

## **SALEDEED**

This Sale deed is made and executed on this the                      day of                      at S.R.O, Kapra, Medchal-Malkajgiri District by and between:

1. M/s. Vista Homes, 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., represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad and (2). Shri Bhavesh V, Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad.
2. Shri Nareddy Kiran Kumar, S/o. Shri Madhusudhan Reddy, aged about 42 years, Occupation: Business, resident of Plot No. 275, Venkateswara Colony, Meerpet, Moulali, Hyderabad – 500 003., rep. by Agreement of Sale cum General Power of Attorney Holders M/s. Vista Homes, a registered Partnership Firm having its office, at 5-4-187/3 & 4, 2<sup>nd</sup> Floor, Soham Mansion, M. G, Road, Secunderabad , represented by its Partners (1) M/s. Summit Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi S/o. Shri Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad and (2). Shri Bhavesh V, Mehta, S/o. Late Vasant U. Mehta, aged about 42 years, Occupation: Business, resident of Uttam Towers, D. V. Colony, Secunderabad, hereinafter jointly referred to as the Vendor and severally as Vendor No. 1 and Vendor No. 2 respectively.

**IN FAVOUR OF**

, son of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_, {Pan No. \_\_\_\_\_, Aadhaar No. \_\_\_\_\_} hereinafter referred to as the 'Purchaser'

The term Vendor 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/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this 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 The Vendors are the absolute owners, possessors and in peaceful enjoyment of the land forming survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District admeasuring about Ac. 5-25 Gts by virtue of various registered sale deeds and Agreement of Sale cum General Power of Attorney as given hereunder.

S.No.	Deed Doc. No.	Dated	Extent of Land
1.	1426/2007	19.02.2007	Ac. 3-01 gts.
2.	3000/2007	21.04.2007	Ac.1-10 gts.
3.	4325/2007	16.06.2007	Ac.0-12 gts.
4.	(AGPA) 1842/09	30.07.2009	Ac.1-02 gts.

1.2 The total land admeasuring Ac. 5-25 Gts., in survey nos. 193 (Ac. 2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Keesara Mandal, Ranga Reddy District., is hereinafter referred to as the Scheduled Land and is more particularly described in Schedule A given under.

1.3 The Vendors purchased the Scheduled Land for a consideration from its previous owners, possessors and pattedars namely:

- Smt. Singireddy Chilakamma, W/o. Late Shri. Sathi Reddy
- Shri. Singireddy Dhanpal Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Madhusudhan Reddy, S/o. Late Shri. Sathi Reddy
- Shri. Singireddy Anji Reddy, S/o. Late Sathi Reddy
- Shri. Singireddy Srinivas Reddy, S/o. Late Sathi Reddy
- M/s. Sana Estates Limited, represented by Sana Yadi Reddy, S/o. Sri Gopaiah.
- Smt. Sana Bhagya Laxmi, W/o. Shri. Sana Yadi Reddy.
- Shri. Shiva Srinivas, S/o. late. S. Ramulu.
- Shri. P. Ramsunder Reddy, S/o Shri. P. Lakshminarsimha.
- Shri. Pathi Venkat Reddy, S/o. Shri. Veera Reddy.
- Shri. Nareddy Kiran Kumar, S/o. Shri. Madhusudhan Reddy

## 2. DETAILS OF PERMITS:

- 2.1 The Vendors have obtained permission from GHMC in file no. 24386/11/04/2012, permit no. 17811/HO/EZ/Cir-1/2012 dated 11.12.2012 for developing the Scheduled Land into a residential complex of 403 flats consisting of basement, ground and four upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

## 3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop / has developed the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
- 3.1.1. 9 blocks of flats labeled as A to I are proposed to be constructed.
  - 3.1.2. Each block consists of ground + 4 upper floors.
  - 3.1.3. Parking is proposed to be provided in the basement floor common to all the blocks.
  - 3.1.4. Total of 403 flats are proposed to be constructed.
  - 3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.
  - 3.1.6. Clubhouse consisting of ground + 3 upper floors admeasuring about 10,000 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.
  - 3.1.7. Each flat shall have a separately metered electric power connection.
  - 3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
  - 3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant.
  - 3.1.10. The proposed flats 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 flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.
  - 3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
  - 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 flats/blocks.
- 3.2. The proposed project of development on the entire Scheduled Land is styled as 'Vista Homes' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as Vista Homes shall always be called as such and shall not be changed.

## 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 flats to any intending purchaser.

- 4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share in the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Flat.
- 4.3 The Purchasers of the flats 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 flat owners in the Housing Project.
- 4.4 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, etc., shall continue to belong to the Vendors or its nominees.
- 4.5 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 Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.
5. DETAIL OF FLAT BEING SOLD:
- 5.1 The Vendor hereby sells to the Purchaser a flat in the Housing Project along with reserved car parking space and proportionate undivided share in the Scheduled Land and the details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure – A attached to this deed. Hereinafter, the flat mentioned in Annexure – A is referred to as the Scheduled Flat.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendor or anyone claiming through them.
- 5.3 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 Purchaser in the concerned departments.
- 5.4 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.

