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LEELA G STAM L. No: 146 5-4-76/A SECUNDER

SALE DEED

This Sale Deed is made and executed on this the 3 day of January 2006 at Medchal by:

M/s. Modi Developers., a company represented by its partner Sri Sourabh Modi, S/o Sri Satish Modi, aged about 34 years, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad — 500 034, hereinafter called the "VENDOR" (which expression where the context so permits shall mean and include its successors in interest, nominee, assignees) of THE ONE PART.

In Favour of

Dr. Tejal Modi, W/o. Mr. Soham Modi, aged about 35 years, Occupation: Doctor, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034, hereinafter called the "VENDEE" (Which expression where the context so permits shall mean and include their/his/her heirs, successors, legal representative, executors, nominee, assignee etc.) of THE OTHER PART.

For MODI DEVELOPERS

PARTNER

WHEREAS:

A. The Vendor is the absolute owner and possessor of all that land forming a part of Survey No's. 143, 144, 145, admeasuring 1 acre 27 guntas, situated at Kompally village, Quthbullapur Mandal, Ranga Reddy District, (hereinafter referred to as "The SCHEDULE LAND"), by virtue of registered sale deeds, executed in favour of the Vendor, by the former owners Sanna Chittama & others. The details of the sale deeds are given below.

Sale Deed Dated	Schedule and area of land	Document No	Registered with
19/5/2003	12 guntas	5640/2003	Sub Registrar Medchal, R. R. Dist
19/5/2003	14 guntas	5641/2003	Sub Registrar Medchal, R. R. Dist
19/5/2003	13 guntas	5642/2003	Sub Registrar Medchal, R. R. Dist
21/4/2003	14 guntas	4454/2003	Sub Registrar Medchal, R. R. Dist
21/4/2003	14 guntas	4453/2003	Sub Registrar Medchal, R. R. Dist

- B. The rights of the Vendor with respect to the Schedule Land are confirmed vide Order nos. 4739/2003 dated 22/09/2003 and 17/05/04 issued by the office of the MRO, Quthbullapur, Ranga Reddy District.
- C. The Vendor is constructing residential apartments as a Group Housing Scheme, named 'Palm Springs', along with certain common amenities, recreation facilities, roads, lighting etc. on the Scheduled Land.
- D. The necessary technical approval from HUDA, vide permission No 11535/P4/H/04 dated 03/05/05 and permissions from the Gram Panchayat Kompally Village dated 10/05/05 have been obtained for the construction of residential apartments on the Schedule Land.
- E. The VENDEE is desirous of purchasing a semi-finished apartment bearing No 102 on the first floor, in at 'Palm Springs', having a built-up area of 1486 sft, together with 327 area of common area as well as undivided share in the SCHEDULE LAND to the extent of 72.52 Sq. Yards and a reserved car parking space along with use of the facilities such as playgrounds, gardens and amenities such as lift, generator etc. as well as exclusive use of the 'Palm Springs Club House' as a package, which hereinafter is referred to as the SCHEDULED PREMISES for a consideration of Rs.7,25,000/- (Rupees Seven Lacs Twenty Five Thousand Only) and the VENDOR is desirous of selling the same.
- G. The Vendor has agreed to sell the apartment together with proportionate undivided share in land, parking space, use of the Palm Springs Club House, playgrounds, gardens and common amenities as a package.
- H. At the request of the Vendee the Vendor has agreed to execute this Sale Deed.

NOW THIS SALE DEED WITNESSETH AS UNDER:

- 1) That in pursuance of the aforesaid agreement and in consideration of said sum Rs.7,25,000/(Rupees Seven Lacs Twenty Five Thousand Only), the VENDOR do hereby sell, transfer, convey unto the VENDEE the SCHEDULE PREMISES which is more particularly described in Annexure 1-A at the end of this document and shown in detail in the plan annexed hereto.
- 2) Henceforth the VENDOR shall not have any right, title or interest in the SCHEDULE PREMISES which shall be enjoyed absolutely by the VENDEE without any let or hindrance from the VENDOR or anyone claiming through them.
- 3) The VENDOR has delivered vacant position of the SCHEDULE PREMISES to the VENDEE and the VENDEE both hereby confirm and acknowledge the same.
- 4) A sum of Rs.7,25,000/- (Rupees Seven Lacs Twenty Five Thousand Only) has been paid by the Vendee
- 5) The VENDEE do hereby covenant with the VENDOR and through the VENDOR with other owners of tenements in Palm Springs as follows:-
- The VENDEE shall not put forth any independent or exclusive claim, right or title over the land on which the SCHEDULE PREMISES 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 Palm Springs.

