

SALE DEED

This Sale Deed is made and executed on this the ___ day of ___ at Secunderabad by:

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

A N D

1. MR. B. ANAND KUMAR, Son of Mr. B. B. Ramulu, aged about 39 years, residing at H. No. 10, Venkateshwara Nagar, Moula-Ali, Hyderabad – 500 040,
 2. SRI NAREDDY KIRAN KUMAR, SON OF MADHUSUDHAN REDDY, aged about 34 years, residing at Plot No. 275, Venakateshwara Nagar, Meerpet, Moula -Ali, Hyderabad-40,
 3. SRI. M. KANTHA RAO, SON OF M. LAXMAN RAO, aged about 38 years, residing at Plot No. 152, Vivekanada Nagar Colony, Kukatpally, Hyderabad.
 4. SRI. K. KANTHA REDDY, SON OF K. RAM REDDY, aged about 56 years, residing at Nereducherela (Village & Mandal), Nalgonda District,
- being represented by Mr. Soham Modi, S/o. Sri Satish Modi, aged about 37 years, Managing Partner of M/s. Paramount Builders who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 16413/06, dated 31.10.2006, registered at S.R.O. Shameerpet, hereinafter called the "Original Owners" (which expression where the context so permits shall mean and include their successors in interest, nominees, assignees herein, etc.).

AND

____, SON OF _____, aged ____ years, residing at _____, hereinafter called the "Buyer" (which expression where the context so permits shall mean and include his/her/their heirs, successors, legal representative, executors, nominee, assignee etc.).

WHEREAS:

- A. Shri B. Anand Kumar, Shri Nareddy Kiran Kumar, Shri M. Kanta Rao and Shri K. Kanta Reddy, the Original Owners herein, were the absolute owners and possessors of open agricultural land in Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. by virtue of Deed of Conveyance of land dated 9.09.2004 registered as document bearing no. 9210/2004 and Release Deed dated 27.10.2004 and registered as document no. 9246/2004 at the office of the Sub Registrar, Shameerpet R. R. District (hereinafter this land is referred to as the SCHEDULED LAND) and is more particularly described in Schedule 'A' at the foot of the document.
- B. The Original Owners have purchased the Scheduled Land for a consideration from its previous owners namely:
- i. Shri M. Venu, S/o. Shri Mallaiah
 - ii. Shri Madhusudhan, S/o. of Late Shri G. Sattaiah.
 - iii. Shri K.V. Rama Rao, S/o. Shri Gopal Rao
- C. The Scheduled Land was Government land and the same was placed for sale on open auction on 17.09.2003. The previous owners Shri M. Venu and two others have participated in the auction and the auction was knocked down in favour of them as they being the highest bidders. The open auction conducted has been confirmed in favour of the previous owners namely M. Venu and two others vide proceedings of the Collector, R. R. District vide proceeding no. LC2/7278/2003 dated 20.09.2003.
- D. The previous owners Shri M. Venu and two others and the Original Owners have reached into an understanding for participating in the open auction and upon confirmation of the auction the sale consideration was arranged and paid by pooling all the resources of the seven participants (i.e., previous owners Shri M. Venu and two others and all the four VENDORS). The Scheduled Land was agreed to be purchased jointly with all the seven persons having broadly the following share.
- a. 3/7 of the share will be held by M. Venu and two others equally i.e., each person will have 1/7 share.
 - b. Balance 4/7 of the share will be held by the remaining four persons as follows:
 - i. Shri. B. Anand Kumar – 27% of 4/7 share i.e., 15.42%
 - ii. Shri. N. Kiran Kumar – 20% of 4/7 share i.e., 11.42%
 - iii. Shri. M. Kanta Rao – 37% of 4/7 share i.e., 21.16%
 - iv. Shri. K. Kanta Reddy – 16% of 4/7 share i.e., 9.15%
- E. In continuation and completion of the auction process and on receipt of the entire bid amount, the Government of Andhra Pradesh represented by District Revenue Officer and Additional District Magistrate, R. R. District have executed Deed of Conveyance of land dated 9.09.2004 in favour of seven persons namely three previous owners and four Original Owners herein. This conveyance deed is registered as document no. 9210/2004 and is registered at the office of the Sub Registrar, Shameerpet R. R. District.
- F. The previous owners Shri M. Venu, Shri G. Madhu Sudhan and Shri K.V. Rama Rao have executed a Release Deed dated 27.10.2004, releasing their 3/7 share admeasuring Ac. 1-13.13 Gts., in favour of Original Owners for a consideration. This Release Deed is registered as document no. 9246/2004 at the office of the Sub Registrar, Shameerpet R. R. District. The share in land ownership of the Original Owners upon execution of this release deed is as under:
- a. Shri. B. Anand Kumar – 27%
 - b. Shri. N. Nara Reddy Kiran Kumar – 20%
 - c. Shri. M. Kanta Rao – 37%
 - d. Shri. Kanta Reddy – 16%

