

# Government of Telangana **Registration And Stamps Department**

5737/22

Payment Details - Citizen Copy - Generated on 22/08/2022, 02:23 PM

SRO Name: 1526 Kapra

Receipt No: 5627

Name: ANAND S MEHTA

Transaction: Sale Deed Chargeable Value: 5556000

DD No:

Bank Name:

Registration Fee

Transfer Duty /TPT

Deficit Stamp Duty

Mutation Charges

Total:

User Charges

E-Challan Bank Name: HDFS

CS No/Doct No: 5249 / 2022

Challan No:

Challan Dt:

E-Challan No: 218UP5030622

E-Challan Dt: 03-JUN-22

**Account Description** 

tours by the pro-

E-Challan Bank Branch:

Cash

DD Dt:

Bank Branch:

Amount Paid By Challan

DD

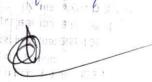
E-Challan 27780

> 83340 305480

1000

5556 423156

In Words: RUPEES FOUR LAKH TWENTY THREE THOUSAND ONE HUNDRED FIFTY SIX ONLY







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S.No. 1784 Date: 30-03-2022

Sold to: MAHENDAR

S/o.MALLESH

For Whom: MODI REALTY MALLAPUR LLP

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012, R.No.16-05-029/2021

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad.

### SALE DEED

nd

This Sale deed is made and executed on this the Malkajgiri District by and between:

- 1. M/s. Modi Realty Mallapur LLP (formerly known as M/s. Modi Estates) a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad–500 003, represented by its authorsied representative, Shri. Anand S. Mehta, S/o. Shri Suresh U. Mehta, aged about 45 years, Occupation: Business. {Pan No. AAEFM1459R}.
- M/s. Gulmohar Residency {Pan No. AAGFG4971Q}, a registered partnership firm having its
  office at Plot No. 8, Road No. 5, Nacharam Industrial Area, C/o. Dilpreet Tubes, Hyderabad–500
  067, represented by its Joint Development Agreement cum General Power of Attorney holder,
  M/s. Modi Realty Mallapur LLP vide document no.3741/2019, dated 08.07.2019 registered at
  SRO, Kapra.,
- 3. M/s. Jade Estates {Pan No. AAFFJ2885D}, a registered partnership firm having its office at Plot No. 8, Road No. 5, Nacharam Industrial Area, C/o. Dilpreet Tubes, Hyderabad–500 067, represented by its Joint Development Agreement cum General Power of Attorney holder, M/s. Modi Realty Mallapur LLP vide document no.3741/2019, dated 08.07.2019 registered at SRO, Kapra.,

For Modi Realty Mallapur LLP

**Authorised Signatory** 

#### **Presentation Endorsement:**

Presented in the Office of the Sub Registrar, Kapra along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 27780/- paid between the hours of on the 22nd day of AUG, 2022 by Sri Anand S.Mehta

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb Thumb Impression SI No Code Photo Impression Address S.S.S.SUBBA RAO[R]N.CH.V.S.SEKHAR . ESWARA KUMAR NOONEY 1 CL K PRABHAKAR REDDY (GPA VIDE DOCT NO.105/IV/2021 DT.30-04-2021 AT SRO KAPRA) S/O. K.PADMA REDDY 2 EX 5-4-187/3 AND 4, 2 FLOOR, SOHAM, MANSION, HYDERABAD,

SI No	Thumb Impression	Photo	Name & Address	Signature	
1	[TUR-1-202-SEVPLYTES: 1-220RESSE:		YASHWANTH S R/O.HYD	S. Yanhusan	
2	Part of Control of the Control of th	1150-1-502-5-49-111455-1-223-1-20-1	N G V NAGA KISHORE R/O.A.P.	nanalla	

22nd day of August, 2022

Signature of Sub Registrar Kapra

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	, Amberpet, Hyderabad, Telangana, 500013	
2	Aadhaar No: XXXXXXXX9042 Name: Srikakolapu Sankara Sekhara Subba Rao	S/O Late S Jagannadha Rao, Hyderabad, Hyderabad, Andhra Pradesh, 500059	9

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Sheet 1 of 19



Parties in Sl. No. 2 & 3 are being represented by their Joint Development Agreement cum General Power of Attorney holder, M/s. Modi Realty Mallapur LLP, a registered LLP having its office at 5-4-187/3 & 4, Soham Mansion, II floor, M. G. Road, Secunderabad–500 003, represented by its authorsied representative, Shri. Anand S. Mehta, S/o. Shri Suresh U. Mehta, aged about 45 years, Occupation Business, by way of document no. 3741/2019, dated 08.07.2019 registered at SRO, Kapra.

Hereinafter referred the parties are collectively referred to as the Vendor and severally as Vendor no.1, Vendor no.3, Vendor no.3 respectively.

#### IN FAVOUR OF

Mr. N. CH. V. S. Sekhar, Son of Mr. Eswara Kumar Nooney, aged about 37 years, Occupation: Service residing at 5-4-87, Gokhale Center, Rajiv Street, Amalapuram, East Godavari, Andhra Pradesh- 533 201 (Pan No. ADYPN1511A, Mobile No. 90361 04233), 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.

