



SALE DEED

This Sale deed is made and executed on this the _____ day of _____ at S.R.O, Kapra, Medchal-Malakajgiri District by and between:

1. M/s. Modi Realty Pocharam LLP, a limited liability partnership firm having its office at 5-4-187/3&4, Soham Mansion, M.G. Road, Secunderabad – 500 003 duly represented by its Designated Partner Mr. B. Anand Kumar, S/o. Mr. B.N. Ramulu.
2. Shri. Sriramoju Sambeshwar Rao, S/o. Shri S. Ramabrahmam, aged 58 years, Occupation: Business, R/o. Flat No. 903, LH-5, Lanco Hills, Near Delhi Public School, Manikonda, Hyderabad - 500089.
3. Smt. Sriramoju Ramadevi, W/o. Sriramoju Sambeshwar Rao, aged 50 years, Occupation: House maker, R/o. Flat No. 903, LH-5, Lanco Hills, Near Delhi Public School, Manikonda, Hyderabad – 500089.
4. Smt. Sriramoju Manjula, W/o. S. Shiva Prakash, aged 45 years, Occupation: House maker, R/o. Flat 10904, Walnut Block, Indu Fortune Fields Gardenia Apts, KPHB Colony Phase 13, Kukatpally, Hyderabad.
5. Smt. Vinnakota Mallika, W/o. Shri Vinnakota Srinivas, aged 47 years, Occupation: House maker, R/o. 8-298, Vinnakotavari Street, Mangamoor Road, Ongole-2, Prakasham, Andhra Pradesh - 523002
6. Smt. Kasula Uma, W/o Shri Y.S.N. Murthy, aged 59 years, Occupation: House maker, R/o. 4-3-147, Kanda Swamy Lane, Sulthan Bazar, Hyderabad – 500001. presently residing at Kiranmai Yachareni, 10329, Clover Pine DR, Tampa, FL 33647, USA.
7. Sri. Chandan Gunda, S/o. Shri G. Ramulu, aged 56 years, Occupation: Business, R/o. Mantri Paradise, No. 201, B.G. Road, Bengaluru – 560 076, Karnataka.

