the Vendor and the Purchaser have agreed that the Vendor shall construct a villa on the Scheduled Plot and for which an Agreement of Construction is being executed along with this Sale Deed.
- 4.4 The Purchasers of the villas 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 villa owners in the Housing Project.

- 4.5 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, land left for future development, etc., shall continue to belong to the Vendor or its nominees.
- 4.6 Only on payment of the entire sale consideration along with other charges like GST, VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed /conveyance deed in favour of the Purchaser and or its nominees. The Purchaser shall be entitled to claim possession of the Scheduled Plot along with Villa only upon payment of entire sale consideration along with all other charges to the Vendor.
- 4.7 The Vendor has executed sale deed in favour of the Purchaser on the condition that the Purchaser shall be required to enter into a separate 'Agreement for Construction' with the Vendor for construction of the villa and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Plot along with the villa constructed thereon (hereinafter referred to as the Said Villa) shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Plot back to the Vendor for the purposes of carrying out construction of the villa thereon and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villa to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.
- 4.8 That it is specifically understood and agreed by the Purchaser that the Sale Deed executed in favour of the Purchaser and the Agreement for Construction entered into between the parties hereto in pursuance of this Sale Deed are interdependent, mutually co-existing and / or inseparable. The Purchaser therefore shall not be entitled to alienate in any manner the Scheduled Plot registered in his favour and / or enter into an Agreement for Construction in respect of the villa with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Said Villa as a security for obtaining housing loan for the purposes of purchase and construction of the Said Villa.
- 4.9 That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form, sale deed and Agreement of Construction, as amended from time to time, shall be deemed to be the part of this Sale Deed unless otherwise specifically waived and /or differently agreed upon in writing.
5. DETAIL OF PLOT BEING SOLD:
- 5.1 The Vendor hereby sells to the Purchaser the Scheduled Plot in the Housing Project and details of the plot no., plot area are given in Annexure – A attached to this deed.
- 5.2 The Purchaser has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land. The Purchaser upon such inspection is satisfied as to the title of the Vendor.
- 5.3 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Plot 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.
- 5.4 The plan of the Scheduled Plot is attached as Annexure-B herein and the layout plan of the Housing Project is attached as Annexure –C herein.

6. SALE CONSIDERATION:

- 6.1 The Vendor hereby sells the Scheduled Plot and the Purchaser hereby shall become the absolute owner of the Scheduled Plot. The Purchaser has paid the entire sale consideration to the Vendor with respect to the Scheduled Plot and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure – A.
- 6.2 The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Purchaser only and such costs do not form part of the agreed sale consideration mentioned in Annexure -A. The Purchaser shall pay stamp duty and/or registration charges as required for execution of this Sale Deed. In case the Purchaser fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.
- 6.3 It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the sale of the Scheduled Plot. Such charges shall not form a part of the consideration mentioned in Annexure – A. In case the Purchaser fails to pay such taxes or charges, the Vendor shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.
- 6.4 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. OWNERS ASSOCIATION:

- 7.1 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.
- 7.2 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.
- 7.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Said Villa, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Villa 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.
- 7.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of villas. 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.

- 7.5 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.
- 7.6 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.
- 7.7 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.

8. NOC FOR SURROUNDING DEVELOPMENT :

- 8.1 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.
- 8.2 That rights of further construction in and around the Scheduled Land or the Scheduled Plot, 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.
- 8.3 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 Land or Scheduled Plot and also the adjoining plots.
- 8.4 The Vendor reserves right to change the designs of the layout, blocks of villas, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Plot and that such changes do not affect the plan or area of the Said Villa. 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.

9 COMPLIANCE OF STATUTORY LAWS:

- 9.1 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:
- 9.1.1 The defense services or allied organizations.
 - 9.1.2 Airports Authority of India.
 - 9.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction.
 - 9.1.4 Fire department.
 - 9.1.5 Electricity and water supply board.
 - 9.1.6 Government authorities like MRO, RDO, Collector, Revenue department, etc.
 - 9.1.7 Irrigation department.
 - 9.1.8 Environment department and pollution control board.

10. OTHER TERMS:

- 10.1 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 Plot on account of joint ownership of the common amenities by number of persons.
- 10.2 Any facilities and amenities that have been proposed to be provided in the Housing Project as mentioned in the Vendor's flyers, brochures, banners, website, hoardings, etc., shall not be construed as a legal offering. The Vendor reserves the right to make any reasonable additions or alteration or deletions to the proposed amenities and facilities as it deem fit and proper. The Purchaser shall not raise any objection on this count.
- 10.3 That the Purchaser shall impose all the conditions laid down in the Sale Deed upon the transferee, tenant, occupiers or users of Scheduled Plot. 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 Scheduled Plots 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.6-18 gts., forming a party of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medchal – Malkajgiri District (formerly known as Ghatkesar Mandal, Ranga Reddy District).and bounded by:

North By	Cherlapally Village
South By	Neighbors land
East By	Land belonging to Confirming Party – for future development
West By	Main road

WITNESSES:

1.

VENDOR

2.

CONFIRMING PARTY

PURCHASER

ANNEXURE- A

1.	Names of Purchaser:			
2.	Purchaser's permanent residential address:			
3.	Pan no. of Purchaser:			
4.	Aadhar card no. of Purchaser:			
5.	Name address & registration no. of Owners Association			
6.	Details of Scheduled Plot:			
	a. Plot no.:			
	b. Plot area:			Sq. yds.
7.	Total sale consideration:			Rs. ____/- (Rupees _____ only)
8.	Details of payments:			
	Sl. No.	Date	Payment mode	Amount
	a.			
	b.			
	Total			
9.	Description of the Scheduled Plot : All that land forming plot no. __, admeasuring about __ sq yds, in the housing project named as Silver Oak Villas forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District (formerly known as Ranga Reddy District), bounded by: North by: South by: East by: West by:			

VENDOR

CONFIRMING PARTY

PURCHASER

ANNEXURE – ‘B’

Plan of the Scheduled Plot:

VENDOR

CONFIRMING PARTY

PURCHASER

ANNEXURE – ‘C’

Layout plan of the Housing Project:

VENDOR

CONFIRMING PARTY

PURCHASER