

### SALE DEED

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

M/S. MODI VENTURES, 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 Managing Partner, Mr. Soham Modi, S/o. Sri Satish Modi, aged about 39 years, Occupation: Business, hereinafter referred to as the “Vendor” (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

A N D

M/S. SRI SAI BUILDERS, a registered partnership firm having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad – 500 062 represented by Mr. Soham Modi, S/o. Sri Satish Modi, aged about 39 years, Managing Partner of M/s. Modi Ventures who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 10302/05 registered at S.R.O. Uppal, hereinafter called the "Firm" (which expression where the context so permits shall mean and include its successors in interest, nominee, assignee).

IN FAVOUR OF

Mr.           , son of Mr.           , aged about            years, residing at           , hereinafter referred to as the “Buyer” (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

- A. The Firm constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya, (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand became the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-00 Gts. by virtue of registered sale deed dated 10<sup>th</sup> July, 2003 bearing document no. 8184/03 and sale deed dated 5<sup>th</sup> February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as The Schedule A Land, more fully described in Schedule 'A' annexed to this Agreement.
- B. The Vendor became absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 1-08 Gts. by way of registered sale deed dated 23<sup>rd</sup> March, 2007 bearing document no. 4000/07 (for purchase of Ac. 1-13 Gts.,) and sale deed dated 7<sup>th</sup> April 2004 bearing document no. 4464/07 (for sale of Ac. 0-05 Gts.,) which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as the Schedule B Land, more fully described in Schedule 'B' annexed to this Agreement.
- C. The Firm and the Vendor had purchased the Scheduled A Land and Scheduled B Land for a consideration from its previous owners viz., Sri Koukutla Mogulaiah Alias Mogula Reddy, Sri Koukutla Jangaiah Alias Janga Reddy, Sri Koukutla Narsimhulu Alias Narsimha Reddy and others (hereinafter referred to as the Original Owners).
- D. The Original Owners got their rights as per ORC issued vide proceeding by the RDO East Division, File No. H/6733/79 dated 10.02.1982 and confirmed in the proceedings bearing file no. J/7156/96 dated 06.09.1997. Patta Passbook and title deeds were issued in favour of the Original Owners for a portion of the lands in Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, R. R. District, as per details given below:

Survey No.	Area Ac-Gts.	Issued in favour of	Title Book No.	Passbook No.
93	0-28	K. Mogulaiah	179141	73706
94	0-29			
95	2-14			
93	0-27	K. Jangaiah	179115	73738
94	0-30			
95	2-14			
93	0-27	K. Narsimhulu	176051	73741
94	0-30			
95	2-13			

- E. The Firm invited the Vendor to develop the Schedule A Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them had agreed to do so jointly.
- F. The Firm and the Vendor hereto had applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the Vendor for the Schedule A Land. The permissions were received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks (A to E) aggregating to about 2,83,825 sft., along with parking on the stilt floor and other amenities were constructed on the Schedule A Land.

- G. The Firm and the Vendor for the purposes of joint development of the Schedule A Land had reached into an understanding whereby the Vendor agreed to purchase certain area of land out of the total land area of Ac. 4-00 Gts., and the balance land to be retained by the Firm. To give effect to this broad understanding, the Firm and the Vendor had executed following documents:
- (a) Joint Development Agreement dated 20.10.2005
  - (b) Agreement of Sale-cum General Power of Attorney dated 20.10.2005
- Both the above documents are registered with the office of the Sub-Registrar Office as documents No.10300/05 and 10302/05 respectively.
- H. By virtue of above two referred documents, the Firm and the Vendor hereto had identified and determined their respective ownership of 350 flats, along with proportionate parking space proposed to be constructed in a group housing scheme named and styled as 'GULMOHAR GARDENS' forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with their respective proportionate undivided share in the Scheduled A Land.
- I. After the purchase of Schedule B Land, the Vendor applied for obtaining the necessary building construction and other permissions to HUDA & GHMC for the Schedule A Land and Schedule B Land put together as a single project with common amenities and facilities. The permissions for an additional 155 flats in 2 blocks aggregating to about 1,91,650 sft. has been obtained as per proceedings in file no. 0514/CSC/TP1/2008 of GHMC.
- J. In the permission for construction of the first 350 flats (in 5 blocks marked as Block A to E) obtained in the year 2005 and area about 1,623 sq yds was effected in a proposed 100 ft. wide road. The said proposed road was deleted in the new master plan which was notified in April 2008. Accordingly in the permission for construction obtained in 2008 an additional block F consisting of 40 flats on 5 floors having an area of 50,600 sft along with parking on the stilt floor is proposed to be constructed in the area which was earlier effected in the 100 ft wide proposed road. Block F entirely falls within the Schedule A Land. As per the sanction obtained in 2008, Block G which falls entirely in the Schedule B Land, consisting of 115 flats on 5 floors having an area of about 1,41,050 sft along with parking on the stilt and basement floor is proposed to be constructed.
- K. The Firm and Vendor have agreed to jointly develop the flats in Block F falling in the Schedule A Land as per the terms and conditions mentioned in the Supplementary Agreement dated 22.12.2008. As per the terms of the said Supplementary Agreement the Vendor shall become exclusive owners of 28 flats in Block F having an area of about 35,080 sft along with proportionate parking and the Firm shall become absolute owners of 12 flats in Block F having an area of about 15,520 sft along with proportionate parking. The Vendor has agreed to develop Block F including the flats belonging to the Firm and the Firm has agreed to reimburse the cost of construction of its share of flats to the Vendor.
- L. The Vendor and the Firm have further agreed that Block G consisting of 115 flats on 5 floors having an area of about 1,41,050 sft along with parking on the stilt and basement floor is falling within Schedule B Land which belongs to the Vendor and the Vendor shall be absolute owner of all the flats along with proportionate parking without any let or hindrance from the Firm. The Vendor shall develop Block G at its own cost.
- M. The Vendor and Firm have agreed to share all the amenities and facilities provided in the Schedule A Land and Schedule B Land. The said facilities and amenities shall be for the common use and enjoyment of the owners of flats in all the blocks (A to G) of Gulmohar Gardens.