#### TITLE OF PROPERTY:

- 1.1 Late Sri M. Venkata Narasimha Rao, was the original pattedar of land admeasuring about Ac. 15-30 Gts., in Sy. No. 19 of Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District), Telangana.
- 1.2 The name of Late Sri M. Venkata Narasimha Rao, his son has been duly recorded as the pattedar and possessor in the Kasra Pahanis for the year 1954-55, Cheesala Pahanis for the year 1955-58 and in the Pahanis from 1959 onwards at the office of the Mandal Revenue Office, Uppal Mandal, Medchal-Malkajgiri District, Telangana.
- 1.3 Upon the death of Late Sri M. Venkata Narasimha Rao, Sri M. Venkata Rama Rao became the sole owner and pattedar of the above referred land. A Succession Certificate was issued by the Taluka Office on 02.07.1964, File No. D1/4734/64 in favour of Sri M. Venkata Rama Rao.
- 1.4 Mr. M. Venkata Rama Rao has from time to time sold portions of Sy. No.19 to intending purchasers and has also surrendered a portion of land in Sy. No. 19 to the Railways (Ac. 2-18 Gts.) and for Road widening (Ac. 0-39 Gts.).
- 1.5 Mr. M. Venkata Ramana Rao, Mrs. M. Geetabai, Mr. M. Venkata Narasimha Rao and Ms. M. Suneetha are the children of Mr. M. Venkata Rama Rao and they have jointly executed a Memorandum of Partition dated 25.03.1981, wherein various joint properties of the family including the above referred land have been partitioned by meats and bounds. By virtue of the Memorandum of Partition land admeasuring Ac. 12-13 Gts. in Sy. No. 19, of Mallapur Village has fallen to the share of Mr. M. Venkata Rama Rao. The above partition has been recorded and mutated in the Revenue Records.

For Modi Realty Mallapur LLP

Authorised Signatory

Description	In the Form of						
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	305480	0	0	0	305580
Transfer Duty	NA	0	83340	0	0	0	83340
Reg. Fee	NA	0	27780	0	0	0	27780
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	5556	0	0	0	5556
Total	100	0	423156	0	0	0	423256

Rs. 388820/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 27780/- towards Registration Fees on the chargeable value of Rs. 5556000/- was paid by the party through E-Challan/BC/Pay Order No ,218UP5030622 dated ,03-JUN-22 of ,HDFS/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 423206/-, DATE: 03-JUN-22, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 0181512442829, PAYMENT MODE:NB-1001138, ATRN:0181512442829, REMITTER NAME: N CH V S SEKHAR, EXECUTANT NAME: MODI REALTY MALLAPUR LLP, CLAIMANT NAME: CH V S SEKHAR NOONEY).

Date:

Signature of Registering Officer

Kapra

22nd day of August,2022 Certificate of Registration

Registered as document no. 5137 of 2022 of Book-1 and assigned the identification number 1, 2022 for Scanning on 22-AUG-22.

Registering Officer

Kapra

(E.Rajasekhar Reddy)



- 1.6 Accordingly, Mr. Venkata Rama Rao became the pattedar, possessor and absolute lawful owner of land admeasuring Ac. 12-13 Gts. forming a portion of Sy. No. 19 of Mallapur Village, Uppal Mandal, Ranga Reddy District. He sold Ac. 4-00 gts., to M/s. Gulmohar Residency and Ac. 4-00 gts., to Jade Estates, out of the land owned by him, as per details given under.
- 1.7 M/s. Gulmohar Residency (Vendor no. 2 herein) become the absolute owner of land in Sy. Nos. 19, situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District), Telangana admeasuring about Ac. 4-00 Gts. by virtue of registered sale deed dated 22.12.2005, bearing document no.12683/05 registered at the office of the Sub-Registrar, Uppal, (hereinafter this land is referred to as the Scheduled A Land and is more fully described at the foot of the document).
- 1.8 M/s. Jade Estates (Vendor no.3 herein) become the absolute owner of land in Sy. Nos. 19, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District, (formerly known as Ranga Reddy District), Telangana admeasuring about Ac. 4-00 Gts. by virtue of registered sale deed dated 22.12.2005, bearing document no. 12684/05 registered at the office of the Sub-Registrar, Uppal, (hereinafter this land is referred to as the Scheduled B Land and is more fully described at the foot of the document).
- 1.9 The total land owned by Vendor no. 2 & Vendor no. 3 admeasuring Ac. 8-00 gts., forming a party of Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal Malkajgiri District (formerly known as Ranga Reddy District) Telangana is hereinafter referred to as the Scheduled Land and is more fully described at the foot of the document.
- 1.10 Accordingly, Vendor no. 2 has became owner of 50% share in the Scheduled Land and Vendor no. 3 has became owner of 50% share in the Scheduled Land.
- 1.11 The Vendor no.1 has agreed to take on development the Scheduled Land from the Vendor no. 2 and Vendor no. 3, for construction of a Housing Project with 6 floors of flats, 2 basements for parking, along with certain common amenities and entered in to a Joint Development Agreement cum General Power of Attorney bearing document no. 3741/2019, dated 08.07.2019 registered at SRO, Kapra.
- 1.12 The flat being sold under this deed along with parking space, undivided share of land and common amenities for joint enjoyment, details of which are given in Annexure—A, fall to the share of the Vendor no.1 and the Vendor no.1 is absolutely entitled to sell the said flat to any intending purchaser without further reference to the Vendor no. 2 and Vendor no. 3.
- 1.13 The Vendor has registered the Housing Project under the Provisions of the RERA Act with the Telangana Real Estate Regulatory Authority at Hyderabad on 05.09.2019 under registration no. P02200001129.

