

SALE DEED

This Sale deed is made and executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at Secunderabad by and between:

1. M/S. NILGIRI ESTATES, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner, M/s. Modi 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 500 033
  
2. M/S. MODI & MODI CONSTRUCTIONS, 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 Partner, M/s. Modi 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 500 033.

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 \_\_\_\_\_, 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. Shri Mangali Narsimha, S/o. Mangali Anjaiah was the original pattedar of agricultural land admeasuring about Ac. 10-01 Gts., in survey no. 100/2, of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, having purchased the same in a Government auction dated 21.1.1952.
- 1.2. Shri Mangali Narsimha, S/o. Mangali Anjaiah sold the above said land to Shri Panchamdas Mahanth, S/o. Gulabdas vide sale deed bearing document no. 1581/1978 dated 30.08.1978 registered at SRO Medchal.
- 1.3. Shri Panchamdas Mahanth, S/o. Gulabdas inturn sold the same land to Mr. Cheera Yellaiah, Mr. Cheera Ramachandraiah and Mr. Cheera Narsimha, all sons of Mr. Cheera Pentaiah vide sale deed bearing document no. 6278/1985 dated 04.09.1985 registered at the District Registrars Office, Medchal-Malkajgiri District.
- 1.4. The names of Shri Cheera Yellaiah, Shri.Cheera Ramachandraiah and Mr. Cheera Narsimha were mutated in the revenue records vide proceeding no. B/514/88 dated 18.8.1988. Patta passbooks and title books were issued in their favour by the MRO Keesara Mandal, the details of which are given below:

S.no.	Name of Pattedar	Passbook no.	Title book no.	Extent Sy. No.100/2
1.	Cheera Ramachandraiah	129986	51592	Ac. 3-14 Gts.,
2.	Cheera Yellaiah	129987	51594	Ac. 3-14 Gts.,
3.	Cheera Narsimha	129985	51599	Ac. 3-13 Gts

- 1.5 Shri Cheera Ramachandraiah sold a portion of land owned by him admeasuring about Ac 0-09 Gts., 100/2, of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, to Shri N. Suresh Kumar vide sale deed bearing document no. 2112/06 dated 08.02.2006 registered at SRO Shamirpet.
- 1.6 Shri Cheera Yellaiah sold a portion of the land owned by him through his registered general power of attorney holder Mr. Laxmi Narayana (GPA registered as doc no. 4557 dated 21.07.2005 at SRO Shamirpet), admeasuring about Ac. 2-27 ¼ Gts., to Ms. Anuradha vide sale deed bearing document no. 9148/05 dated 19.12.2005 registered at SRO Shamirpet. Ms. Anuradha has in turn sold the Ac. 2-27 ¼ Gts., to M/s. Matrix Constructions vide sale deed bearing no. 278/06 dated 06.01.2006 registered at SRO Shamirpet. M/s. Matrix Construction a registered partnership firm (firm registration no. 2355 of 2005) sold the said land admeasuring Ac. 2-27¼ Gts., to B. B. Naidu, K.

Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy vide sale deed bearing document no. 15475/06 dated 18.10.2006 registered at SRO Shamirpet.

- 1.7 Shri Cheera Yellaiah sold another portion of the land owned by him through his registered general power of attorney holder Mr. R. Rajendra Singh (GPA registered as doc no. 4556 dated 21.07.2005 at SRO Shamirpet) admeasuring about Ac. 0-26  $\frac{3}{4}$  Gts., to Mr. L. Gridhar Rao vide sale deed bearing document no. 279/06 dated 06.01.2006 registered at SRO Shamirpet. Mr. L. Gridhar Rao has in turn sold Ac. 0-26  $\frac{3}{4}$  Gts., to B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy vide sale deed bearing no. 15476/06 dated 18.1.2006 registered at SRO Shamirpet.
- 1.8 As per the proceedings of the MRO bearing nos. 5016 & 5017 dated 05.01.2007 & 11.01.2007, the names of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy were mutated in the revenue records. Pahanis for the year 2006/07 reflect the name of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy as owners and possessors of land admeasuring about Ac. 3-14 Gts. in survey no. 100/2 Rampally Village, Keesara Mandal, Medchal-Malkajgiri District,. Patta Passbook and title book have been issued in favour of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy by the Mandal Revenue Office, Keesara Mandal, Medchal-Malkajgiri District, , as per the details given below:

S.No.	Name of Pattedar	Patta & Passbook no.	Titlebook no.	Extent Sy. No.100/2
1.	K. Narsimha Reddy	1539 & 488553	488553	Ac. 0-34.5 Gts.,
2.	K. Madhusudhan Reddy	1537 & 488557	488557	Ac. 0-34.5Gts.
3.	V. Sathyanarayana	1536 & 488552	488552	Ac. 0-34.5Gts.
4.	B.B. Naidu	1538 & 488556	488556	Ac. 0-34.5Gts.