8. Smt. G. Hemasri, W/o. Shri G. Chandan, aged 51 years, Occupation: Doctor, R/o. Mantri Paradise, No. 201, B.G. Road, Bengaluru – 560 076, Karnataka.
9. Smt. Sampath Shanthi, W/o. Sri. S. Prabhakar Reddy, aged about 48 Years, Occupation: House Wife, R/o. H.No. 1-8-B3/F13/HIG, Baglingam Pally, Hyderabad, Telangana – 500044.
10. Smt. Yemmanur Nandini, W/o. Shri Late Mukku Venkat Ratna Prasad, aged 41 years, Occupation: House wife, R/o. 1-10-117, Street No. 11, Ashok Nagar, Hyderabad – 20, Telangana.
11. Smt. Baddepudi Venkatesh Lalitha, W/o. MukkuVenkatesh , mother of Shri Late Mukku Venkat Ratna Prasad, aged 76 years, Occupation: House wife, R/o. No. 3, Sathiyapuri Street, West Mambalam, Chennai, Tamilnadu – 600033.
12. Shri Nama Venkata Ramana Rao, S/o. Shri N. Narayana Rao, aged 55 years, Occupation, Engineer, R/o. Villa No 41, Beverly Palms, Nizampet Road, Near Water Tank, Nizampet, K.V.Rangareddy, Telangana – 500090.
13. Shri. S. Niranjan Reddy, S/o. Shri S. Vidyasagar Reddy, Aged 49 years, Occupation: Advocate, R/o. Prem Parvat, M2, H.No.8-2-545, Road No. 14, Banjara Hills, Hyderabad - 500034.
14. Shri. Mahesh Kumar Chadawalada, S/o. ShriSubbaiah Naidu Chadawalada, aged 47 years, OccupationHealth Care Professional, R/O: H.No # 3-12-92/147, Flat No# 36, Mounika Rock Hill's, LB Nagar, Rock Town Colony, Chinthalakunta, Hyderabad, Telangana-500 074. Presently Residing at 15281, W Pinewood Lane, Libertyville, Illinois-60048-USA.
15. Shri. Potluri Rahul, S/o. Late P. Venkateshwara Rao, aged 65 years, Occupation: Private Employee, R/o. H.No. 2-16-138/402, Prashanthi Nagar, Uppal, Medchal – Malkajgiri, Telangana – 500039.
16. Smt. Arugapalli Lavanya, W/o. Ravi NandanaChakravarthi, aged 43 years, Occupation: Private Employee, R/o. Flat No. 106, Seven Hills Residency, Plot`No. 105, Prashanthi Hills, Road No. 1A, Sy No. 191/D, Nizampet, Medchal – Malkajgiri, Telangana –500090.
17. Shri BoggarapuChinnaRosaiah, S/o. Shri Ranganayakulu, aged 52 years, Occupation: Business, R/o. 401, SreeAmeyaResidency,B-102, Madhura Nagar, Hyderabad - 500038.
18. Shri Kodiyalam Krishna, S/o. K. Vardan, aged 54 years, Occupation: Business, R/o. 14/16, Thirumurthi Nagar, 5th Streer, Nungambakkam -600034, Cheenai, Tamil Nadu.
19. Shri. Vijay Kumar Bajaj, S/o. Shri K.L. Bajaj, aged 68 years, Occupation: Business, R/o. A/4B, Anugraha Apartments, No.41(old-19), Nungambakkam High Road, Chennai-600034.
20. Shri. Chaluvadi Srinivas, S/o. Shri Chaluvadi Krishna Murthy, aged 57 years, Occupation Engineer, R/o. 308 Indu Fortune Fields, KPHB Phase 13, Kukatpally Hyderabad - 72. presently residing at 13359 Grayhawk Blvd Frisco, TX 75033,USA.
21. Shri N.S.R. Murthy, S/o. Shri Narsaiah, aged 68 years, Occupation: Service, R/o. Plot No 83,89/90, Flat No 403, Vaishali Nagar, Near ManjeeraPipe Line Road, Madinaguda, Miyapur, Hyderabad, Telangana – 500049
22. Smt. Geetha Vanam, W/o. Shri Sridhar Vanam, aged 48 years, Occupation: House Maker, R/o. Flat: 501, 18-1-24/C, Vaishnavi Towers K T Road, Tirupati - 517501. Presently residing at 59 Springfield Drive Ilford - IG2 6PT, United Kingdom
23. PasupuletiHemavathi,W/o. Shri Pasupuleti Prasad, aged 61 years, Occupation: House Maker, R/o. Plot No - 103 SulochanaSadan Ashram, Sri Ramachandra Mission, Mannavarappadu, Amancherla, Nellore, Andhra Pradesh – 524345.

Hereinafter jointly referred to as the Vendor and severally as Vendor no.1, Vendor no.2, Vendor no. 3 and so on. Vendor no.2 to 23 are represented by their Joint Development Agreement cum General Power of Attorney holder, Vendor no.1 herein, by way of registered documents nos. 13206/19 and 13207/19 dated 21-12-2019 and 17-09-2019 registered at SRO,Ghatkesar.

IN FAVOUR OF

, Son of aged about years, residing at {Pan No. , Aadhaar No. }
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 Whereas Shri. Sriramoju Sambeshwar Rao, Smt. Sriramoju Ramadevi, Smt. Sriramoju Manjula, Smt. Vinnakota Mallika, Smt. Kasula Uma, Sri. Chandan Gunda, Smt. G. Hemasri, Smt. Sampath Shanthi, Smt. Yemmanur Nandini, Smt. Baddepudi Venkatesh Lalitha, Shri Nama Venkata Ramana Rao, Shri. S. Niranjan Reddy, Shri. Mahesh Kumar Chadalarawada, Shri. Potluri Rahul, Smt. Arugapalli Lavanya, Shri Boggarapu Chinna Rosaiah, Shri Kodiyaalam Krishna, Shri. Vijay Kumar Bajaj, Shri. Chaluvadi Srinivas, Shri N.S.R. Murthy, Smt. Geetha Vanam, Pasupuleti Hemavathi, are the owners of the land admeasuring Ac. 2-19.50 gts., forming a part of Sy. No. 27, situated at Pocharam Village, Ghatkesar Mandal and are hereinafter collectively referred to as the Owners and severally as Owner No. 1, Owner No. 2 and so on.

