

## **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. Modi Housing Pvt. Ltd a company incorporated under the Companies Act, having its registered office at 5-4-187/3 &4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Director Mr. Soham Modi, S/o. Late Satish Modi.
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, 2<sup>nd</sup> 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 50 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad{Pan No. ABMPM6725H, Aadhaar No.3146 8727 4389}.
3. Sri. Palle Sanjeev Reddy, S/o. Late Shri. P. Sai Reddy aged 68 years Occupation: Business, resident of 2-2-23/1/5, SBH Colony, Bagh Amberpet, Hyderabad.

4. Sri. Palle Prabhakar Reddy S/o. Late Shri. Narsa Reddy alias Narsi Reddy, aged 50 years Occupation: Business, resident of 2-3-66, Cherlapally, Village, Ghatkesar Mandal, R.R. District.
5. Smt. Palle Renuka, Wife of Shri Palle Bal Reddy, aged 53 years Occupation: Business, resident of 2-3-66, Cherlapally, Village, Ghatkesar Mandal, R.R. District.
6. Sri. Palle Ravinder Reddy, S/o. Late Shri. Narsa Reddy alias Narsi Reddy, aged 40 years Occupation: Business, resident of 2-3-66, Cherlapally, Village, Ghatkesar Mandal, R.R. District.
7. Sri. Palle Pratap Reddy, S/o. Late Shri. Ram Reddy, aged 67 years Occupation: Business, resident of 3-1-73/1, Ramanthapur, Hyderabad.
8. Sri. Palle Purushotham Reddy, S/o. Late Shri. P. Sarabha Reddy, aged 58 years Occupation: Business, resident of 3-3-21/B, Anand Nagar, Ramanthapur, Hyderabad.
9. Sri. Palle Venkat Ram Reddy, S/o. Late Shri. P. Sarabha Reddy, aged 47 years Occupation: Business, resident of 3-3-21/D, Anand Nagar, Ramanthapur, Hyderabad.
10. Smt. Palle Susheela, W/o. Shri. P. Narasimha Reddy, aged 52 years Occupation: House wife, resident of 3-1-63, Old Ramanthapur, Hyderabad.
11. Palle Narayana Reddy, S/o. Late Shri. P. Malla Reddy, aged 87 years Occupation: Business, resident of 2-3-61, Cherlapally, Village, Ghatkesar Mandal, R.R. District.
12. Palle Narsimha Reddy, S/o. Late Shri. P. Malla Reddy, aged 61 years Occupation: Business, resident of 2-3-63, Cherlapally, Village, Ghatkesar Mandal, R.R. District.
13. Palle Venkat Reddy, S/o. Late Shri. P. Malla Reddy, aged 72 years Occupation: Business, resident of 2-3-62, Cherlapally, Village, Ghatkesar Mandal, R.R. District.

Parties in S. no. 3 to 13 are being represented by their Agreement of Sale cum General Power of Attorney holder M/s. Silver Oak Realty, having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its authorized representative Mr. Soham Modi (AGPA registered as document no. 4784/08 dated 17-05-2008, registered at SRO Uppal.

Hereinafter referred jointly as Vendor and severally as Vendor no.1 & Vendor no. 2 respectively.

AND

M/s. Silver Oak Villas LLP (PAN: ADBFS 3288 A) a limited liability partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its designated partner Mr. Soham Modi, S/o. Shri. Late. Shri. Satish Modi aged about 50 years resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034, 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, Medchal – 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, Medchal – 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, Medchal – 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.
				Sy. No. 14	Ac. 0-15 Gts.
6.	P. Purushotham Reddy Vendor No. 6	24 & 114695	12506	Sy. No. 18	Ac. 0-13 Gts.
				Sy. No. 294	Ac. 0-23 Gts.
				Sy. No. 14	Ac. 0-08 Gts.
7.	P. Venkat Ram Reddy Vendor No. 7	12 & 114694	12505	Sy. No. 18	Ac. 0-06 Gts.
				Sy. No. 294	Ac. 0-12 Gts.
				Sy. No. 14	Ac. 0-08 Gts.
8.	P. Susheela Reddy Vendor No. 8	13 & 114696	12507	Sy. No. 18	Ac. 0-07 Gts.
				Sy. No. 294	Ac. 0-12 Gts.
				Sy. No. 14	Ac. 0-15 Gts.
9.	P. Narayana Reddy Vendor No. 9	4 & 177954	10404	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.
				Sy. No. 15	Ac. 0-09 Gts.
10.	P. Narsimha Reddy Vendor No. 10	6 & 177956	10406	Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-09 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
				Sy. No. 11	Ac. 0-12 Gts.
				Sy. No. 12	Ac. 0-11 Gts.
11.	P. Venkat Reddy Vendor No. 11	5 & 177955	10405	Sy. No. 15	Ac. 0-05 Gts.
				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 11	Ac. 0-13 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, Medchal – 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, Medchal – 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 Vendor no. 2 herein by way of sale deeds / Agreement of sale cum GPA, details of which are given below and registered at SRO Uppal. Vendor no. 2 has paid the entire consideration to the Remaining Owners and the same has been acknowledged by them.