#### 2. DETAILS OF PERMITS:

2.1 The Vendor / Owners have obtained permission from GHMC vide permit no. 1/C/05652/2021 dated 17.04.2021 for developing the Scheduled Land into a residential complex consisting of 345 flats with two basements, six upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.

For Modi Realty Mallapur LEP

Authorised Signatory

As per building permit order, other correspondence and documentation with GHMC and other departments the proposed development of flats in the 6 upper floors (excluding the parking floors in the basement) has been referred to as ground floor, first floor, second floor and so on. However, in the documentation between the Vendor and the Purchaser (including in the registered JDA) the flats on each floor have been labeled as A101, A201, A301 and so on till A601, signifying block number, floor number and flat number. For the purpose of this agreement 6 floors have been numbered as first floor, second floor till sixth floor. The usage of the term 'ground floor' has been avoided. An example for flat no. 5 in block A is given under.

Block no. in GHMC plan	Flat no. in GHMC plan	Floor no. in GHMC plan	Flat no. assigned in	
A	5	1	Agr. of Sale	in Agr. of Sale
A	5	Ground	A 105	First
2000	5	First	A 205	Second
A	5	Second	A 305	Third
A	5	Third	A 405	Fourth
A	5	Fourth	A 505	Fifth
A	5	Fifth	A 605	Sixth

#### 3. PROPOSED DEVELOPMENT:

- 3.1. The Vendor proposes to develop the Scheduled Land in accordance with the permit for construction/development into a housing complex as per details given below:
  - 3.1.1. 8 blocks of flats labeled as A, B, C, D, E, F, G & H are proposed to be constructed.
  - 3.1.2. Each block consists of 5/6 floors.
  - 3.1.3. Parking is proposed to be provided on two basements floors common to all the blocks.
  - 3.1.4. Total of 345 flats are proposed to be constructed.
  - 3.1.5. Blocks may be constructed in phases and possession shall be handed over for blocks that have been completed.
  - 3.1.6. Clubhouse consisting of 6 floors admeasuring about 24,842 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are swimming pool, roads, landscaped gardens, children's park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
  - 3.1.7. Each flat shall have a separately metered electric power connection.
  - 3.1.8. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
  - 3.1.9. Connection for drinking water shall be provided in each flat. Drinking water shall be provided by an onsite RO plant and / or municipal water connection.
  - 3.1.10. The proposed flats will be constructed strictly as per the design proposed by the Vendor. The Vendor reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed flats, blocks, clubhouse, common amenities, etc., as it deems fit and proper.
  - 3.1.11. Purchaser shall not be entitled for making changes in elevation, external appearance, colour scheme, etc.
  - 3.1.12. The Vendor shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of flats/blocks.
  - 3.1.13. The net extent of land being developed is 27,216 sq. yds., after leaving 483.75 sq. yds for road widening. Each flat has been assigned proportionate undivided share from in the net land for development.

For Modi Realty Mallapur LLP

Authorised Signatory

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3.2. The proposed project of development on the entire Scheduled Land is styled as 'Gulmohar Residency' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Vendor as 'Gulmohar Residency' shall always be called as such and shall not be changed.

#### 4. SCHEME OF SALE / PURCHASE:

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the flats to any intending purchaser.
- 4.2 The Vendor proposes to sell each flat (apartment) to intending purchasers along with the reserved car parking space in the parking floors and proportionate undivided share of the Scheduled Land. The flat along with the parking space and undivided share of land shall be sold as the composite unit and cannot be separated into its constituent parts. The flat being sold by the Vendor to the Purchaser is detailed in Annexure—A and is hereinafter referred to as the Scheduled Flat.
- 4.3 The Purchasers of the flats in the housing complex shall share all the common amenities provided by the Vendor within the Scheduled Land such as clubhouse, swimming pool, roads, passages, corridors, staircase, open areas, electric power infrastructure, water supply infrastructure, generator backup infrastructure, etc., without claiming exclusive ownership rights on any such common facilities or amenities i.e., such common amenities shall jointly belong to all the eventual flat owners in the Housing Project.
- 4.4 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, etc., shall continue to belong to the Vendors or its nominees.
- 4.5 That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner it deems fit without any objection whatsoever from the Purchaser.

