

### **AGREEMENT FOR SALE**

This Agreement Of Sale executed on this \_\_\_\_ day of \_\_\_\_\_ **2019** at Hyderabad by and between -

1. **SMT.GANGIDI MANEMMA** w/o G. Kista Reddy, aged about 65 years, Occ. Household, R/o House No.1-50, Kokapet Village, Gandipet Mandal, Ranga Reddy District Telangana
2. **SMT. PATLOLLA ALAVELU MANGAMMA** w/o **Chandrasekhar Reddy** d/o G. Kista Reddy aged 43 years, Occ. Housewife R/o House No. 1-50, Kokapet Village, Gandipet Mandal, Ranga Reddy District Telangana

(Hereinafter referred to as “**LAND OWNERS**” which expression unless repugnant to the context or meaning thereof shall mean and include all their respective legal representatives, executors, administrators, successors, signatories and assignees etc.)

Vendor/Landowners herein being represented by their General Power of Attorney holder viz **M/s. GEM VIVENDAS (P) LTD**, A Company incorporated under the provisions of the Companies Act 1956 with Registrar of Companies having its registered office at Plot No.1, Mega Hills, Madhapur, Hyderabad, represented by its Managing Director Sri E. Venkatesh S/o Muthyalu aged 32 yrs, Occ: Business and its Executive Director Sri Ch Purnachandra Rao s/o Subba Rao, aged 45 years, Occ: Business.

AND

**M/s. GEM VIVENDAS (P) LTD**, A Company incorporated under the provisions of the Companies Act 1956 with Registrar of Companies having its registered office at Plot No.1, Mega Hills, Madhapur, Hyderabad, represented by its Managing Director Sri E. Venkatesh S/o Muthyalu aged 32 yrs, Occ: Business and its Executive Director Sri Ch Purnachandra Rao s/o Subba Rao, aged 45 years, Occ: Business.

(Hereinafter to be called and referred to as the “**VENDOR/DEVELOPER/PROMOTER**” which expression unless repugnant to the context or meaning thereof shall mean and include all its representatives, executors, administrators and assignees etc.)AND

### IN FAVOUR OF

\_\_\_\_\_ **s/o,** **w/o** **d/o,**  
 \_\_\_\_\_ aged about \_\_\_\_\_ years Occupation:  
 \_\_\_\_\_ R/o \_\_\_\_\_  
 \_\_\_\_\_ (Aadhar No: \_\_\_\_\_) (PAN – \_\_\_\_\_)

[Hereinafter called the “**PURCHASER/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees)]

The Landowners, Vendor, Developer, Promoter and Purchaser, Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

### **DEFINITIONS CLAUSE:**

For the purpose of this Agreement Of Sale, unless the context otherwise requires:-

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) “Appropriate Government” means the Government of Telangana;
- c) “Rules” means Telangana Real Estate (Regulation and Development) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2017;
- d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016/Rules 2017;
- e) “Section” means a section of the Act/Rules.
- f) “Saleable Area” includes Carpet Area plus veranda/balcony/terrace area which are exclusively meant for the Purchaser/Allottee plus the proportionate share of Common Areas and any other area as agreed between the Vendor/Developer/Promoter and Purchaser/Allottee in the agreement of sale for which a proportionate cost has been collected from the Purchasers/ Allottees;