1.2 Mettu Ashaiah (alias Ashi Reddy), S/o. Ramaiah was the original owner of land admeasuring Ac. 15-03 gts., being Sy. No. 27 of Pocharam Village, Ghatkesar Mandal, Medchal-Malkajgiri District. His name is duly recorded in the pahanis since 1960s. He was survived by his 4 sons and legal heirs namely M. Yadi Reddy, M. Yella Reddy, M. Ram Reddy and M. Anji Reddy. Patta passbooks as per details given below were issued in their names and their names were also recorded in the pahanis.

<u>Sl. No</u>	<u>Pattedar,</u>	<u>Patta No</u>	<u>pass book no.,</u>	<u>Title book no</u>	<u>Extent of land in Sy. No. 27</u>
1.	Mettu Yadi Reddy	136	113528	28571	Ac. 3-30 gts.
2.	Mettu Yella Reddy	135			Ac. 3-30 gts.
3.	Mettu Ram Reddy	138	113529	28572	Ac. 3-30 gts.
4.	Mettu Anji Reddy	2	118149	176501	Ac. 3-30 gts.

1.3 M. Anji Reddy during his life time sold Ac. 0-34 gts., in Sy. No. 27, of Pocharam Village to Smt. M. Lavanya by way of sale deed bearing no. 2333/01 dated 25.05.2001 registered at SRO Ghatkesar. M. Ram Reddy during his life time sold Ac. 0-34 gts., in Sy. No. 27, of Pocharam Village to Smt. A. Srimati by way of sale deed bearing no. 2332/01 dated 25.05.2001 registered at SRO Ghatkesar. The names of M. Lavanya and A. Srimati were mutated in the revenue records by way of mutation orders no. B/8327/2001 and B/8329/2001 both dated 20.12.2011 respectively. Patta passbooks were issued to them as per the details given below.

<u>Sl. No</u>	<u>Pattedar,</u>	<u>Patta No</u>	<u>pass book no</u>	<u>Title book no</u>	<u>Extent of land in Sy. No. 27</u>
1.	M. Lavanya	238	398918	246547	Ac. 0-34 gts.
2.	A. Srimathi	239		246548	Ac. 0-34 gts.

