



తెలంగాణ తేలంగానా TELANGANA

S.No. 3944 Date: 13-02-2019

Sold to: RAMESH

S/o. LATE NARSING RAO

For Whom: M/s. NILGIRI ESTATES.

K.SATISH KUMAR

LICENSED STAMP VENDOR

LIC No.16-05-059/2012,

R.No.16-05-025/2018

Plot No.227, Opp.Back Gate

of City Civil Court,

West Marredpally, Sec'bad.

Mobile: 9849355156

SALE DEED

This Sale deed is made and executed on this the 1st day of March 2019 at S.R.O, Keesara, Medchal-Malkajgiri District by and between:

1. M/s. NILGIRI ESTATES {Pan No.AAHFN0766F}, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad {Pan No. ABMPM6725H, Aadhaar No.3146 8727 4389}.
2. M/s. MODI & MODI CONSTRUCTIONS {AAKFM7214M}, a registered partnership firm having its office at 5-4-187/3 & 4, II floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner, M/s. Modi Housing Pvt. Ltd., represented by authorised signatory, Shri Soham Modi, S/o. Late Satish Modi, aged about 47 years, Occupation: Business, resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad {Pan No. ABMPM6725H, Aadhaar No.3146 8727 4389}.

Hereinafter jointly referred to as the 'Vendor' and severally as Vendor No. 1 and Vendor no. 2, respectively.

For Nilgiri Estates &

Modi & Modi Constructions

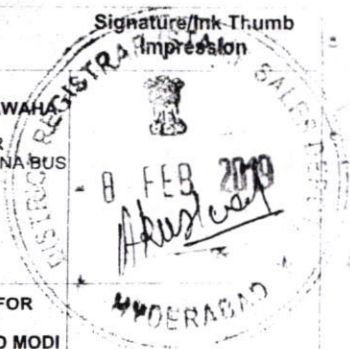
Authorised Rep. SOHAM MODI

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Keesara along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 9125/- paid between the hours of 3 and 5 on the 16th day of MAR, 2019 by Sri Sohammodi

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address
1	CL		 ARVIND KUMAR KUSHI [1530-1-2019-5329]	ARVIND KUMAR KUSHWAHA S/O. KESHAV PRASAD KUSHAWAHA R/O. VILLA NO 37 MODI SILVER CREEK,, NEAR SATYANARAYANA BUS STOP NAGARAM HYD-BAD <i>Akush</i>
2	EX		 K. PRABHAKAR REDDY (G [1530-1-2019-5329]	K. PRABHAKAR REDDY (GPA FOR PRESENTING DOCUMENTS)[RJM/S.MODI AND MODI CONSTRUCTIONS REP BY M/S. MODI HOUSING PVT LTD REP BY SOHAM MODI LATE. SATISH MODI R/O. 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD
3	EX		 K. PRABHAKAR REDDY (G [1530-1-2019-5329]	K. PRABHAKAR REDDY (GPA FOR PRESENTING DOCUMENTS)[RJM/S. NILIGIRI ESTATES REP BY M/S. MODI HOUSING PVT LTD REP BY SOHAM MODI LATE. SATISH MODI R/O. 5-4-187/3 & 4, SOHAM MANSION, M.G. ROAD, SECUNDERABAD



Prabhakar Reddy

Prabhakar Reddy

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address
1		 T. RAVINDRA PRASAD::1 [1530-1-2019-5329]	T. RAVINDRA PRASAD R/O SIDDIPET
2		 PRITHMA::16/03/2019.12:17 [1530-1-2019-5329]	PRITHMA R/O SAROORNAGAR

Signature

T. R. Prasad

Prithma

16th day of March, 2019

Signature of Sub Registrar
Keesara

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IN FAVOUR OF

Mr. Arvind Kumar Kushwaha, Son of Mr. Sri Keshav Prasad Kushwaha, aged about 33 years, Occupation: Service residing at Villa No. 37, Modi Silver Creek, Near Satyanarayana Bus Stop Nagaram, Hyderabad - 500 083 {Pan No. BCIPK4412P, Aadhaar No. 4523 7058 3435}, 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 Sale Deed in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Vendor/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

1. TITLE OF PROPERTY:

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

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

- 1.5 Shri Cheera Ramachandraiah sold a portion of land owned by him admeasuring about Ac 0-09 Gts., in 100/2, of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, to Shri N. Suresh Kumar vide sale deed bearing document no. 2112/06 dated 08.02.2006 registered at SRO Shamirpet.