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. Vendor no. 2 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, Vendor no. 2 became absolute owner of land admeasuring Ac. 15-10 gts., forming a party of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medchal – Malkajgiri District. The said Ac. 15-10 gts., is hereinafter referred to as the Total Land. All flats and villas developed or proposed to be developed along with clubhouse, amenities, commercial block, etc., on the Total Land are together herein referred to as the Housing Project.
- 1.13. Vendor no. 2 obtained building permit from GHMC to divide the said land into several plots, details of which are given under. In total the land was divided into 68 + 27 + 113 plots through permits obtained from GHMC. Other parcels of land were sold to 3<sup>rd</sup> parties, who in turn have obtained permits for construction thereon.

- 1.14. The Vendor no.2 sold 89 plots (nos. 1 to 95, excluding plot nos. 29 to 32, 82 & 95) to M/s. Silver Oak Villas LLP (the Confirming Party herein) by way of agreement of sale dated 31.03.2017 and 17.01.2018 registered as document Nos. 7526/2017 and 920/2018 at SRO, Uppal. The Vendor no. 2 has further agreed to sell plot nos. 29 to 32, 82 & 95 to M/s. Silver Oak Villas LLP on release of mortgage from GHMC. M/s. Silver Oak Villas LLP has developed a portion of the Total Land into a Housing Complex consisting of 95 villas with common amenities like roads, open spaces, parks, clubhouse, utilities, etc., for the common enjoyment of the prospective purchasers of the villas being developed on a portion of the Total Land. M/s. Silver Oak Villas LLP has further developed a clubhouse on a portion of the Total Land for the common enjoyment of all owners/occupants in the Housing Project.
- 1.15. Vendor no. 2 has further sold additional parcels of land forming a part of the Total Land as per details given below:
- 1.15.1. Land admeasuring about 648 sq yds was sold to M/s. Summit Builders by way of sale deed bearing no.7524/2017 dated 12.06.2017 registered at SRO, Uppal. This land was developed into a housing complex of 8 flats by Mrs. Tejal Modi who had inturn purchased the land by way of sale deed bearing no. 8393/2018 dated 28.04.2018 registered at SRO, Uppal. The building is numbered as 99 and the flats therein are numbered as 99-1A, 99-1B, 99-2A, 99-2B, 99-3A, 99-3B, 99-4A & 99-4B.
- 1.15.2. Land admeasuring about 146 sq yds was sold to M/s. Summit Builders by way of sale deed bearing no. 13834/2017 dated 24.10.2017 registered at SRO, Uppal. This land was developed into a villa by Mrs. Tejal Modi who had inturn purchased the land by way of sale deed bearing no. 8392/2018 dated 28.04.2018 registered at SRO, Uppal. The villa is numbered as 96.
- 1.15.3. Land admeasuring about 208 sq yds was sold to M/s. Summit Housing LLP by way of sale deed bearing no. 7525/2017 dated 12.06.2017 registered at SRO, Uppal. This land was developed into a villa by Mrs. Tejal Modi who had in turn purchased the land by way of sale deed bearing no. 8394/2018 dated 28.04.2018 registered at SRO, Uppal. The villa is numbered as 97.
- 1.16. Vendor no. 2 has sold 88 plots to the Vendor no. 1 herein by way of agreement of sale dated 07-11-2019 registered as document Nos. 16252/19 at SRO, Uppal. Vendor no. 2 has further agreed to sell plot nos. 102, 104, 106, 108, 110 & 112 to Vendor no. 1 on release of mortgage from GHMC. Vendor no. 1 has paid the entire consideration to Vendor no. 2 and the same is acknowledged by Vendor no. 2.
- 1.17. Vendor no. 2 has sold 20 plots to 10 individuals all belonging to the Mehta Family herein by way of agreement of sale dated 07-11-2019 registered as document Nos. 16253/19 at SRO, Uppal. The details of the ownership of individual plots of land is given in the said agreement of sale. The Mehta Family has paid the entire consideration to Vendor no. 2 and the same is acknowledged by Vendor no. 2.