- 1.4 Smt. M. Lavanya and Smt A. Srimati inturn sold the land owned by them i.e., Ac. 1-28 gts., forming a part Sy. No. 27, Pocharam Village, Ghatkesar Mandal, Medchal-Malkajgiri District (hereinafter referred to as the Scheduled Land A to the Owners herein (along with Shri Govind Bhaskar Agnihotri) by way of registered sale deed bearing no. 12451/06, dated 07.08.2006, registered at Ghatkesar.
- 1.5 Shri M. Yadi Reddy during his life time sold part of the land owned by him i.e., Ac. 0-31.50 gts., forming a part Sy. No. 27, Pocharam Village, Ghatkesar Mandal, Medchal-Malkajgiri District (hereinafter referred to as the Scheduled Land B) to the Owner no. 1 herein by way of registered sale deed bearing no. 12620/06, dated 09.09.2006, registered at Ghatkesar.
- 1.6 The Scheduled Land A and Scheduled Land B combined together are hereinafter referred to Scheduled Land and more fully described in detail in the schedule given here under.
- 1.7 Whereas the Owners had entered into two Development Agreement cum General Power of Attorney registered as document nos. 21762/06 and 6531/07 dated 02.12.2006 & 18.06.2007 at SRO Shamirpet with M/s. Ghanronda Builders and Developers, a partnership firm, for development of Scheduled Land into an apartment complex consisting of two basements, stilt floor and 9 upper floors. However, M/s. Gharonda Builders and Developers failed to fulfill its obligations under the said Development Agreements. Accordingly, the Owners and M/s. Gharonda Builders and Developers amicably agreed to cancel the two Development Agreements and two Deed of Revocation of Development Agreement cum General Power of Attorney were registered as document nos. 2688/2015 and 300/2016 dated 05.08.2015 & 18.01.2016 at the SRO Shamirpet. As per the terms of the said Revocation Deeds M/s. Gharonda Builders and Developers relinquished all their right, title and interest under the said Development Agreements and on the Scheduled Land. The Owners have settled all issues with M/s. Gharonda Builders and Developers and neither party has any claim against each other.
- 1.8 Whereas Late M. Venkat Ratna Prasad was owner of a portion of the Scheduled Land A. Upon his death his share devolved to his mother Smt. Baddepudi Venkatesh Lalitha and his wife Smt. Yemmanur Nandini, being the only legal heirs. Smt. Baddepudi Venkatesh Lalitha and Smt. Yammanur Nandini, Owner no. 10 & 9 herein, have mutually agreed to equally divide the share in Scheduled Land A belonging to late M. Venkat Ratna Prasad along with the benefits accruing to them under the Joint Development Agreement with M/s. Modi Realty Pocharam LLP.
- 1.9 Sri Govind Bhasakar Agnihotri sold the portion of land owned by him to Smt. Sampath Shanti, Owner no.8 herein, admeasuring about 349.69 sq.yds., forming a part Sy. No. 27, Pocharam Village, Ghatkesar Mandal, Medchal-Malkajgiri District by way of registered sale deed bearing no. 6368/2019, dated 19.06.2019, registered at Narapalli.
- 1.10 Sri Mahesh Kumar Chadalwada, Owner no.13 herein sold a portion of land owned by him to Smt. Sriramoju Ramadevi, Owner no. 2 herein, admeasuring about 174.85 sq.yds., forming a part Sy. No. 27, Pocharam Village, Ghatkesar Mandal, Medchal-Malkajgiri District by way of registered sale deed bearing no. 6369/2019, dated 19.06.2019, registered at Narapalli. Smt. Sriramoju Ramadevi, in turn sold the said land to Smt. Arugapalli Lavanya, owner no.15 herein and Sri. Potluri Rahul, Owner no.14 herein, by way of registered sale deed bearing nos.6642/2019 & 6643/2019, dated 26.06.2019, registered at Narapalli.
- 1.11 The Owners herein and M/s. Modi Realty Pocharam LLP (also referred to as the Developer), the Vendor herein, have entered into a Joint Development Agreement cum General Power of Attorney (JDA) dated 17-09-2019, registered as document no. 13207/19 at SRO Ghatkesar for development of Scheduled Land A.
- 1.12 The Owner no. 2 herein and M/s. Modi Realty Pocharam LLP (also referred to as the Developer), the Vendor herein, have entered into an other Joint Development Agreement cum General Power of Attorney (JDA) dated 21-12-2019, registered as document no. 13206/19 at SRO Ghatkesar for development of Scheduled Land B.

- 1.13 The Owners (22 numbers) are joint owners of undivided share in Scheduled Land as per the details mentioned in the said JDAs. The Owners and the Developer have agreed to develop Scheduled Land A and Scheduled Land B (i.e., Scheduled Land) jointly as a single housing project and the Owners/Developer herein shall be allotted proportionate flats /share in constructed area in the Housing Project proposed to be developed on Scheduled Land. The allotment of flats between the Owners / Developer is recorded by way of a Supplementary Joint Development Agreement (SJDA) bearing document no. 7609/2021 dated 16.07.2021 registered at Sub-Registrar office, Narapally.
- 1.14 As per the terms of the 2 JDAs the Developer shall develop the Housing Project at its own cost on Scheduled Land. The ownership of the flats proposed to be developed has been determined in the said SJDA. The Owners and Developer shall be free to sell the flats allotted to them without any further reference to each other.
- 1.15 The Flat 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 and the Vendor is absolutely entitled to sell the said flat to any intending purchaser without further reference to the Owners.
- 1.16 The Developer has registered the Housing Project under the Provisions of the RERA Act with the Telangana Real Estate Regulatory Authority at Hyderabad on 17.06.2021 under registration no. P02200003053.

2. DETAILS OF PERMITS:

- 2.1 The Developer / Owners have obtained permission from HMDA vide permit no 112159/P4/PLG/HMDA/2008 dated 17.03.2021 and from Pocharam Municipality vide permit order no. G1/BP/874/2021 dated 23.04.2021 for developing the Scheduled Land into a Housing Project consisting of 256 flats with two basements, ten upper floors along with common amenities like roads, drainage, electric power connection, clubhouse, landscaped areas, etc.
- 2.2 As per the building permit two basements for parking and 10 upper floors are proposed to be constructed. Each flat has been assigned an alphabet and a number in the building permit. Hereafter, the 10 upper floors are referred to as first floor, second floor and so on till tenth floor. The flats on first floor of 'A' block are labelled as A101, A102, A103 and so on. Similarly flats on the second floor of 'B' block are labelled as B201, B202, B203 and so on. The scheme of numbering has been followed for rest of the floors.