For Nilgiri Estate &
Modi's Modi Constructions

Authorised Rep. SOHAM MODI

Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	72900	0	0	0	73000
Transfer Duty	NA	0	27375	0	0	0	27375
Reg. Fee	NA	0	9125	0	0	0	9125
User Charges	NA	0	100	0	0	0	100
Total	100	0	109500	0	0	0	109600

Rs. 100275/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 9125/- towards Registration Fees on the chargeable value of Rs. 1825000/- was paid by the party through E-Challan/BC/Pay Order No ,503FTT280219 dated ,28-FEB-19 of ,YESB/

Online Payment Details Received from SBI e-P

Online Payment Details Received from SBI e-P
(1). AMOUNT PAID: Rs. 109500/-, DATE: 28-FEB-19, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 5585449621121, PAYMENT MODE: NB-1000200, ATRN: 5585449621121, REMITTER NAME: PRABHAKAR REDDY K, EXECUTANT NAME: NILGIRI ESTATES REP BY SOHAM MODI, CLAIMANT NAME: MR. ARVIND KUMAR KUSHWAHA)

Date:

16th day of March, 2019

Signature of Registering Officer
Keesara

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- 1.5.1 Shri Cheera Yellaiah sold a portion of the land owned by him through his registered general power of attorney holder Mr. Laxmi Narayana (GPA registered as doc no. 4557 dated 21.07.2005 at SRO Shamirpet), admeasuring about Ac. 2-27 ¼ Gts., to Ms. Anuradha vide sale deed bearing document no. 9148/05 dated 19.12.2005 registered at SRO Shamirpet. Ms. Anuradha has in turn sold the Ac. 2-27 ¼ Gts., to M/s. Matrix Constructions vide sale deed bearing no. 278/06 dated 06.01.2006 registered at SRO Shamirpet. M/s. Matrix Construction a registered partnership firm (firm registration no. 2355 of 2005) sold the said land admeasuring Ac. 2-27¼ Gts., to B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy vide sale deed bearing document no. 15475/06 dated 18.10.2006 registered at SRO Shamirpet.
- 1.6 Shri Cheera Yellaiah sold another portion of the land owned by him through his registered general power of attorney holder Mr. R. Rajendra Singh (GPA registered as doc no. 4556 dated 21.07.2005 at SRO Shamirpet) admeasuring about Ac. 0-26 ¾ Gts., to Mr. L. Gridhar Rao vide sale deed bearing document no. 279/06 dated 06.01.2006 registered at SRO Shamirpet. Mr. L. Gridhar Rao has in turn sold Ac. 0-26 ¾ Gts., to B.B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy vide sale deed bearing no. 15476/06 dated 18.1.2006 registered at SRO Shamirpet.
- 1.7 As per the proceedings of the MRO bearing nos. 5016 & 5017 dated 05.01.2007 & 11.01.2007, the names of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy were mutated in the revenue records. Pahanis for the year 2006/07 reflect the name of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy as owners and possessors of land admeasuring about Ac. 3-14 Gts. in Sy. No. 100/2 Rampally Village, Keesara Mandal, Medchal-Malkajgiri District. Patta Passbook and title book have been issued in favour of B. B. Naidu, K. Madhusudhan Reddy, V. Satyanarayana & K. Narsimha Reddy by the Mandal Revenue Office, Keesara Mandal, Medchal-Malkajgiri District, as per the details given below:

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

- 1.8 Accordingly, C. Ramachandraiah, C. Narsimha, K. Narsimha Reddy, K. Madhusudhan Reddy, V. Satyanarayana and B.B. Naidu (herein jointly referred to as the Original Owners) became the owners and possessors of land admeasuring about Ac. 9-32 Gts., in Sy. No. 100/2, of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, hereinafter referred to as the Scheduled Land A and more fully described in the schedule given hereunder).