- 1.9 Accordingly, C. Ramachandraiah, C. Narsimha, K. Narsimha Reddy, K. Madhusudhan Reddy, V. Satyanarayana and B.B. Naidu (herein jointly referred to as the Original Owners) became the owners and possessors of land admeasuring about Ac. 9-32 Gts., in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, (hereinafter referred to as the Scheduled Land A and more fully described in the schedule given hereunder).
- 1.10 K. Narsimha Reddy, K. Madhusudhan Reddy, V. Satyanarayana and B.B. Naidu had executed two Agreement of Sale cum General Power of Attorneys in favour of K. Laxminarayana and P. Kashinath Yadav for a portion of Scheduled Land A admeasuring about Ac. 0-26  $\frac{3}{4}$  Gts., and Ac. 2-27  $\frac{1}{4}$  Gts., vide registered documents bearing no. 2232/08 and 2231/08 both dated 26.03.08 registered at SRO Keesara.
- 1.11 The Original Owners along with K. Laxminarayana and P. Kashinath Yadav, through several registered Agreement of Sale cum GPA with Possession and sale deeds have sold the entire Scheduled Land A to Vendor no. 1 & Vendor 2 herein as per the details given below. The agreements and deeds were registered at SRO Keesara.

S. No.	Document type	Docume nt no.	Docume nt date	Area (Ac.- gts)	Vendor	Purchaser
1.	Agr. of sale cum GPA	4762/08	03.07.08	2-05	Cheera Ramachandraiah & others	Modi & Modi Constructions
2.	Agr. of sale cum GPA	3595/08	24.07.08	1-00	Cheera Ramachandraiah & others	Modi & Modi Constructions
3.	Agr. of sale cum GPA	4736/08	05.07.08	2-13	Cheera Ramachandraiah & others	Modi & Modi Constructions
4.	Agr. of sale cum GPA	3594/08	24.07.08	1-00	Cheera Nasimha & others	Modi & Modi Constructions
5.	Sale deed	7874/08	18.09.08	1-14	B. B. Naidu & others represented by their Agr. of Sale cum GPA holders K. Laxminarayana & others	Nilgiri Estates
6.	Sale deed	9605/08	06.12.08	2-00	B. B. Naidu & others represented by their Agr. of Sale cum GPA holders K. Laxminarayana & others	Nilgiri Estates

1.12 Subsequently M/s. Modi & Modi Constructions as AGPA holder of C. Ramachandraiah & others, has executed a sale deed in its favour for land admeasuring Ac. 2-05 Gts., Ac. 2-13 Gts., . 1-00 Gts., and Ac. 1-00 Gts., registered as document nos. 581/10, 580/10, 2152/15 and 2153/15 at the SRO Keesara and Shamirpet.

1.13 By way of the above referred documents, deeds, agreements, etc., the Vendors have become absolute owners and possessors of land admeasuring about Ac. 9-32 Gts., in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, , the Scheduled Land A.

1.14 Whereas Late Shri Pirangi Balaiah, Late Shri Pirangi Venkataiah, Late Shri Pirangi Kistaiah and Late Shri Pirangi Yadaiah, all sons of Late Pirangi Laxmipathi, were the owners and pattedars of land admeasuring about Ac. 18-22 Gts., in Sy. Nos. 75 to 79 and 92 to 99 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, . These lands were self acquired lands of the these owners.

1.15 After the death of the above referred owners their respective heirs had become the owners and possessors of the said land. Vide partition deed registered as document no. 3745 of 2005 dated 15.06.2005 registered at sub registrar Shamirpet the land admeasuring about Ac. 18-22 Gts., in Sy. Nos. 75 to 79 and 92 to 99 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, was partitioned among the legal heirs of the above referred Owners.

