

SALE DEED

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

M/s. ALPINE 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/duly authorized representatives Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

AND

M/s. MAYFLOWER HEIGHTS, 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 Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years; the partners / authorized representatives of M/s. Alpine Estates who are the agreement of sale cum general power of attorney holders vide document bearing no.4591/07, dated 31.03.2007 registered at SRO, Uppal, herein after referred to as the "Firm" (Which expression where the context so permits shall mean and include its successors in interest, nominee, assignees, etc).

IN FAVOUR OF

Mr. , son of Mr. ,, aged about years, residing at , hereinafter referred to as 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. The Vendor is the absolute owner and is possessed of all that land forming a part of Sy. No. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, admeasuring Ac. 4-11 Gts., (hereinafter the said land is referred to as "**The SCHEDULE LAND**") having purchased the same by virtue of registered Agreement of Sale cum General Power of Attorney with Possession dated 31.03.2007 bearing document no. 4591/07, duly registered at the office of the Sub-Registrar, Uppal, R.R. District executed in favour of the Vendor by the former owners M/s. Mayflower Heights, the Firm herein . The Schedule Land is described more fully and specifically in Schedule A annexed to this Agreement
- B. Originally, the Schedule Land belonged to a partnership firm M/s. Mayflower Heights the Firm herein, having purchased the same by virtue of a registered sale deeds dated 16.09.2006 and 23.09.2006 bearing document nos. 15639/06 & 14056/06 respectively, duly registered at the office of the Sub-Registrar, Uppal, R.R. District, executed by its former owners viz., (1) Mrs. M. Geetha, W/o. Mr. N. Krishna Rao and (2) Mrs. M. Suneetha, D/o. M. Venkat Rama Rao, both represented by their General Power of Attorney Holder Mr. M. Venkat Ramana Rao, S/o. Mr. M. Venkat Rama Rao.
- C. The Vendor is in the business of real estate development and on the Scheduled Land is constructing residential apartments consisting of 3 blocks and certain common amenities named as 'MAYFLOWER HEIGHTS'.
- D. The Vendor has obtained the necessary technical approval from HUDA and Kapra Municipality vide permission no. 14013/PIV/PLG/H/2006, dated 23/03/2007. In according as per the sanctioned plan in all 280 number of. apartments in 3 blocks aggregating to about 3,97,600 sft., along with parking on the stilt floor and other amenities are proposed and agreed to be constructed.
- E. The Buyer is desirous of purchasing apartment no. on the floor in block no. B having a super built-up area of sft together with undivided share in the scheduled land to the extent of sq. yds. and a reserved parking space for one car on the stilt floor bearing no. admeasuring about 100 sft in the building known as MAYFLOWER HEIGHTS and has approached the Vendor. Such apartment hereinafter is referred to as Scheduled Apartment
- F. The Buyer 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 apartment thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Mayflower Heights. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- G. 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.
- H. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the semi-finished, Deluxe apartment bearing flat no. on floor in block no. ' ', having a super built-up area of sft. in building known as Mayflower Heights forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, together with
 - a. Undivided share in scheduled land to the extent of sq. yds.
 - b. A reserved parking space for one car on the stilt floor bearing nos. admeasuring about 100 sft forming a part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, 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. /- (Rupees Only). The Vendor hereby admits and acknowledges the receipt of the said consideration.
2. The Vendor hereby covenants 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 covenants 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 has on 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 covenants 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 covenants that the Vendor has 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 Mayflower Heights 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 MAYFLOWER HEIGHTS.
 - 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 Mayflower Heights Owners Association that has been / shall be formed by the Owners of the apartments in MAYFLOWER HEIGHTS 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. The Buyer shall pay a sum of Rs. 10,000/- & Rs. 15,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.
 - 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 MAYFLOWER HEIGHTS, 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 MAYFLOWER HEIGHTS 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 void able 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 State Bank of Hyderabad, Habsiguda Branch, R. R. District and an amount of Rs. _____/- paid by the way of pay order No. _____ dated _____, HDFC Bank, S. D. Road, Secunderabad.

SCHEDULE `A`

SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-11 Gts., forming part of Sy. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.) , bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, are bounded as under:

North By	Sy. No. 2/1/2 (road)
South By	Village
East By	Village
West By	Sy. No. 2/1/1(part), Sy. No. 189, Sy. No. 190 & Sy. No. 191(part)

SCHEDULE `B`

SCHEDULE OF APARTMENT

All that portion forming Apartment No. _____ on the first floor in block no. '_____' admeasuring _____ sft. of 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., reserved parking space for one car bearing no. _____, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal 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:

WITNESSES:

1.

VENDOR

2.

BUYER

A N N E X T U R E - 1 - A

1. Description of the Building : Deluxe apartment no on the floor in block no. ' ' of "Mayflower Heights", Residential Localities, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no.3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District.
- (a) Nature of the roof : R. C. C. (G+5)
- (b) Type of Structure : Framed Structure
2. Age of the Building : New
3. Total Extent of Site : sq. yds., U/S Out of Ac. 4-11 Gts..
4. Built up area particulars :
- (a) Cellar, Parking Area :
- (b) In the Ground Floor :
- (c) In the First Floor :
- (d) In the Second Floor :
- (e) In the Third Floor :
- (f) In the Fourth Floor :
- (g) In the Fifth Floor :
5. Annual Rental Value :
6. Municipal Taxes per Annum :
7. Executant's Estimate of the MV of the Building : Rs.

Date:

Signature of the Executants

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:

Signature of the Executants