For Nilgiri Estates &
Modi & Modi Constructions

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1.9 K. Narsimha Reddy, K. Madhusudhan Reddy, V. Satyanarayana and B. B. Naidu had executed two Agreement of Sale cum General Power of Attorneys in favour of K. Laxminarayana and P. Kashinath Yadav for a portion of Scheduled Land A admeasuring about Ac. 0-26 $\frac{3}{4}$ Gts., and Ac. 2-27 $\frac{1}{4}$ Gts., vide registered documents bearing no. 2232/08 and 2231/08 both dated 26.03.08 registered at SRO Keesara.

1.10 The Original Owners along with K. Laxminarayana and P. Kashinath Yadav, through several registered Agreement of Sale cum GPA with Possession and sale deeds have sold the entire Scheduled Land A to Vendor no. 1 & Vendor 2 herein as per the details given below. The agreements and deeds were registered at SRO Keesara.

S. No.	Document type	Doc. No.	Doc. Date	Area (Ac.-gts)	Vendor	Purchaser
1.	Agr. of sale cum GPA	4762/08	03.07.08	2-05	Cheera Ramachandraiah & others	Modi & Modi Constructions
2.	Agr. of sale cum GPA	3595/08	24.07.08	1-00	Cheera Ramachandraiah & others	Modi & Modi Constructions,
3.	Agr. of sale cum GPA	4763/08	05.07.08	2-13	Cheera Ramachandraiah & others	Modi & Modi Constructions
4.	Agr. of sale cum GPA	3594/08	24.07.08	1-00	Cheera Nasimha & others	Modi & Modi Constructions
5.	Sale deed	7874/08	18.09.08	1-14	B. B. Naidu & others represented by their Agr. of Sale cum GPA holders K. Laxminarayana & others	Nilgiri Estates
6.	Sale deed	9605/08	06.12.08	2-00	B. B. Naidu & others represented by their Agr. of Sale cum GPA holders K. Laxminarayana & others	Nilgiri Estates

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

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

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

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

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

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

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

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

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

2. DETAILS OF PERMITS:

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

3. PROPOSED DEVELOPMENT:

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

- 3.1.1. The land is proposed to be sub-divided into 188 plots of land and each plot of land shall be sold along with a villa constructed thereon.
- 3.1.2. The prospective purchasers shall eventually become absolute owners of an identifiable plot of land along with the villa constructed thereon.
- 3.1.3. Prospective purchasers shall have a choice of getting constructed a single floor 2BHK villa or a duplex (2 floor) 3/4BHK villa on each plot of land.
- 3.1.4. Clubhouse consisting of stilt + ground + 3 upper floors admeasuring about 13,500 sft is proposed to be constructed. Other amenities and facilities proposed to be provided are – swimming pool, roads, landscape gardens, children park, lawns for banquet, generator for backup, compound wall, security kiosk, overhead tanks, sumps, etc.
- 3.1.5. Each villa shall have a separately metered electric power connection.
- 3.1.6. Water for general purpose use shall be provided through borewells. Underground sump shall be provided for purchase of water by tankers.
- 3.1.7. Connection for drinking water shall be provided in each villa. Drinking water shall be provided by an onsite RO plant.
- 3.1.8. The proposed villas will be constructed strictly as per the design proposed by the Vendor. The Vendor reserves the absolute right to design or make changes to the scheme of design, colors and use of finishing material for the proposed villas, clubhouse, common amenities, etc., as it deems fit and proper.
- 3.1.9. That the Purchaser shall not be allowed to alter any portion of the villa that may change its external appearance without due authorization from the Vendor and / or Association / Society in-charge of maintenance for an initial period of about 5 years from date of handing over possession of the completed villa or till the end of year 2022, whichever is later and all the villas in the project of Nilgiri Estate shall have a similar elevation, color scheme, compound wall, landscaping, trees, etc. for which the Purchaser shall not raise any obstructions / objections.