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- That the VENDEE has examined the title deeds, plans, permissions and other documents and the
 construction and fixtures and fittings fitted and installed in the schedule premises and is fully
 satisfied and the VENDEE shall not hereafter, raise any objection on this account.
 - corridors, passages, staircases, drainage, water supply, electricity and other services and property of common enjoyment) and shall pay such amount or amounts as decided by the Vendor to the society/association every month for the proper maintenance of the common services. If the Vendee ever fails to pay maintenance charges for his apartment, the Vendor/society/association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
- That it is also specifically agreed by the Vendee that till the formation of the society/association, the monthly maintenance amount shall be paid to the Vendor towards the maintenance of common services as mentioned above, till such time the society/association is formed and the Vendee shall cooperate and render necessary help for the formation of such society/association or company.
- The Vendee shall be an exclusive member of the 'The Palm Springs Clubhouse', and shall be entitled to use the facilities of the same. The Vendor asserts that the membership of this clubhouse is an exclusive privilege of the occupants of the flats of 'Palm Springs' both phase 1 and Phase 2, and no outside members shall be permitted. The Vendee is entitled to assign his right to use the above clubhouse to his tenants/lessees in the event of lease of the apartment. The Clubhouse will be run by residents of 'Palm Springs' by forming an association & the monthly fees shall be nominal. The Clubhouse will be run on no profit no loss basis. The association will also be in charge of maintaining all the common amenities for all the proposed blocks to be completed, such as landscaped gardens/roads, sports facilities/common security etc.
- The VENDEE alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the SCHEDULE PREMISES from the date of delivery of its possession by the VENDOR to the VENDEE.
- The VENDOR shall have the right to construct other buildings adjoining to and/or linked or near about and/or adjacent to the existing residential apartments of Palm Springs and the VENDEE shall not make any objection or interruption nor make any claims to the proposed constructions and it is hereby specifically declared that roads, passages, toilets, drainage, water pipelines, sewage connections, electric cables, open air space, overhead tanks and the transformer room shall be used commonly and jointly by the owners, occupiers and VENDEE(s) of the premises in Palm Springs and the adjacent buildings and structures that may be constructed by the VENDOR herein and the said facilities shall be enjoyed jointly in common by the occupants, owners or the VENDEE(s) of the said building and structures without any hindrance or objection of any kind whatsoever.
- That the VENDEE shall be liable to pay his/her/their proportionate share of all loans, deposits or any other costs, charges or payments, made to the Electricity Board, water works Department, Sewerage Board or any other authority for the provision of water, drainage and electricity connection or installation of a transformer, as determined by the vendor/builder, before taking possession of the Schedule Apartment.
- That the VENDEE shall not cause any obstruction or hindrance, to the VENDOR and shall give reasonable access, permission assistance to him or his nominated contractors or their agents, nominees etc., or body that may be set up by VENDOR to construct, repair, examine, survey the SCHEDULE PREMISES or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary.
- That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Vendee shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Vendee.
- That the blocks of residential apartments shall always be called PALM SPRINGS and the name thereof shall not be changed.

For MODI DEVELOPERS

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- The VENDEE further covenant(s) with the VENDOR and through them to the VENDEE(s) of the
 other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part
 of the SCHEDULE PREMISES or any part of the SCHEDULE PREMISES nor shall he/she/they
 make any additions alterations in the Schedule Premises without the written permission of the
 Vendor or other body that may be formed for the maintenance of the Apartments.
- That the VENDEE shall keep and maintain the SCHEDULE PREMISES 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 VENDEE 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) Utilise only the designated areas reserved by the Vendor for drying clothes etc. so as to ensure good and decent appearance of the entire residential complex.
- 6. That any disputes or differences between the parties hereto shall be subject to. Hyderabad/Secunderabad Jurisdiction only
- 7. The VENDOR covenants with the VENDEE that the SCHEDULE PREMISES is free from all encumbrances, charges, gifts, mortgages, liens, and court attachments.