**WHEREAS:**

- A. The Vendors/Landowners are the absolute and lawful owners of the land totally admeasuring Ac. 2.04 guntas out of Ac. 2-10½ Guntas in Sy. No. 1, mutated as 1/3A and 1/3AA in revenue records situated at Kokapet Village, the then Rajendranagar Mandal, now within the limits of Gandipet Mandal, Ranga Reddy District, Telangana.. Thus the Vendor/Developer has undertaken the development of total land admeasuring **Ac. 2-04 Gts (or) 10164 Sq Yards** (hereinafter to be referred as 'Schedule Project Land') with their respective extents. The Vendors/Landowners herein above being the absolute owners of the Project Schedule Land herein had in turn entrusted the same in favour of the Vendor/Developer/Promoter herein above for the Purpose of Development of the same in to a Multi-storied Residential Apartment Complex vide Development Agreement-cum-GPA dated 22.04.2017 bearing registered document No. 3345 of 2017, at SRO Serilingampally and subsequently entered in to supplementary agreement. In terms of the said Development Agreement and Supplemental Agreement, the Schedule 'A' Apartment fell to the exclusive share of the Vendor/Promoter/Developer towards its share; (The recitals/detailed link and flow of title in respect of the 'Schedule Project land' is appended here with as Annexure - A).
- B. The Schedule project land is earmarked for the purpose of building a Residential Project comprising of Multistoried Residential Apartment Building and the said project shall be known as "**GEM NAKSHATHRA**".
- C. The Vendor/Promoter/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Promoter/Developer regarding the 'Schedule Project land' on which residential Project is to be constructed have been completed;
- D. The Hyderabad Metro Development Authority (HMDA) has granted the building permission to develop the Project, vide approval dated: **06<sup>TH</sup> November, 2018** bearing permit no. **09804/SKP/R1/U6/HMDA/23032018** and GP Kokapet b issued a sanction letter bearing letter No. GP/151/KKPT/2018-19 dated 15<sup>th</sup> December 2018 for construction of Multi-storied Residential Building Complex comprising of Cellar, Sub-Cellar for parking, Stilt plus 18 Upper Floors comprising of Residential Flats on the Project Land herein.
- E. The Vendor/Developer/Promoter has obtained the sanctioned plan, specifications and approvals for the Project and also for the apartment from the Hyderabad Metro Development Authority (HMDA). The Vendor/Developer/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Vendor/Developer/Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority.

G. The Purchaser/Allottee had applied for an apartment in the Project vide application dated \_\_\_\_\_ and has been allotted with Residential **Apartment No.** \_\_\_\_\_ on \_\_\_\_\_ **Floor** admeasuring \_\_\_\_\_ **Sq. Ft.** of saleable area which comprises of \_\_\_\_\_ **Sq. Ft.** of carpet area, exclusive Balcony Area admeasuring \_\_\_\_\_ **Sq. Ft.**, Wall Area admeasuring \_\_\_\_\_ **Sq. Ft.**, **Utility Area** \_\_\_\_\_ **Sq.Ft** and Proportionate common area admeasuring \_\_\_\_\_ **Sq. Ft** along with allotment of \_\_\_\_\_ car parking slots (back to back)/Single Car Parking in the multi-storied Residential Apartment Complex known as “**GEM NAKSHATHRA**” being constructed on the Schedule Project land (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule-B); which fell towards the exclusive share of the Vendor/Developer/ Promoter in terms of Development Agreement–Cum-Irrevocable General Power of Attorneys and the Supplemental Agreement.

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. **ADDITIONAL DISCLOSURES/DETAILS:**

- (1) The Vendor/Developer/Promoter herein has earlier provided the Land Title Search Report, copies of title deeds and all other documents of title pertaining to ‘Schedule Project Land’ herein and also copies of permit and sanctioned plans issued by the Authorities for construction on Schedule Project Land herein to the Purchaser/Allottee to enable the later to carryout legal due-diligence to satisfy about the title of the Vendors/Landowners herein and the Vendor/Developer/ Promoter in and over the Schedule Project land and the authority of the Vendor/Developer/Promoter herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, Saleable area etc., of “**GEM NAKSHATHRA**” project as well as the suitability of the apartment for the residential use and the conditions mentioned herein, the Purchaser/Allottee herein approached and offered to purchase the Schedule ‘A’ Apartment from the Vendor/Developer/ Promoter herein. The Purchaser/Allottee has/have further confirmed that Purchaser/ Allottee has/have carefully read the conditions of the Agreement and has/have understood his/her/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/Allottee got understood and verified the Carpet area, Saleable area of the Schedule ‘A’ Apartment and his/her/their entitled undivided right, interest in the common areas of the Complex and undivided interest in the Schedule Project Land herein which is arrived as under:-

Residential **Apartment No.** \_\_\_\_ **on** \_\_\_\_ **Floor** admeasuring \_\_\_\_ **Sq. Ft.** of **Saleable Area.**