1.16 By virtue of the said partition deed P. Rajaiah alias Raju, S/o. Late P. Yadhiah became the exclusive owner of about Ac. 2-28 Gts., in Sy. Nos. 75, 77, 78, 79 & 96 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District. By virtue of proceeding no. B/93/06 dated 6.10.2006 the name of P. Rajaiah was mutated in the revenue records and patta passbook and title book were issued in his favour as per the details given below.

Name of Pattedar	Patta / Passbook no.	Title book no.	Survey Nos.	Extent of land
Pirangi Rajaiah	414 / 129989	29853	75	Ac. 1-00 Gts.
			77	Ac. 0-04 Gts.
			78	Ac. 1-11 Gts.
			79	Ac. 0-09 Gts.
			96	Ac. 0-04 Gts.

1.17 P. Rajaiah sold a portion of land admeasuring about Ac. 0-14 Gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, (hereinafter referred to as the Scheduled Land B, which is more fully described in the schedule given herein) to Vendor No. 2 herein, vide agreement of sale cum General Power of Attorney with Possession registered as document no. 6922/08 registered at SRO Keesara and subsequently, M/s. Modi Constructions as AGPA of Mr. P. Rajaiah, executed a sale deed in its favour for the Scheduled Land B, registered as document no. 2154/2015 dated 03.06.2015 at the SRO, Shamirpet.

1.18 The Vendors thus became the owners of Ac. 10-06 gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, (hereinafter referred to as the Scheduled Land C, which is more fully described in the schedule given herein).

1.19 Vendor no.1 & Vendor no. 2 are sister firms operating out of the same office with Shri. Soham Modi as a Managing Partner of both the firms. In an internal arrangement between the Vendors it has been decided that the Scheduled Land C shall be developed by Vendor no. 1 herein and it shall be the sole recipient of any consideration received from prospective purchasers from sale of the land or constructions like flats / villas / commercial space. Further, all costs for development of the land including permits, sanctions, fees, construction cost and the like shall be entirely borne by Vendor no.1.

## 2. DETAILS OF PERMITS:

2.1 The Vendor has obtained permission from HMDA in file no. 001839/MP2/Plg/HMDA/2013 vide Permit No. 05/LO/Plg/HMDA/2013 dated 16.03.2015 for developing the Scheduled Land C into a housing complex consisting of 188 villas (independent houses) along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

## 3. PROPOSED DEVELOPMENT:

3.1. The Vendor proposes to develop the Scheduled Land C in accordance with the permit for construction/development into a housing complex as per details given below:

3.1.1. The land is proposed to be sub-divided into 188 plots of land and each plot of land shall be sold along with a villa constructed thereon.

- 3.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
  - 3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3/4BHK villa on each plot of land.
  - 3.1.4. Clubhouse consisting of stilt + ground + 3 upper floors admeasuring about 13,500 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, children park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
  - 3.1.5. Each villa shall have a separately metered electric power connection.
  - 3.1.6. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
  - 3.1.7. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
  - 3.1.8. 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.
  - 3.1.9. 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 2022, whichever is later and all the villas in the project of Nilgiri Estate shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any obstructions / objections.
  - 3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of Nilgiri Estate. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in Nilgiri Estate i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land not withstanding any provision for additional construction in the bye-laws. Further, 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 2032.
  - 3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
  - 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 the villas.
- 3.2. The proposed project of development on the entire Scheduled Land C is styled as ‘Nilgiri Estate’ and is hereinafter referred to as the Housing Project. That the name of the project

which is styled by the Vendor as Nilgiri Estate 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 C and he is absolutely entitled to sell the villas to any intending purchaser.
- 4.2 The Vendor proposes to sell each villa to intending purchasers along with identifiable plot of land. The villa along with the plot of land shall be sold as the composite unit and cannot be separated into its constituent parts. The villa being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Villa.
- 4.3 The Purchasers of the villas in the housing complex shall share all the common amenities provided by the Vendor within the Scheduled Land C 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.
- 4.4 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, land left for future development, etc., shall continue to belong to the Vendor or its nominees.
- 4.5 That the rights of further construction around the villa 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 VILLA BEING SOLD:

- 5.1 The Vendor hereby sells to the Purchaser a villa in the Housing Project and details of the villa no., area of villa, plot area are given in Annexure –A attached to this deed. Hereinafter, the Villa mentioned in Annexure – A is referred to as the Scheduled Villa.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Villa 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 Villa 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 Villa 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 Villa, 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 Villa 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 Villa constructed is given in Annexure – B attached herein. The layout plan of the Housing Project is attached as Annexure –C herein
- 5.8 The Vendor has provided plans of the Scheduled Villa to the Purchaser along with details of carpet area and built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Villa. The sale consideration mentioned herein is the lump sum amount for the Scheduled Villa. The Purchaser confirms that he shall not raise any objections on this count.
6. SALE CONSIDERATION:
- 6.1 The Vendor hereby sells the Scheduled Villa and the Purchaser hereby shall become the absolute owner of the Scheduled Villa. 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 Villa and hereby confirms that the construction of the Scheduled Villa 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 Schedule Villa 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 Villa 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 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.