#### 5. DETAIL OF FLAT BEING SOLD:

- 5.1 The Vendor hereby sells to the Purchaser a flat in the Housing Project along with reserved car parking space and proportionate undivided share in the Scheduled Land and the details of the flat no., block no., area of flat, car parking, undivided share of land are given in Annexure—A attached to this deed. Hereinafter, the flat mentioned in Annexure—A is referred to as the Scheduled Flat.
- 5.2 Henceforth the Vendor shall not have any right, title or interest in the Scheduled Flat which shall be enjoyed absolutely by the Purchaser without any let or hindrance from the Vendor or anyone claiming through them.
- 5.3 The Vendor hereby covenants that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate the Scheduled Flat unto and in favour of the Purchaser in the concerned departments.
- 5.4 The Vendor hereby covenants that the Vendor has paid all taxes, cess, charges to the concerned authorities relating to the Scheduled Flat payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.

  For Modi Realty Mallapur LLP

Authorised Signatory

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- 5.5 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Flat, permissions and other documents and is fully satisfied with regard to the title of the Vendor and the authority of Vendor to transfer the rights hereunder and the Purchaser shall not hereafter, raise any objection on this count.
- 5.6 That the Purchaser has examined the permit for construction obtained by the Vendor and correlated the same with the Scheduled Flat and is fully satisfied with regard to the permit for construction and shall not hereafter, raise any objection on this count.
- 5.7 The plan of the Scheduled Flat constructed is given in Annexure–B attached herein. The layout plan of the Housing Project is attached as Annexure–C herein.
- 5.8 The Vendor has provided plans of the Scheduled Flat to the Purchaser along with details of carpet area, built-up area and super built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the Scheduled Flat. The sale consideration mentioned herein is the lumsumamount for the Scheduled Flat. The Purchaser confirms that he shall not raise any objections on this count.

#### 6. SALE CONSIDERATION:

- 6.1 The Vendor hereby sells the Scheduled Flat and the Purchaser hereby shall become the absolute owner of the Scheduled Flat. The Purchaser has paid the entire sale consideration to the Vendor and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure—A.
- 6.2 It is specifically agreed between the parties herein that the total sale consideration given herein does not include the cost of enhancing the existing water supply 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 enhanced by such a government/ quazi government body on a pro-rata basis.

#### 7. COMPLETION OF CONSTRUCTION& POSSESSION:

- 7.1 The Purchaser has inspected the Scheduled Flat and hereby confirms that the construction of the Scheduled Flat has been completed in all respects and that the Purchaser shall not raise any objections on this count hereafter.
- 7.2 Hereafter, the Purchaser shall be responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Vendor or the respective society or Association. The Vendor /Association shall be entitled to recover such dues, if any, from the Purchaser.
- 7.3 Hereafter the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Schedule Flat including property/municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Vendor shall be entitled to recover such dues, if any, from the Purchaser.

For Modi Realty Mallapur LLP
Authorised Signatory

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7.4 The Purchaser is deemed to have been handed over vacant possession of the Scheduled Flat on this day.

#### 8. OWNERS ASSOCIATION:

- 8.1 That the Purchaser shall become a member of the association / society that has been formed (details of association are given in annexure—A) to look after the maintenance of the Housing Project and shall abide by its rules.
- 8.2 In case the society / association has yet to be formed, the Purchaser shall pay to the Vendor such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Vendor.
- 8.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Scheduled Flat, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Flat including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.
- 8.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of flats. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.
- 8.5 The monthly maintenance charges payable to the Association are proposed to be increased from time to time and the Purchaser shall be liable to pay such increased charges.
- 8.6 The Purchaser agrees not to withhold or delay payment of monthly maintenance charges to the Association for any defects in construction. Repairs/correction of defects in construction, if any, is the responsibility of the Vendor and the Purchaser agrees to not withhold payment of monthly maintenance charges.
- 8.7 The Vendor shall be entitled to form the Owners Association and draft its bye-laws as he deems fit and proper. The Vendor and its nominees shall be the founding members of the Association. The Association shall be handed over to the members of the Association (i.e., prospective purchasers) at the time of completion of the entire Housing Project, by calling for elections for its executive committee members. Till such time the Vendor and its nominees shall run the day today affairs of the Association. The Purchaser shall not raise any objection on this count.

#### 9. RESTRICTION ON ALTERATIONS & USE:

9.1 That the Purchaser shall not cut, maim, injure, tamper or damage any part of the structure or any part of the flat nor shall the Purchaser make any additions or alterations in the flat without the written permission of the Vendor and / or any other body that may be formed for the purposes of maintenance of the Housing Project.