- G. The above said four persons namely Shri B. Anand Kumar and three others have together joined into partnership to run the business under the name of M/s. Bhargavi Developers, hereinafter referred to as the Firm. The partnership is evidenced by a Deed of Partnership dated 30.07.2004. The profit sharing ratios of the partners is in the same ratio as their ratio of share in the land holding as given in clause (h) above which is in evidence of their understanding as to their respective share in the Scheduled Land.
- H. The Original Owners have sold the Scheduled Land to M/s. Bhargavi Developers and the Vendors herein by way of Agreement of Sale cum General Power of Attorney, registered as document nos. 16412/06 and 16413/06 dated 31.10.2006 and 31.10.2006, respectively. By virtue of the said agreement of sale cum general power of attorney, M/s. Bhargavi Developers and the Vendors herein have become owners of undivided share of land admeasuring Ac. 1-01 Gts., and Ac. 2-03 Gts. respectively.
- I. M/s. Bhargavi Developers and the Vendor have agreed to jointly develop the entire Scheduled Land by constructing residential apartments under a group housing scheme called as 'PARAMOUNT RESIDENCY'.
- J. The Original Owners and the Vendor hereto have applied to the Urban Development Authority for obtaining necessary building construction and other permissions at the cost of the Vendor. The permissions have been received from HUDA vide their Proceeding No. 6008/P4/Plg/HUDA/2006, dated 14.09.2006. In accordance with the sanctioned plan in all 260 number of flats in 6 blocks aggregating to about 2,28,800 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.
- K. M/s. Bhargavi Developers and the Vendor for the purposes of joint development of the scheduled land have reached into an understanding whereby they have purchased their respective shares as mentioned above in the total land area of Ac. 3-04 Gts. To give effect to this broad understanding, the M/s. Bhargavi Developers and the Vendor have executed following documents:
(a) Joint Development Agreement, registered as document no. 16768/06, dated 31.10.2006.
(b) Agreement of Sale-cum General Power of Attorney in favour of the Vendor, registered as document no. 16413/06, dated 31.10.2006.
(c) Agreement of Sale-cum General Power of Attorney in favour of the M/s. Bhargavi Developers, registered as document no. 16412/06, dated 31.10.2006.
The above documents are registered with the office of the Sub-Registrar Office, Shameerpet.
- L. By virtue of above referred documents, the M/s. Bhargavi Developers and the Vendor hereto have identified and determined their respective ownership of 260 flats, along with proportionate parking space proposed to be constructed in a group housing scheme named and styled as 'PARAMOUNT RESIDENCY' together with their respective proportionate undivided share in the Scheduled Land.
- M. The Buyer is desirous of purchasing a fully finished / semi-finished apartment bearing flat no. ___ on ___ floor, in block no. ___ having a super built-up area of ___ together with undivided share in the scheduled land to the extent of ___ sq. yds. and a reserved parking space for two wheeler bearing no. ___ admeasuring about 15 sft. in the building known as Paramount Residency and has approached the Vendor, such apartment is hereinafter referred to as the Scheduled Apartment.
- N. The Vendor has represented to the Buyer that the Scheduled Apartment has fallen to the share of Vendor and thus absolutely belongs to it by virtue of above referred various agreements.