- (a) **Carpet Area** of the Schedule 'A' Apartment is \_\_\_\_ **Sq.Ft.**
  - (b) Exclusive **Balconies & Utilities** Area is \_\_\_\_ **Sq.Ft.**
  - (c) Pro-rata undivided right and interest in the **Common Area** is \_\_\_\_ **Sq. Ft.**
  - (d) **Walls Area** is \_\_\_\_ **Sq. Ft.**
  - (e) Pro-rata undivided right and interest in the Schedule Project Land which is equivalent to \_\_\_\_ **Sq. Yrds.** and the same shall be transferred and delivered as per the provisions of the RERA and Telangana Rules/Regulations as applicable from time to time.
- (2) Thus the Purchaser/Allottee got verified and notified that a total Saleable Area of the Schedule 'A' Apartment is \_\_\_\_ **Sq. Ft.** The Purchaser/Allottee herein will acquire ownership, title on Schedule 'A' Apartment area by way of purchase which includes undivided right of use on pro-rata basis in the common areas of the complex. The Sale Consideration/Sale Price payable under this Agreement is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** which is in respect of the entire saleable area of the Schedule 'A' Apartment which is morefully delineated in the Floor Plan i.e. Schedule 'B' Plan appended herewith. The said entire Sale Consideration/Sale Price is deemed to be the Sale Consideration/Sale Price for the carpet area being handed over herein.
- (3) The proportionate undivided share of land to which the Schedule 'A' Apartment is entitled to is now mentioned in the Schedule of this Agreement of Sale. In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the entire Schedule project land along with the common areas/Club house only in favour of the Association formed among the owners, the Landowners and the Vendor/Developer/Promoter herein undertakes to execute and register such Deed of Transfer in favour of the Association. If such transfer of proportionate undivided share of land is permitted in favour of Purchaser/Allottee of Flat, such extent of proportionate undivided share of land will be mentioned in the ultimate Sale Deed to be executed and registered in favour of the Purchaser/Allottee herein. On the other hand, if the entire project land along with common areas/Club house is to be transferred in favour of the Association, the Purchaser/Allottee herein and all other Purchaser/Allottee shall bear and pay not only the Stamp Duty and Registration Fee payable in respect of the Schedule Flat herein but also the proportionate Stamp Duty and Registration Fee payable in respect of such Deed of Transfer to be executed and registered in favour of the Association.

- (4) The original title deeds of the Schedule Project Land are in the custody of the Vendor/Developer/Promoter herein and it shall deliver the original documents to the Joint custody of the Separate Association to be formed by all the owners of the Apartments/Flats in “**GEM NAKSHATHRA**” simultaneously at the time when the administration of maintenance of common amenities is handed over to such Associations. After completion of the project, all the common areas, infrastructure of the project including administration of maintenance of common areas will be transferred and handed over by the Vendor/Developer/Promoter in favour of the Association to be formed among the Apartment owners in the project as per mutually agreed timelines and under the provisions of statute and Rules governing the same.
- (5) The Vendor/Developer/Promoter has offered to sell to the Purchaser/Allottee and Allottee agrees to purchase from the Vendor/Developer/Promoter, the Schedule ‘A’ Apartment (more fully described and shown hatched on the Floor Plan thereof annexed hereto, (hereinafter referred to as “Scheduled ‘B’ Plan”) for a total Sale Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** and other charges as detailed in Schedule ‘C’ hereunder on the terms and conditions contained herein being accepted by the parties hereto payable to the Vendor/Developer/Promoter.
- (6) The Parties hereby confirm that the “Applicable Law” includes all applicable laws, Real Estate (Regulation and Development) Act, 2016 (16 of 2016), Telangana State Real Estate (Regulation and Development) Rules, 2017 or determination by, or any interpretation or administration having the force of law in the State of Telangana whether in effect as of the date of this Agreement or at any time hereafter. However the Parties herein agree to comply with all the provisions of RERA and state regulations in the implementation of the project and further if required the Purchaser/Allottee hereby agrees and undertakes to enter in to Supplemental Agreement if any with the Vendor/Developer/Promoter as and when required to amend terms of this Agreement in consonance with the RERA and State Rules including any amendments thereof.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer/Promoter hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment and the covered parking as specified in Para G.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:**

**1. TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer/Promoter agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase, the Apartment as specified in Para G.