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- 3.1.10. The Purchaser shall after the said lock-in period, shall be permitted to add one or two floors to their villa, by obtaining appropriate permit for construction from the relevant statutory authorities and an NOC from the Association or Society in-charge of maintenance of Nilgiri Estate. However, any such addition or alteration shall be in line with the existing over all external appearance of other villas in Nilgiri Estate i.e., the Purchaser shall maintain the overall external appearance including elevation, color, texture, doors, windows, railings, etc. Further, the Purchaser shall not construct more than ground plus 2 floors in any plot of land not withstanding any provision for additional construction in the bye-laws. Further, the Purchaser shall not be entitled to amalgamate plots of land and make constructions thereon. This restriction on additions and alterations shall be in force upto end of 2032.
- 3.1.11. The Vendor shall provide detailed designs including perspective view, structural design, working drawing, etc., to the Purchaser upon request for addition of additional floors as given above. The Purchaser shall construct additional floors as above strictly according to the plan provided by the Vendor. However, the Purchaser shall be at liberty to make changes to the interior of the villa that do not affect its external appearance.
- 3.1.12. The Vendor shall provide amenities and facilities on the Scheduled Land in phases and all the amenities and facilities proposed to be provided shall be completed on or before completion of the last phase of development of the villas.

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

4. SCHEME OF SALE / PURCHASE :

- 4.1 By virtue of the above documents, the Vendor has absolute rights to develop the Scheduled Land and he is absolutely entitled to sell the vacant plot of land and/or constructed villa with plot of land to any intending purchaser.
- 4.2 The Vendor proposes to sell a vacant plot of land to the Purchaser. The plot being sold by the Vendor to the Purchaser is detailed in Annexure – A and is hereinafter referred to as the Scheduled Plot.
- 4.3 Further, the Vendor and the Purchaser have agreed that the Vendor shall construct a villa on the Scheduled Plot and for which an Agreement of Construction is being executed along with this Sale Deed.
- 4.4 The Purchasers of the villas 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 villa owners in the Housing Project.

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- 4.5 Areas not specifically sold by the Vendor to the prospective purchasers of the Housing Project and that do not form the part of the common amenities described above, like terrace rights, TDR rights, easement rights, open areas not handed over or not forming part of the housing complex, land left for future development, etc., shall continue to belong to the Vendor or its nominees.
- 4.6 Only on payment of the entire sale consideration along with other charges like GST, VAT, service tax, stamp duty, registration charges, corpus fund, maintenance charges, etc., the Vendor shall execute a sale deed /conveyance deed in favour of the Purchaser and or its nominees. The Purchaser shall be entitled to claim possession of the Scheduled Plot along with Villa only upon payment of entire sale consideration along with all other charges to the Vendor.
- 4.7 The Purchaser shall be required to enter into a separate 'Agreement for Construction' with the Vendor for construction of the villa and the Purchaser shall not raise any objection for execution of such an agreement. That the possession of the Scheduled Plot along with the villa constructed thereon (hereinafter referred to as the Said Villa) shall be delivered by the Vendor to the Purchaser only upon registration of the Sale Deed. The Purchaser shall immediately thereafter handover the Scheduled Plot back to the Vendor for the purposes of carrying out construction of the villa thereon and for providing other amenities which are part and parcel of the Housing Project. The Vendor shall re-deliver the possession of the completed villa to the Purchaser only upon payment of entire sale consideration and other dues by the Purchaser to the Vendor.
- 4.8 That it is specifically understood and agreed by the Purchaser that the Sale Deed executed in favour of the Purchaser and the Agreement for Construction entered into between the parties hereto in pursuance of this Sale Deed are interdependent, mutually co-existing and / or inseparable. The Purchaser therefore shall not be entitled to alienate in any manner the Scheduled Plot registered in his favour and / or enter into an Agreement for Construction in respect of the villa with any other third parties. However, the Purchaser with the prior consent in writing of the Vendor shall be entitled to offer the Said Villa as a security for obtaining housing loan for the purposes of purchase and construction of the Said Villa.
- 4.9 That it is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form, sale deed and Agreement of Construction, as amended from time to time, shall be deemed to be the part of this Sale Deed unless otherwise specifically waived and /or differently agreed upon in writing.
5. DETAIL OF PLOT BEING SOLD:
- 5.1 The Vendor hereby sells to the Purchaser the Scheduled Plot in the Housing Project and details of the plot no., plot area are given in Annexure – A attached to this deed.
- 5.2 The Purchaser has inspected all the documents relating to the title of the Vendor in respect of the Scheduled Land. The Purchaser upon such inspection is satisfied as to the title of the Vendor.