## 2. DETAILS OF PERMITS:

- 2.1 Building permit and other statutory permits/NOCs have been obtained from appropriate authorities for all units in the Housing Project as per details given below.
- 2.2 Vendor no. 2 has made 3 applications for building permit for developing the Housing Project to GHMC on the Total Land and obtained building permits as per the following details.

- 2.2.1 Permit for 68 villas (numbered as Villa nos. 1 to 68) and a club house was obtained from GHMC in file No. 56688/19/12/2015/HO, permit no. 53202/HO/EZ/Cir-1/2016 dated 03.05.2017.
- 2.2.2 Permit for 27 villas (numbered as Villa nos. 69 to 95) was obtained from GHMC in file no. 134535/07/07/2017/HO, permit no. 53421/HO/EZ/Cir-1/2016 dated 06.01.2018.
- 2.2.3 Permit for 114 villas (numbered as Villa nos. 101 to 214) and a Commercial Complex was obtained from GHMC in file no. 1/C1/06389/2018, Permit No. 1/C1/15777/2019 dated 31.10.2019.
- 2.3 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. The flats are numbered as 99-1A, 99-1B, 99-2A, 99-2B, 99-3A, 99-3B, 99-4A & 99-4B.
- 2.4 The permit for villa no. 96 was obtained from GHMC in file no. 3/C1/00038/2018, permit no. 3/C1/03573/2018 dated 27-02-2018.
- 2.5 The permit for villa no. 97 was obtained from GHMC in file no. 3/C1/08328/2017 permit no. 3/C1/09546/2017 dated 08-10-2017.
- 2.6 Out of the Total Land permit for construction of 114 villas and the commercial complex along with other amenities was obtained for land admeasuring about Ac. 6-18 gts., which is hereinafter referred to as the Scheduled Land and more fully described in the foot of this document.
3. PROPOSED DEVELOPMENT:
  - 3.1. The Vendor, M/s. Silver Oak Villas LLP, along with members of Mehta Family and Mrs. Tejal Modi propose to develop the Total Land in accordance with the permit for construction /development into a Housing Project as per details given below:
    - 3.1.1. M/s. Silver Oak Villas LLP shall develop plot nos. 1 to 95 along with villas constructed thereon at its own risk and cost.
    - 3.1.2. M/s. Silver Oak Villas LLP shall develop the clubhouse and common amenities/utilities appurtenant to plot nos / villa nos. 1 to 95 at its risk and cost.
    - 3.1.3. Mrs. Tejal Modi shall develop villa nos. 96 & 97 along with an apartment complex on plot no. 99 at its risk and cost.
    - 3.1.4. Vendor no. 1 shall subdivide a portion of the Scheduled Land relating to villa nos. 101 to 214 by providing roads, utility services like water supply, electric power connection, sewage and develop open spaces/parks as provided in the building permit at its risk and cost i.e., Vendor no. 1 shall be responsible for developing the Layout.
    - 3.1.5. Vendor no. 1 through its agency agrees to construct villas for each prospective purchaser of a plots of land as given herein. The cost of construction of the villa shall be paid by the prospective purchaser to Vendor no.1 or its nominee.
    - 3.1.6. Members of the Mehta Family shall construct villa on 20 plots purchased by them at their risk and cost.
    - 3.1.7. Villas of a standard look and type shall be constructed on each plot. Each plot shall be sold along with a villa constructed thereon.
    - 3.1.8. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.

- 3.1.9. 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.
  - 3.1.10. Each villa shall have a separately metered electric power connection.
  - 3.1.11. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
  - 3.1.12. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
  - 3.1.13. 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.
  - 3.1.14. 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 2034, 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 obstructions / objections.
  - 3.1.15. 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.
  - 3.1.16. 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 Total 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. The apartment complex is styled as ‘Silver Oak Residency’.
  - 3.3. The Vendor no. 1, M/s. Silver Oak Villas LLP, members of the Mehta Family and Mrs. Tejal Modi shall be free to sell their share of plots/villas/flats to prospective purchasers without any let or hindrance or further reference to each other. 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, Vendor no. 1 and the Purchaser have agreed that Vendor no. 1 (through its nominees / agencies) 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 (or its nominees/agency) 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 or its nominees / agencies.
- 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.
- 10.4 At the request of the Purchaser the Confirming Party has joined in this sale deed to confirm that the clubhouse and other common amenities shall be jointly enjoyed by all prospective purchasers of villas/flats in the Total Land/Housing Project.

### **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	Neighbor's land
East By	Neighbor's land
West By	Land developed by Confirming Party

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.	<p>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 &amp; 294, of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District (formerly known as Ranga Reddy District), bounded by:</p> <p>North by:                      South by:                      East by:                      West by:</p>			

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