For Modi Realty Mallapur LLP

Authorised Signatory

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- 9.2 That the Purchaser shall not be allowed to alter any portion of the flat that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 10 to 15 years i.e. upto the ending of year 2030 and all the flats in the Housing Project shall have a similar elevation, color scheme, etc. for which the Purchaser shall not raise any obstructions / objections.
- That the Purchaser or any person through him shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the flats at a very high level. The Purchaser shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the Purchaser, inter-alia shall not (a) throw dirt. rubbish etc. in any open place, compound, road, etc. not meant for the same. (b) use the flat for any illegal, immoral, commercial & business purposes. (c) use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project (d) store any explosives, combustible materials or any other materials prohibited under any law (e) install grills or shutters in the balconies, main door, etc.; (f) change the external appearance of the flats (g) install cloths drying stands or other such devices on the external side of the flats (h) store extraordinary heavy material therein (i) to use the corridors or passages for storage of material (j) place shoe racks, pots, plants or other such material in the corridors or passages of common use (k) install air-conditioning units or other appliances, including wires and copper piping, that may affect the external appearance of the building (1) make hole for installation of exhaust fan/chimney affecting the external elevation of the Housing Complex (m) dry clothes on the external side of the flats that may affect the external appearance of the building (n) draw wires outside conducting provided for electric power supply, telephone, cable TV, internet, etc., that may affect the external appearance of the building.
- 9.4 The Vendor/Association shall be entitled to remove any objects like shoe racks, fixture, furniture, air-conditioning units, potted plants, etc., that may be placed by the Purchaser in common areas of the Housing Project without prior intimation or notice. The Association/Vendor shall not be responsible for any damage caused to such fixtures and furniture removed by them. The Vendor/Association shall also be entitled to repair or reconstruct any damaged caused by the Purchaser affecting the external appearance of the Housing Project and recover cost of such a repair or reconstruction from the Purchaser.

#### 10. NOC FOR SURROUNDING DEVELOPMENT:

10.1 The Vendor proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Vendor may at its discretion merge the entire development of the adjacent lands so developed with the Scheduled Land as a single housing project with some or all amenities being shared by the residents of the houses proposed to be constructed on the Scheduled Land. The Purchaser shall not object to the further developments being taken up on the lands in the vicinity of the Scheduled Land. Further the Purchaser agrees to not raise any objection to amenities like clubhouse, roads, parks, etc., being shared with the owners/residents of the proposed development on the lands in the vicinity of the Scheduled Land. The Purchaser shall not cause any hindrance in access to such lands from the Scheduled Land. Such land in the vicinity of the Scheduled Land may be continuous or disjoint with the Scheduled Land. The Purchaser agrees to issue an NOC for the same to the Vendor as and when called for.

For Modi Realty Mallapur LLP

Authorised Signatory

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- 10.2 That rights of further construction in and around the Schedule Flat, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Purchaser shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Purchaser.
- 10.3 That the Purchaser shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Vendor or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions alterations to the structures etc., that may be necessary for execution of the Housing Project and in respect to the Scheduled Flat and also the adjoining flats/blocks.
- 10.4 The Vendor reserves right to change the designs of the layout, blocks of flats, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Flat and that such changes do not affect the plan or area of the Scheduled Flat. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor as and when called for.

#### 11. COMPLIANCE OF STATUTORY LAWS:

- 11.1 The Purchaser agrees to abide by and follow all rules and regulations laid down by respective statutory authorities related to the Scheduled Land and the Housing Project. Any such conditions or restrictions imposed on the Vendor or its predecessor in title shall automatically be deemed to be applicable to the Purchaser and his successors-in-interest. The Purchaser shall ensure that this condition shall explicitly mentioned in conveyance deeds executed in favour of his successors-in-interest. The conditions laid by the following authorities (but not limited to them) shall be deemed to be apply to the Purchaser:
  - 11.1.1 The defense services or allied organizations.
  - 11.1.2 Airports Authority of India.
  - 11.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction.
  - 11.1.4 Fire department.
  - 11.1.5 Electricity and water supply board.
  - 11.1.6 Government authorities like MRO, RDO, Collector, Revenue department, Traffic Police, Police 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.

#### 12. GUARANTEE OF TITLE:

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

For Modi Realty Mallapur LLP

thorised Signatory

Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 9 of 19 Sub Registrar Kapra





#### OTHER TERMS:

- 13.1 That the Purchaser shall be bound to execute such other papers and documents and to do all such acts and things as may be required from time to time to safeguard the interest of the Vendor which impose reasonable restrictions with regard to the ownership of such share in the Scheduled Flat on account of joint ownership of the common amenities by number of persons.
- 13.2 That the Purchaser shall impose all the conditions laid down in the deed upon the transferee, tenant, occupiers or user of each flat. However, even if such conditions are not laid down explicitly such transfers etc., shall be bound by them because these conditions are attached to the flat and the transfer of all or any rights therein shall only be subject to such conditions.

#### DETAILS OF SCHEDULED A LAND

All that portion of the total land area to the extent of Ac. 4-00 gts., in Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District) and bounded by:

North

Sy. No. 19 (Part)

South

100' Road

East

Sy. Nos. 81 & 24

West

Sy. Nos. 20 & 12/1

#### DETAILS OF SCHEDULED B LAND

All that portion of the total land area to the extent of Ac. 4-00 gts., in Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District) and bounded by:

North

Sy. No. 22

South

Sy. No. 19 (Part)

East

Sy. Nos. 81 & 24

West

Sy. Nos. 20

#### DETAILS OF SCHEDULED LAND

All that portion of the total land area to the extent of Ac. 8-00 gts., in Sy. No. 19, situated at Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, (formerly known as Ranga Reddy District) marked in red and bounded by:

North

Sy. No. 22

South

100' Road

East

Sy. Nos. 81 & 24

West

Sy. Nos. 20

IN WITNESSES WHEREOF this Sale Deed is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