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5.3 That the Purchaser has examined the title deeds, plans, area/extent of the Scheduled Plot 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.

5.4 The plan of the Scheduled Plot is attached as Annexure - B herein and the layout plan of the Housing Project is attached as Annexure -C herein.

6. SALE CONSIDERATION:

6.1 The Vendor hereby sells the Scheduled Plot and the Purchaser hereby shall become the absolute owner of the Scheduled Plot. The Purchaser has paid the entire sale consideration to the Vendor with respect to the Scheduled Plot and the Vendor duly acknowledges the receipt of the entire sale consideration and the details of which are mentioned in Annexure - A.

6.2 The stamp duty, registration charges and other expenses related to the execution and registration of the sale deed and any other related documents shall be borne by the Purchaser only and such costs do not form part of the agreed sale consideration mentioned in Annexure - A. The Purchaser shall pay stamp duty and/or registration charges as required for execution of this Sale Deed. In case the Purchaser fails to pay such stamp duty and/or registration charges, the Vendor shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

6.3 It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the sale of the Scheduled Plot. Such charges shall not form a part of the consideration mentioned in Annexure - A. In case the Purchaser fails to pay such taxes or charges, the Vendor shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

6.4 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. OWNERS ASSOCIATION:

7.1 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.

7.2 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.

For M/s. Modil & Modil Constructions

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5/02/2019.

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Keesara



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- 7.3 If the Purchaser ever fails to pay maintenance charges, corpus fund or other charges related to the Said Villa, the Association shall be entitled to disconnect and stop providing all or any services to the Scheduled Villa including water, electricity, etc. Further, the Purchaser may be barred from using common amenities like clubhouse, swimming pool, parks, open areas, generator backup, etc., till such time all arrears are cleared.
- 7.4 The Vendor has proposed to deliver the common amenities in phases on or before completion of the last block of villas. The monthly maintenance charges payable by the Purchaser to the Association shall not be linked to provision/completion of common amenities. The Purchaser shall not raise any objection on this count.
- 7.5 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.
- 7.6 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.
- 7.7 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.

8. NOC FOR SURROUNDING DEVELOPMENT :

- 8.1 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.
- 8.2 That rights of further construction in and around the Scheduled Land or the Scheduled Plot, 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.

For Right Estates &
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8.3 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 Land or Scheduled Plot and also the adjoining plots.

8.4 The Vendor reserves right to change the designs of the layout, blocks of villas, clubhouse, common amenities, etc., subject to providing reasonable access through common passages to the Scheduled Plot and that such changes do not affect the plan or area of the Said Villa. The Purchaser shall not raise any objections on this count and agrees to issue an NOC for the same to the Vendor as and when called for.

9 COMPLIANCE OF STATUTORY LAWS:

9.1 ~~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:

9.1.1 The defense services or allied organizations.

9.1.2 Airports Authority of India.

9.1.3 Relevant Urban Development Authority, Municipal Corporation, Municipality, Grampanchayat, town planning department, etc., who are authorized to issued permit for construction.

9.1.4 Fire department.

9.1.5 Electricity and water supply board.

9.1.6 Government authorities like MRO, RDO, Collector, Revenue department, etc.

9.1.7 Irrigation department.

9.1.8 Environment department and pollution control board.

10. OTHER TERMS:

10.1 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 Plot on account of joint ownership of the common amenities by number of persons.

10.2 Any facilities and amenities that have been proposed to be provided in the Housing Project as mentioned in the Vendor's flyers, brochures, banners, website, hoardings, etc., shall not be construed as a legal offering. The Vendor reserves the right to make any reasonable additions or alteration or deletions to the proposed amenities and facilities as it deem fit and proper. The Purchaser shall not raise any objection on this count.

For M/s. Modl & Modl Constructions

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- 10.3 That the Purchaser shall impose all the conditions laid down in the Sale Deed upon the transferee, tenant, occupiers or users of Scheduled Plot. 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 Scheduled Plots and the transfer of all or any rights therein shall only be subject to such conditions.