- O. The Buyer has inspected all the documents of the title of the Vendor in respect of the Scheduled Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Paramount Residency. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- P. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. ____ (Rupees ____ Only) and the Buyer has agreed to purchase the same.
- Q. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.
- R. The Original Owners at the request of the Vendor and Buyer are joining in execution of this agreement so as to assure perfect legal title in favour of the Buyer and to avoid in future any litigations. The Original Owners have has no share in the sale consideration agreed herein.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the fully-finished / semi-finished, semi-deluxe / deluxe apartment bearing flat no. ____ on ____ floor in block no. ____, having a super built-up area of ____ sft. (i.e., ____ sft. of builtup area & ____ sft. of common area) in building known as Paramount Residency together with
 - a. undivided share in scheduled land to the extent of ____ sq. yds.
 - b. a reserved two wheeler parking space bearing no. ____ admeasuring about ____ sft.
 - c. a reserved car parking space bearing no. ____ admeasuring about ____ sft.situated at Sy. No. 176, situated at Nagaram Village, Keesara 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. ____ (Rupees ____ Only). The total consideration is towards:
 - a. Sale of undivided share of land is Rs. _____.
 - b. Cost of construction, parking and amenities etc is Rs. _____.The Vendor hereby admit and acknowledge the receipt of the said consideration having received the same in the following manner:
 - a. _____
2. The Vendor hereby covenant that the undivided share in Scheduled Land & the Scheduled Apartment belong 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 Apartment.
3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of the Scheduled Apartment to the Buyer.
5. Henceforth the Vendor shall not have any right, title or interest in the Scheduled Apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Apartment unto and in favour of the Buyer in the concerned departments.

7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
8. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.
9. The Buyer do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Paramount Residency as follows:-
 - a. The Buyer shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartment/parking space in PARAMOUNT RESIDENCY.
 - b. That the Buyer has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Buyer shall not hereafter, raise any objection on this account.
 - c. That the Buyer shall become a member of the Paramount Residency Owners Association that has been / shall be formed by the Owners of the apartments in PARAMOUNT RESIDENCY constructed on the Schedule Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
 - d. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the PARAMOUNT RESIDENCY, shall vest jointly with the owners of the various tenements/ apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.
 - e. The Buyer alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the Vendor to the Buyer.
 - f. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
 - g. That the blocks of residential apartments shall always be called PARAMOUNT RESIDENCY and the name thereof shall not be changed.

- h. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
- i. That the Buyer shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
10. Stamp duty and Registration amount of Rs. ____ is paid by way of challan no. ____, dated ____, drawn on ____.

SCHEDULE 'A'

SCHEDULE OF LAND

All that the total open land being Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, admeasuring Ac. 3-04 Gts. and bounded by:

North By	Sy. Nos. 198, 182, 180 & 177
South By	Sy. Nos. 175, 174 & 167
East By	Sy. No. 159
West By	Sy. No. 198

SCHEDULE `B`

SCHEDULE OF APARTMENT

All that portion forming apartment no. ___ on the ___ floor in block no. ___, admeasuring ___ sft. of super built up area (i.e., ___ sft. of built-up area & ___ sft. of common area) together with proportionate undivided share of land to the extent of ___ sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. ___, admeasuring about 15 sft., in residential apartment named as Paramount Residency, forming part of Sy. No. 176, situated at Nagaram Village, Keesara Mandal, R. R. District, marked in red in the plan enclosed and bounded as under:

North By	
South By	
East By	
West By	

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

WITNESS:

1.

VENDOR

ORIGINAL OWNERS,
(Rep. by MR. SOHAM MODI)

2.

BUYER