1.2. The Total Price for the Apartment based on the Saleable Area is as per table below :

<b>APARTMENT No.</b>		<b>FACING</b>	<b>WEST</b>
<b>FLOOR</b>		<b>VIEW REPUTED</b>	<b>N/A</b>
<b>CORNER FLAT</b>	<b>NO</b>	<b>SALEABLE AREA (Sq. Ft.)</b>	
<b>CAR PARKING SLOTS</b>	<b>02( BACK TO BACK)</b>		
<b>CARPET AREA (Sq. Ft.)</b>		<b>COMMON AREA (Sq. Ft.)</b>	
<b>BALCONIES &amp; UTILITY AREAS (Sq. Ft.)</b>		<b>WALLS AREA (Sq. Ft.)</b>	
<b>S. No.</b>	<b>PARTICULARS</b>		<b>RATE (Rs.)</b>
			<b>AMOUNT (Rs.)</b>
1	Basic Price - Per Sq. Feet on Saleable Area		
2	Floor Rise Charges - (Rs.15/Sft./Floor from 5th Floor Onwards to 10 <sup>th</sup> Floor) Rs.25/sft/ Floor 11 <sup>th</sup> floor onwards to 15 <sup>th</sup> floor Rs.25/Sft/floor from 16 <sup>th</sup> floor onwards.		
3	Corner Flat Charges - (Rs.50/- Per Sq. Feet on Saleable Area)		NIL
4	Double Car Parking ( One Back to Back Slot) and Club House charges		
5	W.E.G.I (Water, Electricity, Gas & Infrastructure)		120/Sft
<b>(A)</b>	<b>TOTAL SALE CONSIDERATION</b>		
<b>(B)</b>	<b>GST @ 5% or as applicable on TOTAL SALE CONSIDERATION.</b>		



<b>CORPUS FUND &amp; ADVANCE MAINTENANCE (PAYABLE TO THE ASSOCIATION)</b>			
1	CORPUS FUND	75	
2	ADVANCE MAINTENANCE CHARGES (FOR 12 MONTHS @ Rs.3/- PER SQ. FEET PER MONTH)	36	
3	GST ON ADVANCE MAINTENANCE CHARGES @18% OR AS APPLICABLE		
(C)	<b>CORPUS FUND + ADVANCE MAINTENANCE CHARGES (PAYABLE ATLEAST 15 DAYS AHEAD OF REGISTRATION)</b>		
<b>CAUTION DEPOSIT (PAYABLE TO THE DEVELOPER DURING HANDOVER OF APARTMENT)</b>			
1	REFUNDABLE CAUTION DEPOSIT		25000
2	NON - REFUNDABLE CAUTION DEPOSIT		10000
3	GST @ 18% or as applicable on Non-Refundable Caution Deposit		1800
(D)	<b>TOTAL CAUTION DEPOSIT</b>		<b>36800</b>
<b>TOTAL COSTING (A + B + C + D)</b>			

**EXPLANATION:**

- (i) The 'Total Price' above includes the booking amount paid by the purchaser/allottee to the Vendor/Developer/Promoter towards the Apartment;
- (ii) The 'Total Price' above includes Taxes (consisting of tax paid or payable by the Vendor/Developer/Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor/Developer/Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Purchaser/Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the Completion/Occupancy Certificate: Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser/Allottee to the Vendor/Developer/Promoter shall be increased/reduced based on such change/ modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Purchaser/Allottee as per actual over and above the total price.

- (iii) The Vendor/Developer/Promoter shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) and (ii) above and the Purchaser/Allottee shall make payment demanded by the Promoter/Developer/Vendor within the time and in the manner specified therein.
  - (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Purchaser/Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Developer/Promoter shall enclose the said notification/ order/ rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee.
  - 1.4. The Purchaser/Allottee shall make the payment as per the payment plan set out in Schedule C - "Payment Plan".
  - 1.5. The Vendor/Developer/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments @ 10% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Purchaser/Allottee by the Vendor/Developer/Promoter.
  - 1.6. It is agreed that the Vendor/Developer/Promoter shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, as the case may be, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act/Rules. The Vendor/Developer/Promoter shall not be

liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Purchasers/Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Vendor/Developer/Promoter, for which the Vendor/Developer/ Promoter shall not be liable after handing over.

- 1.7. The Vendor/Developer/Promoter shall confirm the final Carpet and Saleable Area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area or the Saleable Area. The total price payable for the saleable area shall be recalculated upon confirmation by the Vendor/Developer/Promoter. If there is reduction in the carpet area or the Saleable Area then the Vendor/Developer/Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Acts/Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the Carpet Area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser/Allottee, the Vendor/Developer/Promoter may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8. Subject to Para 9.3 the Vendor/Developer/Promoter agrees and acknowledges, the Purchaser/Allottee shall have the right to the Apartment as mentioned below:
  - (i) The Purchaser/Allottee shall have exclusive ownership of the Schedule 'A' Apartment;
  - (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendor/Developer/Promoter shall hand over the common areas to the association of Purchasers/Allottees after duly obtaining the Completion/Occupancy Certificate from the competent authority as provided in the Act/Rules;