DESCRIPTION OF THE SCHEDULED LAND 'A'

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

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

DESCRIPTION OF THE SCHEDULED LAND 'B'

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

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

DESCRIPTION OF THE SCHEDULED LAND 'C'

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

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

M/s. Nilgiri Estates & M/s. Modi & Modi Constructions
rep. by its Partner M/s. Modi Housing Pvt. Ltd.,
rep. by its authorized signatory

Modi & Modi Constructions

Authorised Rep. SOHAM MODI
VENDEE

Abhishek

PURCHASER

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5100/1249. Sheet 12 of 18

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Keesara



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ANNEXURE- A

1.	Names of Purchaser:	Mr. Arvind Kumar Kushwaha
2.	Purchaser's permanent residential address:	R/o. Villa No. 37, Modi Silver Creek, Near Satyanarayana Bus Stop Nagaram, Hyderabad - 500 083.
3.	Pan no. of Purchaser:	BCIPK4412P
4.	Aadhaar card no. of Purchaser:	4523 7058 3435
5.	Name address & registration no. of Owners Association	M/s. Nilgiri Estate Owners Association having its registered office at Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District, vide regd. no. 983 of 2017.
6.	Details of Scheduled Plot:	
	a. Plot no.:	101
	b. Plot area:	150 Sq. yds.
7.	Total sale consideration:	Rs.18,25,000/-(Rupees Eighteen Lakhs Twenty Five Thousand Only)
8.	<u>Details of payments:</u> 1. Rs.10,97,000/-(Rupees Ten Lakhs Ninety Seven Thousand Only) paid by way of banker cheque no.010361, dated 27.07.2017 issued by State Bank of India, RACPC, Hyderabad. 2. Rs.5,00,000/-(Rupees Five Lakhs Only) paid by way of banker cheque no.752097, dated 21.02.2019 issued by State Bank of India, RACPC, Moula-ali, Hyderabad. 3. Rs.2,28,000/-(Rupees Two Lakhs Twenty Eight Thousand Only) paid by way of banker cheque no.752099, dated 21.02.2019 issued by State Bank of India, RACPC, Moula-ali, Hyderabad.	
9.	<u>Description of the Scheduled Villa:</u> All that piece and parcel of land bearing plot no. 101 admeasuring about 150 sq. yds, in the housing project known as "Nilgiri Estate" forming part of Sy. Nos. 75, 77, 78, 79, 96 & 100/2 of Rampally Village, Keesara Mandal, Medchal-Malkajgiri District (formerly known as Ranga Reddy District) marked in red in the plan annexed hereto and bounded on: North Plot No. 102 South Plot No. 100 East Plot No. 98 West 30' wide road	

M/s. Nilgiri Estates & M/s. Modi & Modi Constructions
rep. by its Partner M/s. Modi Housing Pvt. Ltd.,
rep. by its authorized signatory

Modi & Modi Constructions

VENDEE

Akushal

PURCHASER

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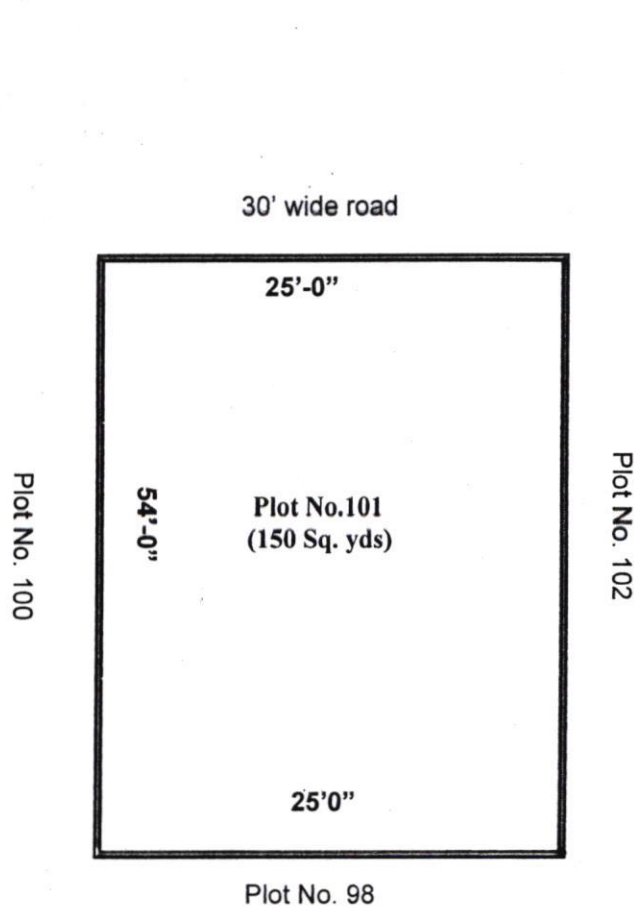
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Keesara