For Modi Realty Mallapur LLP

**VENDOR** 

(M/s. Modi Realty Mallapur LLP rep by Mr. Anand S. Mehta)

PURCHASER

Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 10 of 19 Sub Registrar Kapra





#### ANNEXURE- A

1.	Names of Purchaser:	Mr. N. CH. V. S. Sekhar S/o. Mr. Eswara Kumar Nooney		
2.	Purchaser's residential address:	R/o. 5-4-87, Gokhale Center, Rajiv Street, Amalapuram, East Godavari, Andhra Pradesh- 533 201.		
3.	Pan no. of Purchaser:	ADYPN1511A		
4.	Aadhaar card no. of Purchaser:	4828 7546 4446		
5.	Name address & registration no. of Owners Association	'Gulmohar Welfare Association' vide certificate of registration no. 686 of 2021, dated 16-11-2021, regd. at the Office of District Registrar, Medchal-Malkajgiri District.		
6.	Details of Scheduled Flat:			
	a. Flat no.:	305 on the third floor, in block no. 'A'		
	b. Undivided share of land:	69.13 Sq. yds.		
	c. Super built-up area:	1360 Sft.		
	d. Built-up area + common area:	1089 + 271 Sft.		
	e. Carpet area	945 Sft.		
	f. Car parking area	Single & 105 Sft.		
7.	Total sale consideration:	Rs.55,56,000/-(Rupees Fifty Five Lakhs Fifty Six Thousand		
027	25	Only)		
8.	Details of Payment:			

- a. Rs.17,04,110/-(Rupees Seventeen Lakhs Four Thousand One Hundred and Ten Only) paid by way of cheque no. 000001, dated 18-12-2020 drawn on HDFC Bank, Gandhi Bazar, Bangalore.
- b. Rs.12,89,000/-(Rupees Twelve Lakhs Eighty Nine Thousand Only) paid by way of cheque no. 000003, dated 18-04-2021 drawn on HDFC Bank, Gandhi Bazar, Bangalore.
- c. Rs.8,59,000/-(Rupees Eight Lakhs Fifty Nine Thousand Only) paid by way of cheque no. 000005, dated 05-09-2021 drawn on HDFC Bank, Gandhi Bazar, Bangalore.
- d. Rs.8,34,000/-(Rupees Eight Lakhs Thirty Four Thousand Only) paid by way of cheque no.160490, dated 31-10-2019 drawn on State Bank of India, Pedana Branch, Machalipatnam.
- e. Rs.4,30,000/-(Rupees Four Lakhs Thirty Thousand Only) paid by way of cheque no.160491, dated 04-01-2020 drawn on State Bank of India, Pedana Branch, Machalipatnam.

For Modi Realty Mallapur LLP

Authorised Signatory

VENDOR (M/s. Modi Realty Mallapur LLP rep by Mr. Anand S. Mehta) PURCHASER

Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 11 of 19 Sub Registrar Kapra





- f. Rs.2,00,000/-(Rupees Two Lakhs Only) paid by way of cheque no.160489, dated 23-10-2019 drawn on State Bank of India, Pedana Branch, Machalipatnam.
- g. Rs.1,36,000/-(Rupees One Lakhs Thirty Six Thousand Only) paid by way of cheque no.109067, dated 05-10-2021 drawn on State Bank of India, Pedana Branch, Machalipatnam.
- h. Rs.64,000/-(Rupees Sixty Four Thousand Only) paid by way of Transfer.
- i. Rs.25,000/-(Rupees Twenty Five Thousand Only) paid by way of cheque no.160488, dated 23-10-2019 drawn on State Bank of India, Pedana Branch, Machalipatnam.
- j. Rs.14,890/-(Rupees Fourteen Thousand Eight Hundred and Ninety Only) paid towards TDS Payment.

#### 9. **Description of the Schedule Flat:**

All that portion forming a luxury apartment bearing flat no.305 on the third floor, in block no. 'A', admeasuring 1360 sft. of super built-up area (i.e., 1089 sft. of built-up area & 271 sft. of common area) together with proportionate undivided share of land to the extent of 69.13 sq. yds. and a reserved parking space for single car in the basement admeasuring about 105 sft. in the residential complex named as 'Gulmohar Residency', forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District)and bounded as under:

North: Open to Sky South: Open to Sky : Open to Sky East

West: 6'-6" wide corridor

For, Modi Realty Mallapur LLP

Authorised Signatory

**VENDOR** 

(M/s. Modi Realty Mallapur LLP rep by Mr. Anand S. Mehta)

**PURCHASER** 

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The Seal of Sub Registrar office KAPRA

#### ANNEXURE-1-A

1. Description of the Building :LUXURY apartment bearing flat no.305 on the third floor, in

block no. 'A' in the residential complex named as 'Gulmohar Residency', forming part of Sy. No. 19, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District (formerly known as Ranga

Reddy District).

(a) Nature of the roof

: R.C.C. (Basement (2 Nos.) + 6 Upper floors)

(b) Type of Structure

: Framed Structure

2. Age of the Building

: Under Construction

3. Total Extent of Site

: 69.13 sq. yds, U/s Out of Ac. 8-00 Gts.