- N. The respective share / ownership of each flat in Gulmohar Gardens together with proportional share in parking space etc., belonging to the Firm and the Vendor is detailed in the Schedules/ Annexures / Appendix attached to the Joint Development Agreement referred above.
- O. By virtue of the above referred Joint Development Agreement and Agreement of Sale cum General Power of Attorney the Vendor is absolutely entitled to develop and sell its share of flats to any intending buyer.
- P. The Buyer is desirous of purchasing an semi-deluxe apartment bearing flat no.            on second floor, in block no. 'G' having a super built-up area of            sft. together with undivided share in the schedule B land to the extent of            sq. yds., and a reserved parking space for single car on the stilt floor admeasuring about 100 sft. in the building known as 'Gulmohar Gardens' and has approached the Vendor, such apartment is hereinafter referred to as Scheduled Apartment.
- Q. The Vendor and the Firm have represented to the Buyer that the Scheduled Apartment has fallen to the share of Vendor and thus absolutely belongs to it by virtue of above referred agreements.
- R. The Buyer has inspected all the documents of the title of the Vendor in respect of the Schedule B 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 Gulmohar Gardens. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.
- S. 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.
- T. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.
- U. The Firm at the request of the Vendor and Buyer is joining in execution of this agreement so as to assure perfect legal title in favour of the Buyer and to avoid in future any litigation. The Firm has no share in the sale consideration agreed herein.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS:

1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the deluxe apartment bearing flat no.            on second floor, in block no. 'G' having a super built-up area of            sft in building known as Gulmohar Gardens together with
  - a. Undivided share in schedule B land to the extent of            sq. yds.
  - b. A reserved parking space for single car on the stilt floor admeasuring about 100 sft. situated at Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy 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 admit and acknowledge the receipt for said consideration.

2. The Vendor hereby covenant that the undivided share in Schedule B Land & the Scheduled Apartment belong absolutely to it by virtue of various registered agreements referred to herein in the preamble of this Sale Deed and has therefore absolute right, title or interest in respect of the Scheduled Apartment.
3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
4. The Vendor have this day delivered vacant peaceful possession of Scheduled Apartment to the Buyer.
5. Henceforth the Vendor shall not have any right, title or interest in the scheduled apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Apartment unto and in favour of the Buyer in the concerned departments.
7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to 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 Gulmohar Gardens 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 GULMOHAR GARDENS .
  - 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 Gulmohar Gardens Owners Association that has been / shall be formed by the Owners of the apartments in GULMOHAR GARDENS constructed on the Schedule B 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. 15,000/- & Rs. 20,000/- 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 GULMOHAR GARDENS , 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 GULMOHAR GARDENS and the name thereof shall not be changed.
  - h. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
  - i. That the Buyer shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
10. Stamp duty and Registration amount of Rs. \_\_\_\_\_/- is paid by way of challan No. \_\_\_\_\_, dated \_\_\_\_\_, drawn on \_\_\_\_\_ Branch, Hyderabad.

SCHEDULE `A`  
SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-00 Gts., forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	40' side road (Shakti Sai Nagar road)
East By	Land belong to Vendor – Schedule B Land
West By	Sy. No. 92

SCHEDULE `B`  
SCHEDULE OF LAND

All that piece of land admeasuring Ac. 1-08 Gts., forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95
South By	Neighbors land
East By	Shakti Sai Nagar Colony
West By	Land belonging to Firm and Vendor – Schedule A Land

WITNESSES:

1.

VENDOR

2.

FIRM

BUYER

SCHEDULE OF APARTMENT

All that portion forming deluxe apartment no. \_\_\_\_\_ on the first floor, in block no. 'G', admeasuring \_\_\_\_\_ sft. of super built up area together with proportionate undivided share of land to the extent of \_\_\_\_\_ sq. yds. and a reserved parking space for Single car on the stilt floor admeasuring about 100 sft., in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal 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.

FIRM

BUYER

ANNEXURE – 1 – A

1. Description of the Building : semi-deluxe Fully-finished, flat bearing no.            on the first floor, in block no. 'G' of Gulmohar Gardens, forming a part of Survey Nos. 93, 94 & 95, situated at Residential localities, Block No. 14, Shaktisai Nagar, Mallapur, Uppal Mandal, Ranga Reddy 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. 1-08 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