- 5.5 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, 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.
- 5.6 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.
- 5.7 The plan of the Scheduled Flat constructed is given in Annexure – B attached herein. s The layout plan of the Housing Project is attached as Annexure – C herein.
- 5.8 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lumpsum amount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.
6. SALE CONSIDERATION:
- 6.1 The Vendor hereby sells the Scheduled Flat and the Purchaser hereby shall become the absolute owner of the Scheduled Flat. The Purchaser has paid the entire sale consideration to the Vendor and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure – A.
- 6.2 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. COMPLETION OF CONSTRUCTION & POSSESSION:
- 7.1 The Purchaser has inspected the Scheduled Flat and hereby confirms that the construction of the Scheduled Flat has been completed in all respects and that the Purchaser shall not raise any objections on this count hereafter.
- 7.2 Hereafter, the Purchaser shall be responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor /Association shall be entitled to recover such dues, if any, from the Purchaser.

- 7.3 Hereafter the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Scheduled Flat including property/ municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.
- 7.4 The Purchaser is deemed to have been handed over vacant possession of the Scheduled Flat on this day.
8. OWNERS ASSOCIATION:
- 8.1 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.
- 8.2 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.
- 8.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat 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.
- 8.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. RESTRICTION ON ALTERATIONS & USE:

- 9.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Housing Project.
- 9.2 That the Purchaser shall not be allowed to alter any portion of the flat 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 10 to 15 years i.e. upto the ending of year 2025 and all the flats in the project of Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.
- 9.3 That the Purchaser 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 Purchaser 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 Housing Project. To achieve this objective the Purchaser, 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 Housing Project (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 (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (l) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw wires outside conducting provided for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.
- 9.4 The Vendor/Association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damaged caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

## 10. NOC FOR SURROUNDING DEVELOPMENT :

- 10.1 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.
- 10.2 That rights of further construction in and around the Schedule Flat, 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.
- 10.3 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 Flat and also the adjoining flats/blocks.
- 10.4 The Vendor reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. 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.

## 11. COMPLIANCE OF STATUTORY LAWS:

- 11.1 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:
- 11.1.1 The defense services or allied organizations.
  - 11.1.2 Airports Authority of India.
  - 11.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction
  - 11.1.4 Fire department.
  - 11.1.5 Electricity and water supply board.

- 11.1.6 Government authorities like MRO, RDO, Collector, Revenue department, etc.
- 11.1.7 Irrigation department.
- 11.1.8 Environment department and pollution control board.

11.2 Any conditions that are laid out in the Real Estate Regulation Act from time to time shall be applicable to the Vendor and Purchaser. Terms and conditions laid down in this deed shall have precedence over rules and regulations that have not been explicitly defined in the Act or deemed to be unalterable in the Act.

12. GUARANTEE OF TITLE:

12.1 That the Vendor covenants with the Purchaser that the Scheduled Flat is free from all encumbrances of any nature such as prior sales, exchanges, mortgages, attachments, etc., and the Vendor confirms that they are the absolute owners of the same and have a perfect title to it and there is no legal impediment for its sale. The Vendor agrees to indemnify the Purchaser only to the extent and limited to any claims made by any party in respect to the ownership and title of the Schedule Flat or the Scheduled Land. The Purchaser has verified the extent, permit for construction and title/link documents pertaining to the Scheduled Flat and shall not make any claims on that count hereafter.

13. OTHER TERMS:

13.1 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 Flat on account of joint ownership of the common amenities by number of persons.

13.2 That the Purchaser shall impose all the conditions laid down in the deed upon the transferee, tenant, occupiers or user of each flat. 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 flat 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. 5-25 Gts., in Sy. Nos. 193 (Ac.2-21 Gts.) 194 (Ac. 1-02 Gts.) & 195 (Ac. 2-02 Gts.) of Kapra Village, Kapra Mandal, Medchal-Malkajgiri District and bounded by:

North By	Sy. No. 199
South By	Sy. No. 199
East By	Sy. No. 199 & 40 ft. wide approach road
West By	Sy. No. 199

WITNESSES:

- 1.
- 2.

VENDOR

PURCHASER

**ANNEXURE- A**

1.	Names of Purchaser:			
2.	Purchaser's 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 Flat:			
	a. Flat no.:			
	b. Undivided share of land:		Sq. yds.	
	c. Super built-up area:		Sft.	
	d. Built-up area + common area:		X + Y Sft.	
	e. Carpet area		Sft.	
	f. Car parking area		Sft.	
7.	Total sale consideration:		Rs. ___/- (Rupees _____ only)	
8.	Details of payment:			
	Sl. No.	Date	Payment details	Amount
	a.			
	b.			
	c.			
9.	<u>Description of the Schedule Flat:</u>  All that portion forming a Deluxe flat bearing no. _____ on the first floor, in block no. 'A' admeasuring _____ sft. of super built-up area (i.e., _____ sft. of built-up area + _____ sft. of common area, ___ sft of carpet area) together with proportionate undivided share of land to the extent of _____ sq. yds. and reserved parking space for single car in the basement admeasuring about 100 sft. in the housing project named as Vista Homes, forming part of Sy. Nos. 193, 194 and 195, situated at Kapra Village, Kapra Mandal, Medchal-Malkajgiri District and bounded as under:  North by : South by : East by : West by :			

VENDOR  
(M/s. Summit Housing Pvt. Ltd.,  
Rep. by Soham Modi)

VENDOR  
(Bhavesh V. Metha)

PURCHASER

**ANNEXURE - B**

Plan of the Scheduled Flat:

**VENDOR**  
(M/s. Summit Housing Pvt. Ltd.,  
Rep. by Soham Modi)

**VENDOR**  
(Bhavesh V. Metha)

**PURCHASER**

**ANNEXURE – C**

Layout plan of the Housing Project:

VENDOR  
(M/s. Summit Housing Pvt. Ltd.,  
Rep. by Soham Modi)

VENDOR  
(Bhavesh V. Metha)

PURCHASER