8.4 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.

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 villa nor shall the Purchaser make any additions or alterations in the villa 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 villa that may change its external appearance without due authorization from the Vendor and / or Association /

Society in-charge of maintenance as per details given in clause 3.1.9, 3.1.10 & 3.1.11 above.

- 9.3 That the Purchaser or any person through him shall keep and maintain the villa in a decent and civilized manner and shall do his part in maintaining the living standards of the villas 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 villa for any illegal, immoral, commercial & business purposes. (c) use the villa 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 villas (g) install cloths drying stands or other such devices on the external side of the villas (h) store extraordinary heavy material therein (i) to use the roads or footpaths for storage of material (j) place shoe racks, pots, plants or other such material in the roads or footpaths 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 villas 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 C in phases. The Vendor may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land C 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 C . The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land C . 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 C . The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land C . Such land in the vicinity of the Scheduled Land C may be continuous or disjoint with the Scheduled Land C . The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.

10.1 That rights of further construction in and around the Schedule Villa, 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.

10.2 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 Villa and also the adjoining villas.

10.3 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 Villa and that such changes do not affect the plan or area of the Scheduled 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.

## 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 C 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 Villa 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 Villa or the Scheduled Land C . The Purchaser has

verified the extent, permit for construction and title/link documents pertaining to the Scheduled Villa 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 Villa 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 villa. 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 villa and the transfer of all or any rights therein shall only be subject to such conditions.

DESCRIPTION OF THE SCHEDULED LAND 'A'

ALL THAT PIECE AND PARCEL OF LAND admeasuring about Ac. 9-32 Gts., in survey no. 100/2 Rampally Village, Keesara Mandal, Medchal-Malkajgiri District and bounded by:

North	Huda Approved Layout
South	Sy. No. 100/1
East	Village Boundary of Yamnampet Village
West	Neighbours land & 30 ft wide Road

DESCRIPTION OF THE SCHEDULED LAND 'B'

ALL THAT PIECE AND PARCEL OF LAND admeasuring about Ac. 0-14 Gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District and bounded by:

North	Huda Approved Layout & 60' wide road
South	Land belonging to P. Bikshapathi & others
East	Land belonging to Vendors in Sy. No. 100/2
West	Neighbours Land

DESCRIPTION OF THE SCHEDULED LAND 'C'

ALL THAT PIECE AND PARCEL OF LAND admeasuring about Ac. 10-06 gts., forming a part of Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal Medchal-Malkajgiri District and bounded by:

North	Huda Approved Layout & 60' wide road
South	Sy. No. 100/1
East	Village Boundary of Yamnampet Village
West	Neighbours land & 30 ft wide Road

WITNESS:

1.

2.

VENDOR No. 1

VENDOR No. 2

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 Villa:			
	a. Villa no.:			
	b. Plot area:			Sq. yds.
	c. Built-up area :			Sft.
	d. Carpet area			Sft.
7.	Total sale consideration:			Rs. ____/- (Rupees _____ only)
18.	Details of payment:			
	Sl. No.	Date	Payment details	Amount
	a.			
	b.			
	c.			
	d.			
22.	<p>Description of the Scheduled Villa:                      All that piece and parcel of land bearing Plot No. _____ admeasuring about _____ sq. yds. forming a part of land in Sy. Nos. 75, 77, 78, 79 &amp; 96, 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, ,, bounded by:</p> <p>North by:                      South by:                      East by:                      West by:</p>			

VENDOR No. 1

VENDOR No. 2

PURCHASER

ANNEXURE- B

Plan of the Scheduled Villa:

VENDOR No. 1

VENDOR No. 2

PURCHASER

ANNEXURE - C

Layout plan of the Housing Project:

VENDOR No. 1

VENDOR No. 2

PURCHASER