SCHEDULE OF PROPERTY HEREBY SOLD

All that portion-forming a semi-finished apartment No.102 on the First Floor, admeasuring 1486 Sq. ft of built up area and 327 sft of common area, together with proportionate undivided share of land to the extent of 72.52 sq. yards out of land admeasuring 1acre 27 guntas, and a reserved car parking space No.3a&3b, forming part of the group of residential apartments collectively named as 'PALM SPRINGS' situated in part of Survey Nos 143, 144, 145, Kompally Village, Quthbullapur Mandal & Municipality, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North	Open to Sky	
South	Open to Sky	
East	Open to Sky	
West	By Corridor	

In **WITNESS WHEREOF** the **VENDOR** hereto has signed this Sale Deed on the above mentioned date in the presence of the following witnesses

Witnesses:

1. Hundle

ForMODI DEVELOPERS

/ PARTNE

VENDOR

ANNEXURE 1-A

1. Description of the property

A Semi-finished Flat No.102, 1st Floor

'Palm Springs'

Survey Nos.143,144,145, Kompally, R.R.District

2. Nature of roof

RCC

3. Type of structure

Structural Beams

4. Age of the Building

New

5. Total extent of site

72.52 Sq. Yards

6. Built up area particulars

1486 sft Builtup area,

327 sft Common/Parking area

7. Annual Rental Value

Rs.40,277/-

8. Municipal taxes

Unasessed 😘

9. Vendor's estimate value of the Land and Building

Rs.7,25,000 /-

CERTIFICATE

I hereby declare that what is stated above is true to the best of my knowledge and belief.

For MODI DEVELOPERS

31-1-2006

Place: Medchal

Signature of the Vendor.

For MODI DEVELOPERS

EXECUTANT.

PLAN SHOWING A SEMI FINISHED APARTMENT NO 102 ON THE FIRST FLOOR IN PALM SPRINGS COVERED BY SURVEY NO. 143, 144, 145, KOMPALLY VILLAGE, RANGA REDDY DISTRICT.

VENDOR

M/s. Modi Developers

VENDEE

Mrs. Tejal Modi

Flat Area

1486 sft Built up Area, 327 sft Common /Parking Area

Undivided Share of Land

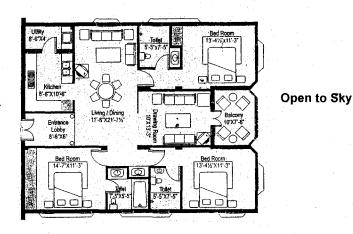
72.52 Sq. Yards

Boundaries:

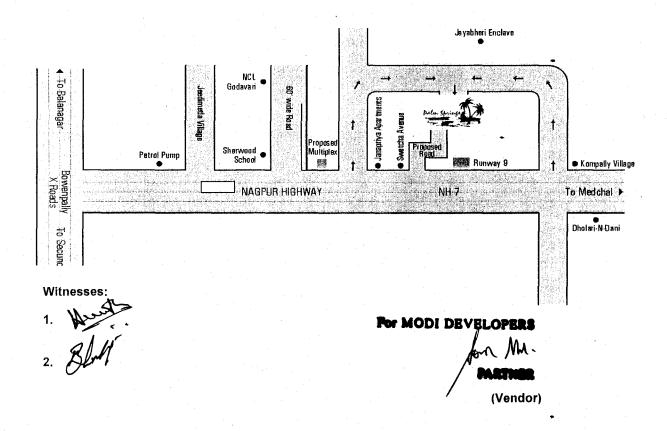
North	Open to Sky	
South	Open to Sky	
East	Open to Sky	
West	By Corridor	

Open to Sky

By Corridor



Open to Sky



PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32 A OF REGISTRATION ACT 1908

FINGER PRINT IN BLACK INK (LEFT THUMB)	PASSPORT SIZE PHOTOGRAPH (BLACK AND WHITE)	NAME& PERMANENT POSTAL ADDRESS OF PRESENTANT/ SELLER/BUYER
		SELLER Modi Developers Mr. Sourabh Modi (PARTNER) Plot 280, Rd.No.25, Jubilee Hills, Hyderabad – 500 034.
		Purchaser Mrs. Tejal Modi Plot No 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034.

Note: If the Buyer (s) is/ are not present before the sub registrar, the following request should be signed.

I/We send herewith my/our photograph (s) and fingerprints in the for prescribed, through my representative, Sri. Sound by Modes I/We cannot appear personally before the Registering officer in the office of Sub-Registrar of Assurances.

For MODI DEVELOPERS

PARTNER

Signature of the Representative: Signature

Signature of the Executant

Signature of Witnesses:

Signature (S) of BUYER (S)

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PARTNER

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