- (iii) That the computation of the total price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the Apartment and the Project;
  - (iv) The Purchaser/Allottee has the right to visit the project site to access the extent of development of the project and his apartment as a case may be with prior notification/ approvals from the Developer or their representatives.
- 1.9. It is made clear by the Vendor/Developer/Promoter and the Purchaser/Allottee agrees that the Apartment along with Covered Car Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Schedule Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottees of the Project.
- 1.10. The Vendor/Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor/Developer/Promoter fails to pay all or any of the outgoings collected by it from the Purchasers/Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers/Allottees, the Vendor/Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11. The Purchaser/Allottee has paid a sum of **Rs. \_\_\_\_\_/-** (**\_\_\_\_\_ only**) vide Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ as booking advance and the margin money. Thus, in all a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** is paid to the Vendor/Developer/Promoter along with **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** being applicable GST, as Part Payment out of the Total Sale Consideration of the Apartment, the receipt of which the Vendor/Developer/Promoter hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining Sale Consideration of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Vendor/Developer/Promoter within the time and in the manner specified therein.

Provided that if the Purchaser/Allottee delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate prescribed in the Acts/Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendor/Developer/Promoter abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendor/Developer/Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through Account Payee Cheque/Demand Draft/Bankers Cheque or Online payment in favour of **M/s. GEMVIVENDAS PVT. LTD** payable at **Hyderabad**.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Vendor/Developer/Promoter with such permission, approvals which would enable the Vendor/Developer/Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Vendor/Developer/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Purchaser/Allottee shall keep the Vendor/Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendor/Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor/Developer/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

**4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Purchaser/Allottee authorizes the Vendor/Developer/Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the Apartment, if any, in his/her/their name and the Purchaser/Allottee undertakes not to object/demand/direct the Vendor/Developer/Promoter to adjust his payments in any manner.

**5 TIME IS ESSENCE:**

The Vendor/Developer/Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority (which shall include the extension of registration, if any, granted to the said project by the Authority) and towards handing over the Apartment to the Purchaser/Allottee and the common areas to the Association of Purchaser/Allottees or the competent authority, as the case may be.

**6 CONSTRUCTION OF THE PROJECT/ APARTMENT:**

The Purchaser/Allottee has seen the proposed Building plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendor/Developer/Promoter. The Vendor/Developer/Promoter shall develop the Project in accordance with the said Building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Developer/Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the Bye-Laws, FAR and density norms and provisions prescribed by the Greater Hyderabad Municipal Corporation Act 1955 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor/Developer/ Promoter shall constitute a material breach of the Agreement.

Further the Purchaser is aware that the Builder/Developer has proposal for extending the Project GEM NAKSHATHRA by addition of two more blocks and a separate Club house building and accordingly revised plans are going to be submitted for approval from HMDA /Concerned Authorities. However, the revised proposals are subject to the final approval from HMDA/Concerned authorities. The Final approval for the plans thus received from the HMDA/Concerned Authorities may not be the same or similar to that of the revised plans submitted by the Builder/Developer which may have commissions/omissions,if any.and the purchaser has accepted the same and given his consent in writing.