4. Built up area Particulars:

a) In the Basement Floor

: 105 sft. Parking space for one car

b) In the Third Floor

: 1360 sft

5. Executant's Estimate of the MV

of the Schedule Flat:

: Rs. 55,56,000/-

For Modi Realty Mallapur LLP

Authorised Signatory

Date: 22-08-2022

Date: 22-08-2022

Signature of the Vendor

### CERTIFICATE

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

For Modi Realty Mallapur LLP

Authorised Signatory

Signature of the Vendor

Signature of the Purchaser

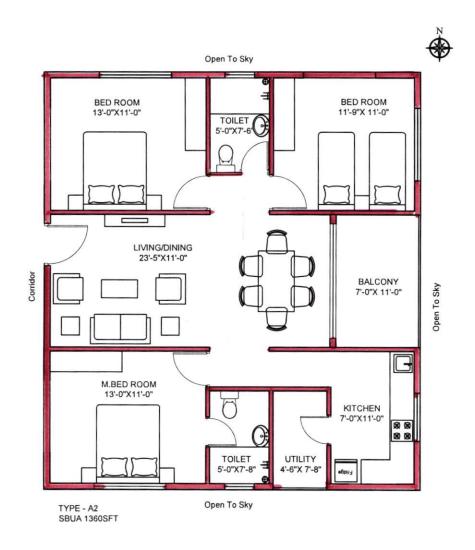
Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 13 of 19 Sub Registar Kapra





#### **ANNEXURE-B**

Plan of the Scheduled Flat:



For Modi Realty Mallapur LLP

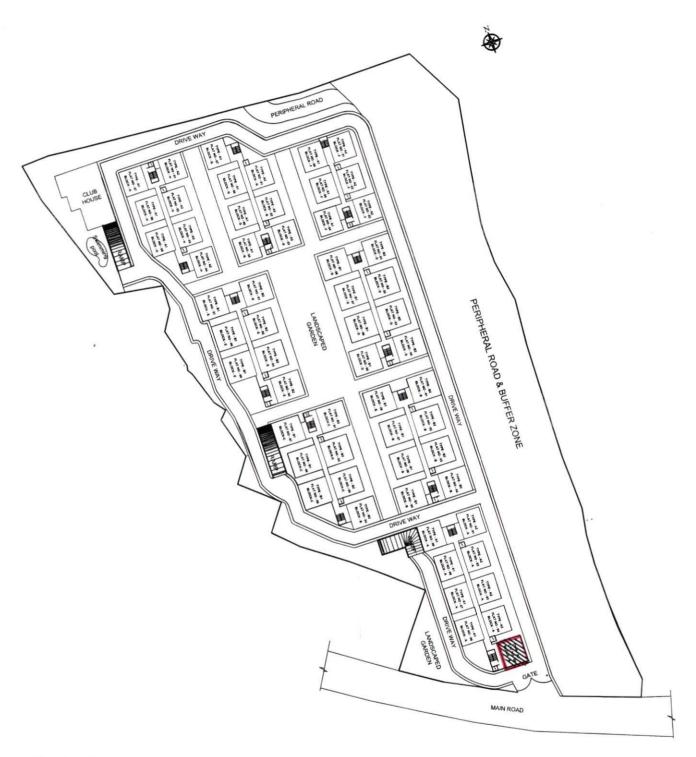
Authorised Signatory

VENDOR (M/s. Modi Realty Mallapur LLP rep by Mr. Anand S. Mehta) Scholory

Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 14 of 19 Sub Registrax Kapra







For Modi Realty Mallapur LLP

Authorised Signatory

VENDOR (M/s. Modi Realty Mallapur LLP rep by Mr. Anand S. Mehta) DIA GUAGE

**PURCHASER** 

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## PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE **PHOTOGRAPH** 

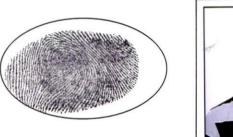
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



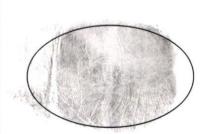














#### VENDOR:

M/S. MODI REALTY MALLAPUR LLP, (FORMERLY KNOWN AS M/S. MODI ESTATES) A REGISTERED LLP HAVING ITS OFFICE AT 5-4-187/3 & 4. SOHAM MANSION, II FLOOR M. G. ROAD, SECUNDERABAD-500 003 REP. BY ITS AUTHORSIED REPRESENTATIVE:-SHRI, ANAND S. MEHTA S/O. SHRI SURESH U. MEHTA.

GPA ON BEHALF OF VENDOR VIDE GPA NO. 105/BK-IV/2021, Dt.30.04-2021, Regd., at SRO, Kapra, Medchal-Malkajgiri District:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. 5-4-187/3 & 4 SOHAM MANSION II FLOOR, M. G. ROAD SECUNDERABAD-500 003.