3. PROPOSED DEVELOPMENT:

- 3.1. The Developer proposes to develop the Scheduled Land in accordance with the permit for construction/development into a Housing Project as per details given below:
 - 3.1.1. 3 blocks of flats labeled as A, B & C are proposed to be constructed.
 - 3.1.2. Each block consists of 10 floors.
 - 3.1.3. Parking is proposed to be provided on two basements floors common to all the blocks.
 - 3.1.4. Total of 256 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 2 floors admeasuring about 12,075 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 Developer. The Developer 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 Developer 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 10,987 sq. yds., after leaving about 200 sq.yds for road widening. Each flat has been assigned proportionate undivided share from in the net land for development.
- 3.2. The proposed project of development on the entire Scheduled Land is styled as 'Nilgiri Heights' and is hereinafter referred to as the Housing Project. That the name of the project which is styled by the Developer as Nilgiri Heights 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 Developer 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 Project, etc., shall continue to belong to the Owners and Developer in the ratio of 36:64 respectively.
- 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 Owners and Developer in the ratio of 36:64 respectively and the Purchaser shall not have any right, title or claim thereon. The Owner and the Developer 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.

- 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 lumpsum amount 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 Scheduled 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.
- 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.
- 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 Developer and / or Association / Society in-charge of maintenance for an initial period of about 5 years i.e. upto the ending of year 2025 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.
- 9.3 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 (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 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 Developer proposes to develop other lands in the vicinity of the Scheduled Land in phases. The Developer 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 Developer as and when called for.

- 10.1 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.

- 10.2 That the Purchaser shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Developer 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.

- 10.3 The Developer 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 Developer 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 Developer 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.

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 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.

SCHEDULE LAND

All that portion of the land area to the extent of Ac. 2-19.50 gts., forming a part of Sy. No. 27, situated at Pocharam Village, Ghatkesar Mandal, under S.R.O. Ghatkesar and bounded by:

North	40 ft. road
South	Land in Sy. No. 27
East	Land in Sy. No. 27
West	60 ft. road

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:

VENDOR

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 Flat:		
	a. Flat no.:		
	b. Undivided share of land:	Sq. yds.	
	c. Super built-up area:	Sft.	
	d. Built-up area + common area:	X + Y Sft.	
	e. Carpet area	Sft.	
	f. Car parking area	Sft.	
7.	Total sale consideration:	Rs. /- (Rupees only)	
8.	Details of payment:		
	Sl. No.	Date	Payment details
	a.		Amount
	b.		
	c.		
9.	Description of the Schedule Flat:		
	All that portion forming a Deluxe flat bearing no. on the ground floor in block 'A' admeasuring sft. of super built-up area (i.e., sft. of built-up area & sft. of common area) together with proportionate undivided share of land to the extent of sq. yds. and reserved parking space for single car in the basement admeasuring about 105 sft., in the residential complex named as Nilgiri Heights, forming part of Sy. No. 27, Pocharam Village, Ghatkesar Mandal, and bounded as as under: North by : South by : East by : West by :		

VENDOR

PURCHASER

ANNEXURE - 1 - A

1. Description of the Building : DELUXE apartment bearing flat no. on the floor,
in block “ ” of Nilgiri Heights, forming part of Sy. No. 27,
Pocharam Village, Ghatkesar Mandal, and bounded as t
- (a) Nature of the roof : R.C.C. (Basement (2 Nos.) + 10 upper floors)
- (b) Type of Structure : Framed Structure
2. Age of the Building : Under Construction
3. Total Extent of Site : sq. yds, U/s Out of Ac. 2-19.50 Gts

4. Built up area Particulars:

- a) In the Basement Floor : 100 sft. Parking space for one car
- b) In the Fourth Floor :
5. Annual Rental Value : - - -
6. Municipal Taxes per Annum : - - -
7. Executant's Estimate of the MV
of the Building : Rs. /-

Date:

Signature of the Executants

C E R T I F I C A T E

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

Date:

Signature of the Executants

Signature of the Purchaser

ANNEXURE- B

Plan of the Scheduled Flat:

VENDOR

PURCHASER

ANNEXURE – C

Layout plan of the Housing Project:

VENDOR

PURCHASER