## **7 POSSESSION OF THE APARTMENT:**

- 7.1 **Schedule for possession of the said Apartment** - The Vendor/Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Purchaser/Allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Vendor/Developer/Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before **06/04/2022** with a further grace period of 6 months (subject to the extension of registration, if any, granted to the said project by the Authority) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor/Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Developer/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer/ Promoter shall refund to the Purchaser/Allottee the entire amount received by the Vendor/Developer/ Promoter with in 90 days from the termination date. The Vendor/ Developer/Promoter shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/she/they shall not have any rights, claims etc. against the Vendor/ Developer/Promoter and that the Vendor/Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Vendor/Developer/Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. If the Purchaser/Allottee fails to take delivery within the time specified in the notice, he shall be liable for payment of all ongoing including maintenance charges from the date of notice. The Vendor/Developer/Promoter agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor/Developer/Promoter. The Vendor/Developer/Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser/Allottee or any authority or third party on whom the Vendor/Developer/Promoter has no control. The Purchaser/Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Promoter/Association of Purchaser/Allottees. The Vendor/Developer/Promoter shall hand over the copy of Occupancy Certificate of the apartment to the Purchaser/Allottee at the time of conveyance of the same.
- 7.3 Failure of Purchaser/Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Vendor/Developer/Promoter as per Para 7.2, the Purchaser/Allottee shall take possession of the Apartment from the Vendor/ Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer/ Promoter shall give possession of the Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in Para 7.2, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2 along with the monthly holding charges of Rs.8000/- (Rupees Eight Thousand Only) till such handover of the apartment.
- 7.4 Possession by the Purchaser/Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser/Allottees, it shall be the responsibility of the Vendor/ Developer/ Promoter to hand over the necessary documents and plans, including common areas to the association of Purchaser/Allottees after obtaining the Completion/Occupancy Certificate.
- 7.5 Numbering of Floors:** Numbering of Floors in the Tower will be 1 to 12 and 14 To 19 in continuity by skipping floor no. 13 i.e., after floor 12 the next floor will be numbered as 14.
- 7.6 Cancellation by Purchaser/Allottee:** The Purchaser/Allottee shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the Purchaser/Allottee proposes to cancel/withdraw from the project without any fault of the Vendor/Developer/Promoter, the Vendor/Developer/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the



Purchaser/Allottee shall be returned by the Vendor/Developer/ Promoter to the Purchaser/Allottee within three months of such cancellation or at the time that the Vendor/Developer/Promoter is able to resell the said Apartment to another purchaser, whichever is later.

- 7.7 Compensation:** The Vendor/Developer/Promoter shall compensate the Purchaser/Allottee in case of any loss caused to him/her/them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor/Developer/ Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Developer/ Promoter shall be liable, on demand to the Purchasers/Allottees, in case the Purchaser/Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Acts/Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Vendor/Developer/Promoter shall pay the Purchaser/Allottee interest at the rate prescribed in the Acts/Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Vendor/Developer/Promoter to the Purchaser/Allottee within ninety days of it becoming due.

## **8. REPRESENTATIONS & WARRANTIES OF THE VENDOR/ DEVELOPER/ PROMOTER :**

- 8.1** The Vendor/Developer/Promoter hereby represents and warrants to the Purchaser/Allottee as follows:
- (i) The Vendors/Landowners have absolute, clear and marketable title with respect to the said Land and the Vendor/Developer/Promoter has the requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land for the Project;
  - (ii) The Vendor/Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
  - (iii) There are no encumbrances upon the said land or the Project except project loan availed by the promoter which will be liquidated by the date of completion of the project.

- (iv) There are no litigations pending before any Court of Law or Authority with respect to the said land or Project except those disclosed in the title report.
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and Common areas;
  - (vi) The Vendor/Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
  - (vii) The Vendor/Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
  - (viii) The Vendor/Developer/Promoter confirms that the Promoter/Developer/Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the conveyance/Sale Deed the Vendor/Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Allottee and the common areas to the association of Purchaser/Allottees or the competent authority, as the case may be;
  - (x) The Vendor/Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, Reputed, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate/Occupancy Certificate has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the association of Purchasers/Allottees or the competent authority, as the case may be;
  - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Developer/Promoter in respect of the said Land and/or the Project except those disclosed in the title report.
- 8.2 The Purchaser/Allottee/s or himself/themselves with intention to bring all persons into who so ever hands the Apartment may come, hereby covenants

with the Vendor/Developer/Promoter as follows:-

- i. To maintain the Apartment at the Purchaser's/Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities/association of the Purchaser/Allottee, if required.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor/Developer/Promoter to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/Developer/Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or

voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased Reputed shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Vendor/Developer/Promoter within fifteen days of demand by the Vendor/Developer/Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of use of the Apartment by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- x. Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Purchaser/Allottee shall permit the Vendor/Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1 Subject to the Force Majeure clause, the Vendor/Developer/Promoter shall be considered under a condition of Default, in the following events:
  - (i) Vendor/Developer/Promoter fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified in

Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Vendor/Developer/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Vendor/Developer/Promoter under the conditions listed above, Purchaser/Allottee is entitled to the following:

- (i) Stop making further payments to Vendor/Developer/Promoter as demanded by the Vendor/Developer/Promoter. If the Purchaser/Allottee stops making payments, the Vendor/Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser/Allottee be required to make the next payment without any interest; or
- (ii) The Purchaser/Allottee shall have the option of terminating the Agreement in which case the Vendor/Developer/Promoter shall be liable to refund the entire money paid by the Purchaser/Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Acts/Rules within ninety days of receiving the termination notice: Provided that where Purchaser/Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor/Developer/Promoter, interest at the rate prescribed in the Acts/Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendor/Developer/Promoter to the Purchaser/Allottee within ninety days of it becoming due.