#### PURCHASER:

MR. N. CH. V. S. SEKHAR S/O. MR. ESWARA KUMAR NOONEY R/O. 5-4-87, GOKHALE CENTER **RAJIV STREET AMALAPURAM EAST GODAVARI** ANDHRA PRADESH- 533 201

#### REPRESENTATIVE:

MR. S. S. S. SUBBA RAO S/O. MR. S. JAGANNATHARAO R/O: FLAT NO. A1, SAI RANGA MANSION, ROAD NO.1, SRI LAXMI NAGAR COLONY MANSOORABAD HYDERABAD-500 068.

SIGNATURE OF WITNESSES:

S. Yarhwauth Na VN Clib

SIGNATURE OF THE VENDOR

I send here with my photograph(s) and finger prints in the form prescribed through my representative, Mr. S. S. Subba Rao as I cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Kapra, Medchal-Malkajgiri District.

2. 3. 3. Sulfer has

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE OF THE PURCHASER

Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 16 of 19 Sub Registrar Kapra





#### **VENDOR:**



#### భారత ప్రభుత్వం Government of India



అనంద్ సురేష్ మెహ్లా Anand Suresh Mehta పుట్టిన తేదీ / DOB : 13/06/1977 పురుఘడు / Male



ఆధార్ – సామాన్యుని హక్కు

అనంద్ సురేష్ మిహ్లో Anand Suresh Mehta

S/O: Suresh Mehta

21-BAPU BAGH COLONY P G ROAD

SECUNDERABAD

Secunderabad

Secunderabad

Secunderabad Hyderabad

Telangana 500003

9885000518





మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

For Modi Realty Mallapur LLP

Authorised Signatory



### భారత ప్రభుత్వం





పుట్టిన సంవత్సరం/Year of Birth: 1974 పುರುಭುದು / Male





నమోదు సంఖ్య / Enrollment No. : 1027/28203/00049

Kandi Prabhakar Reddy

కండి ప్రభాకర్ రెడ్డి

2-3-64/10/24 1FLOOR KAMALA NILAYAM

JAISWAL COLONY

Amberpet

Amberpet, Hyderabad

Andhra Pradesh - 500013

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Bk - 1, CS No 5249/2022 & Doct No 5137/2022. Sheet 17 of 19 Sub Registrar Kapra











నూసె సిహెచ్ వి యస్ శేఖర్ Nooney Ch V S Sekhar పుట్టిన తేద్ / DOB : 10/06/1984 သွယ်သူင္လာ / Male



ఆధార్ - సామాన్యుని హక్కు

Gelehar



# <u>క విశిష గురింపు ప్రాధికార</u> సంస్థ

చిరునామా: S/O ఈశ్వర కుమార్. వా౪-౮ఽ, గోఖలె సెంటర్, రాజీప్ స్టేట్, అమిలాపురం, ఈస్ట్ గోదావరి, ఆంధ్ర ప్రదేశ్, 533201

Address: S/O Eswara Kumar, 5-4-87, Gokhale Center, Rajiv Street, Amalapuram, East Godavari, Andhra Pradesh, 533201





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The Seal of Sub Registrar office KAPRA

02/01/2012

S/O Late S Jagannadha Rao (శికకోలపు సంకర శేఖర సుబ్బ రావు

Srikakolapu Sankara Sekhara Subba Rao

సమోదు సంఖ్య/ Enrollment No. : 1093/20032/41721

Government of India

భారత ప్రభుత్వం

16-1-24/11/B

Hyderabad

Saidabad Colony Saidabad

Hyderabad

Andhra Pradesh - 500059

S. S. S. State

మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

18/11/2011 యశ్వంత్ (శికకొంపు S/O Srikakolapu Sankara Sekhara Subba Rao Saidabad Colony **Vear Post Office** 11/3 R T

Yashwanth Srikakolapu

Hyderabad Hyderabad Saidabad

Andhra Pradesh - 500059

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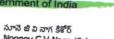
భారత ప్రభుత్వం

యశ్వంత్ (శికకోలపు Yashwanth Srikakolapu











Nooney G V Naga Kishore වසුයි ම්ඨ/DOB: 15/07/1986 పురుషుడు/ MALE









విరునామా: S/O ఈశ్వర కుమార్, ౫-౪-౮౭, గోఖలె సెంటర్, రాజీవ్ స్ట్రీట్, అమలాపురం, ఈస్ట్ గోదావరి, ఆంధ్ర ప్రదేశ్ - 533201 Address: S/O Eswara Kumar, 5-4-87, Gokhale Center, Rajiv Street, Amalapuram, East Godavari, Andhra Pradesh - 533201



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భారత వీశేష్ట్ల గుర్తింపు ప్రాధికార సంస్థ

నమోదు సంఖ్య/ Enrollment No. : 1093/20032/41467

Government of India

భారత ప్రభుత్వం

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మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

ఆధార్ - సామాన్యుని హక్కు **3596** 

×

(శికకోలపు సంకర శేఖర సుబ్బ రావు

Srikakolapu Sankara Sekhara Subba Rao

වැරාතායා / Male

పుట్టిన సంవత్సరం/Year of Birth : 1954

సామాన్యుని హక్కు

X

**1922-955** 9042

పట్టిన సంవత్సరం/Year of Birth : 1985

ವುರುಮುಸ್ತು / Male

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సామాన్యుని హక్కు

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