

WHEREAS:

- A. Whereas Shri Bhailal Bhulabhai Patel and Smt. Dhiraj Ben Sagoonbhai Patel became owners of Ac. 10-00 gts., in sy. nos. 185 & 161 (part) at Yapral Village, Taluka Medchal, Hyderabad District having purchased the land from its original pattedars Shri Tadkapally Shiva Reddy and others by way of registered sale deed bearing document no. 80/1965 at the SRO Secunderabad.
- B. The said land was sold to Shri Saduram B Patel and others by way of a unregistered document. The concerned mandal revenue officer has regularized the sale by collecting the appropriate stamp duty and registration fees and issued the certificate bearing no. ROR/193/90 dated 01.03.1990.
- C. Shri Saduram B Patel and others had developed the land into plots by obtaining permission from HUDA. HUDA has released the final layout vide its proceeding no. 13167/MP2/HUDA/90 dated 03.01.1996.
- D. Shri Saduram B Patel sold plot no. 60 in the said layout admeasuring 460 sq yds to Shri Rajendra Kumar Kargwal vide registered sale deed no. 854/91 registered at SRO Vallabh Nagar. Shri Rajendra Kumar Kargwal inturn sold plot no. 60 to Dr. R. Narasimha Rao and Dr. Sashikala Rao vide registered sale deed no. 3441/03 registered at SRO Vallab Nagar (Plot no. 60 admeasuring 468 sq yds is hereinafter referred to as the Scheduled Land and more fully described in the schedule given under).
- E. Dr. R. Narasimha Rao and Dr. Sashikala Rao inturn entered into a Development Agreement cum General Power of Attorney, dated 11.06.2014 registered as document no. 2452/2014 at the SRO Vallab Nagar for development of the Scheduled Land into a residential complex with the Vendor herein.
- F. As per the terms of the said Development Agreement the Vendor has obtained permit for construction from GHMC in File No. 80470/18/11/2014/NZ, permit no. 39884/ZC/NZ/Cir-XVI/2015 dated 02.03.2013 of a residential complex consisting of 8 flats on 4 floors along with stilt floor for parking. Under the terms of the Development Agreement Dr. R. Narasimha Rao and Dr. Sashikala Rao shall become owners of some flats that are proposed to be constructed and the Vendor shall become owner of the balance flats proposed to be constructed along with proportionate parking and undivided share of land.
- G. The proposed project of development on the entire Scheduled Land is styled as 'Home-Line Deepa Heights'.
- H. The Vendee is desirous of purchasing deluxe flat bearing flat no. _____ on the first floor admeasuring _____ sft. of super built-up area together with proportionate undivided share of land to the extent of _____ sq. yds., and reserved parking space for single car in the stilt / basement, admeasuring about 100 sft., in the proposed group housing scheme known as 'HOME-LINE DEEPA HEIGHTS' and has approached the Vendor.
- I. The Vendee has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land and flat no. _____ and also about the capacity, competence and ability of the Vendor to construct the flats thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Home-Line Deepa Heights. The Vendee upon such inspection is satisfied as to the title and competency of the Vendor.
- J. 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. _____ /- (Rupees _____ Only) and the Vendee has agreed to purchase the same.
- K. The Vendor and the Vendee are desirous of reducing into writing the terms of sale.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. That the Vendor agrees to sell for a consideration and the Vendee agrees to purchase a flat together with proportionate undivided share in land and parking space as a package, as detailed here below in the residential complex named as Home-Line Deepa Heights, being constructed on the Scheduled Land (such a flat hereinafter is referred to as Scheduled Flat) which is more fully described in Schedule 'B' annexed to this agreement. The construction of the Scheduled Flat will be as per the specifications given in Schedule 'C'.

Schedule of Flat

- a) Flat no. on the ground floor admeasuring sft, of super built up area.
 - b) An undivided share in the Scheduled Land to the extent of sq. yds.
 - c) A reserved parking space for single car in the stilt floor admeasuring about 100 sft.
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 Vendors 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.
 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 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 Home-Line Deepa 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 Home-Line Deepa.
 - 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 Home-Line Deepa Owners Association that has been / shall be formed by / for the Owners of the flats in Home-Line Deepa 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 Home-Line Deepa, 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.
- 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 name of the project shall always be called HOME-LINE DEEPA 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.

SCHEDULE `A'

SCHEDULE OF LAND

All that portion of the land area to the extent of 468 sq yds, forming a part of Sy. No. 161 (part) & 185, Yapral Village, under the limits of GHMC, Alwal Circle and Malkajgiri Mandal, Ranga Reddy District and bounded by:

North By	Plot No. 59
South By	Plot no. 61
East By	40' Wide Road
West By	Plot no. 55

SCHEDULE `B'

SCHEDULE OF APARTMENT

All that portion forming a flat bearing no. _____ on the ground floor 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 reserved parking space for single car in the stilt /basement admeasuring about 100 sft. in the residential complex named as Home-Line Deepa Heights, forming part of Sy. No. 161 (part) & 185, Yapral Village, under the limits of GHMC, Alwal Circle and Malkajgiri Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	
South By	
East By	
West By	

WITNESSES:

1.

VENDOR

2.

VENDEE

SCHEDULE C

Specifications

Structure	:	RCC
Walls	:	AAC blocks
Flooring	:	24" Vitrified tiles
External painting	:	Texture with external emulsion
Internal painting	:	Acrylic emulsion with smooth finish
Door frames	:	Teakwood
Main door	:	Teakwood
Other doors	:	Panel doors
Electrical	:	Concealed copper wiring
Windows	:	UPVC or aluminium with provision for mosquito proofing
Bathrooms	:	Glazed ceramic tiles – 7 ft height
Plumbing	:	UPVC & PVC pipes
Sanitary	:	Cera / Hindware or equivalent brand
CP fittings	:	Hindware or equivalent brand.
Kitchen platform	:	Granite platform with 2 ft dado and SS sink

Note:

1. Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
2. Changes to external appearance and colour shall not be permitted.
3. Fixing of grills to the main door or balconies shall not be permitted.
4. Change of doors or door frames shall not be permitted.
5. Changes in walls, door positions or other structural changes shall not be permitted.
6. Only select alterations shall be permitted at extra cost.
7. RCC lofts and shelves shall not be provided.
8. Specifications / plans subject to change without prior notice.

ANNEXURE – 1 – A

1. Description of the Building : DELUXE flat bearing flat no. on the floor of “HOME-LINE DEEPA HEIGHTS”, Residential Localities, forming part of Sy. No. 161 (part), Yapral Village, Malkajgiri Mandal, R. R. District
- (a) Nature of the roof : R. C. C. (G+4)
- (b) Type of Structure : Framed Structure
2. Age of the Building : Under Construction
3. Total Extent of Site : sq. yds, U/S Out of 460 sq yds.
4. **Built up area Particulars:**
- a) In the Stilt Floor : 100 sft. Parking space for One Car
- b) In the First Floor :
- c) In the Second Floor :
- d) In the Third Floor :
- e) In the Fourth Floor :
- (f) 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