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ANNEXURE – 'B'

Plan of the Scheduled Plot:



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rep. by its Partner M/s. Modi Housing Pvt. Ltd.,
rep. by its authorized signatory

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI

VENDEE

Akshat

PURCHASER

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ANNEXURE - 'C'

Layout plan of the Housing Project:

N
↑



M/s. Nilgiri Estates & M/s. Modi & Modi Constructions
rep. by its Partner M/s. Modi Housing Pvt Ltd.
rep by its authorized signatory Modi & Modi Constructions

VENDEE *[Signature]*
Authorised Rep. SOHAM MODI

[Signature]
PURCHASER

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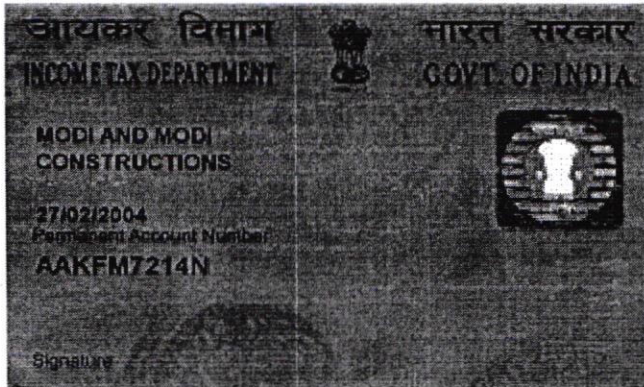
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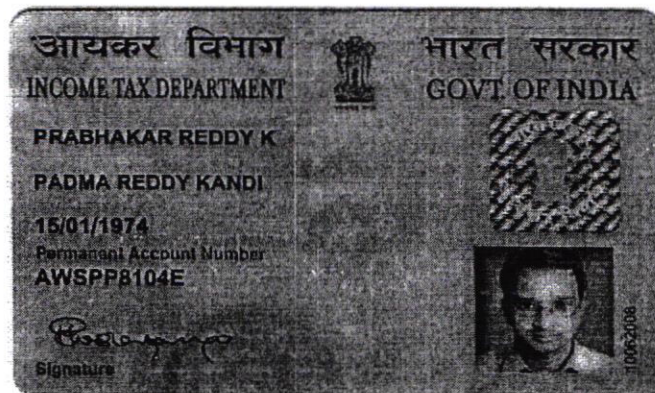
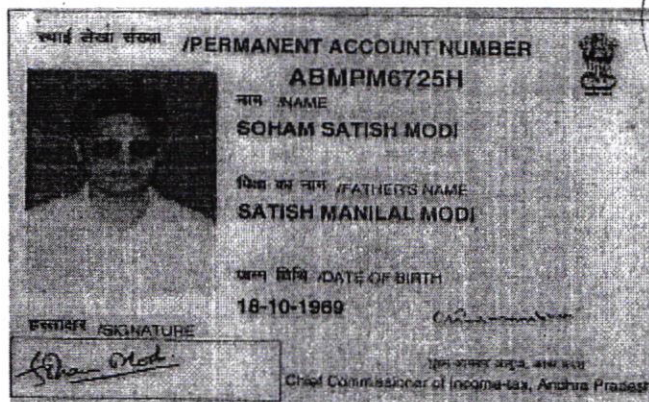


VENDOR or DEVELOPER:



For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI



Prabhakar Reddy K

Aadhaar No 3287 6953 9204

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Keesara



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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 BLACK & WHITE	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
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VENDOR:

M/S. NILGIRI ESTATES

&

M/S. MODI & MODI CONSTRUCTIONS
HAVING ITS OFFICE AT 5-4-187/3 & 4

III FLOOR, SOHAM MANSION

M. G. ROAD, SECUNDERABAD

REP. BY ITS PARTNER

M/S. MODI HOUSING PVT. LTD. REP BY ITS

AUTHORISED SIGNATORY:

MR. SOHAM MODI

S/O. LATE SATISH MODI

GPA FOR PRESENTING DOCUMENTS

VIDE GPA NO. 05/BK-IV/2019 REGISTERED
AT SRO, SECUNDERABAD:

MR. K. PRABHAKAR REDDY

S/O. MR. K. PADMA REDDY

(O). 5-4-187/3 & 4

III FLOOR, SOHAM MANSION

M. G. ROAD

SECUNDERABAD - 500 003.

PURCHASER:

MR. ARVIND KUMAR KUSHWAHA

S/O. MR. SRI KESHAV PRASAD KUSHWAHA

R/O. VILLA NO. 37, MODI SILVER CREEK

NEAR SATYANARAYANA BUS STOP

NAGARAM

HYDERABAD - 500 083.

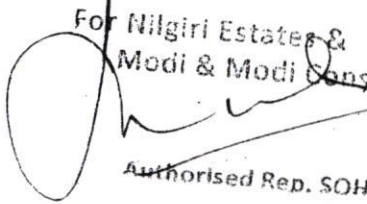
SIGNATURE OF WITNESSES:

1.

T.R. Ramu

2.

Pratima

For Nilgiri Estates &
Modi & Modi Constructions

Authorised Rep. SOHAM MODI
SIGNATURE OF THE VENDOR


SIGNATURE OF THE PURCHASER

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भारत सरकार

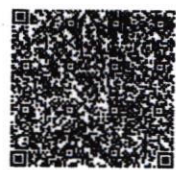
Unique Identification Authority of India

Enrollment No.: 0000/00486/90732

To
Arvind Kumar Kushwaha
C/O
Villa No 37 Modi Silver Creek Nagaram
Satyanarayana Bus Stop Nagaram
Nagaram
K.v. Rangareddy
Telangana 500083
9441040603



MD976838641FH



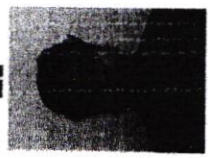
आपका आधार क्रमांक / Your Aadhaar No. :

4523 7058 3435

मेरा आधार, मेरी पहचान

भारत सरकार
Government of India

Arvind Kumar Kushwaha
DOB : 18/09/1986
Male



4523 7058 3435

मेरा आधार, मेरी पहचान



భారత ప్రభుత్వం

Unique Identification Authority of India

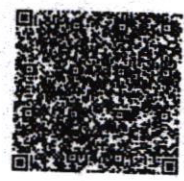
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To
Tummala Ravindra Prasad
తుమ్మల రవీంద్ర ప్రసాద్
S/O: Tummala Nandendra Prasad
H No. 18-66/6
haripriya nagar colony
siddipet
Siddipet Medak
Andhra Pradesh - 502103
9848040801



KL100149543DF

10014954



మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

6054 1218 0784

ఆధార్ - సామాన్య విహక్కు

భారత ప్రభుత్వం
Government of India

తుమ్మల రవీంద్ర ప్రసాద్
Tummala Ravindra Prasad

జన్మ సంవత్సరం / Year of Birth: 1981
పురుషుడు / Male



6054 1218 0784

ఆధార్ - సామాన్య విహక్కు



ప్రతిమ
Pratima
పుట్టిన తేదీ / DOB: 27/08/1993
స్త్రీ / FEMALE

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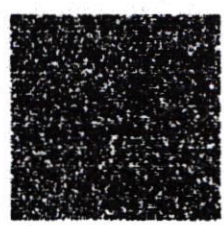
నా ఆధార్, నా గుర్తింపు



భారత ప్రభుత్వం
Government of India

వీధి చిరునామా:
భక్త వేదూ: అర్వింద్ కుమార్ కుశ్వాహ, ప్లాట్ నె-79, త్రివేణి
నగర్, రోడ్ నె-9, బాలపుర X రోడ్, నరూర్ నగర్,
కె.వి.రంగారెడ్డి,
తెలంగాణ - 500097

Address:
W/O: Arvind Kumar Kushwaha, Plot No-
79, Triveni Nagar, Road No-9, Balapur X
Road, Saroomnagar, K.v. Rangareddy,
Telangana - 500097



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VID: 9175 6480 5816 5302

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