9.3 The Purchaser/Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser/Allottee fails to make payments for 2 consecutive demands made by the Vendor/Developer/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/Allottee shall be liable to pay interest to the Vendor/Developer/Promoter on the unpaid amount at the rate prescribed in the Act/Rules;
- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond one consecutive month after notice from the Vendor/Developer/Promoter in this regard, the Vendor/Developer/Promoter may cancel the allotment of the Apartment in favour of the Purchaser/Allottee and refund the money paid to him by the Purchaser/Allottee by deducting the

booking amount and the interest liabilities and this Agreement shall there upon stand terminated. Provided that the Vendor/Developer/Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Vendor/Developer/Promoter within a period of ninety days after termination or the date on which the Vendor/Developer/Promoter is able to resell the Apartment/Plot to another purchaser, whichever is later.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Vendor/Developer/Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Purchaser/Allottee, shall execute a conveyance/sale deed and convey the title of the Apartment together with proportionate indivisible/undivided share in the Common Areas within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Purchaser/Allottee. However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/Allottee authorizes the Vendor/Developer/Promoter to withhold registration of the conveyance/sale deed in his/her/their favour till payment of stamp duty and registration charges to the Vendor/Developer/Promoter is made by the Purchaser/Allottee.

#### **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

- 11.1 The Vendor/Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchasers/Allottees and the cost of maintenance shall be borne by the Vendor/Developer/Promoter and the Purchasers/Allottees, proportionate to the apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Vendor/Developer/Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.
- 11.2 All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Purchaser/Allottee, the Vendor/Developer/Promoter shall be the occupant in respect of any apartment/building.

## **12. DEFECT LIABILITY:**

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Developer/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendor/Developer/Promoter within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Vendor/Developer/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor/Developer/Promoter's failure to rectify such defects within such time, the aggrieved Purchasers/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 Not with standing anything contained in the above clause the following exclusions are made.
- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Vendor/Developer/Promoter shall transfer manufacturer's guarantees/warranties to the Purchaser/Allottee or association of Purchasers/Allottees as the case may be.
  - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
  - c. Allowable structural and other deformations including expansion quotient.
  - d. The terms of work like painting etc. which are subject to wear and tear.
- 12.3 The Purchasers/Allottees shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Purchasers/Allottees or its assignees shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Purchaser/allottee or the association of the Purchasers/Allottees as the case may be.

## **13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Vendor/Developer/Promoter/Maintenance Agency/Association of Purchasers/Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchasers/Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal

working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14 USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project “**GEM NAKSHATHRA**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers/Allottees formed by the Purchasers/Allottees for rendering maintenance services.

**15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.3 Subject to Para 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.4 The Purchaser/Allottee further undertakes, assures and guarantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.5 The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer/Promoter and thereafter the association of Purchasers/Allottees and/or maintenance agency appointed by association of Purchasers/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.



**16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17 ADDITIONAL CONSTRUCTIONS:**

The Vendor/Developer/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

**18 MORTGAGE OR CREATE A CHARGE:**

- I. Notwithstanding any other term of this Agreement, the Purchaser/Allottee hereby authorizes and permits the Vendor/Developer/Promoter to raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage/securitization of the Apartment/Project/Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Purchaser/Allottee. The Purchaser/Allottee shall be informed about the same at the time of agreement.
- II. The Developer had raised a mortgage loan from LIC Housing Finance Ltd against the security of the Schedule Property and the Developer undertakes to deposit the sale consideration amount in the Escrow account and shall obtain NOC from Lender and only after receipt of the amount, mentioned in the NOC, the said flat shall get released.

**19 FORMATION OF ASSOCIATION OF PURCHASERS/ALLOTTEES AND CONSENT OF ALLOTTEES:**

The Vendor/Developer/Promoter shall take the following steps to enable formation of an Association of Purchasers/Allottees under section 11(4)(e) of the Act:-

- a. With respect to a real estate project, the Vendor/Developer/Promoter shall submit an application to the Registrar for registration of the Association of Purchasers/Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the State of Telangana) within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Purchasers/Allottees in such a project have taken possession and the Vendor/Developer/Promoter has

received the full consideration from such Purchasers/Allottees. All the Purchasers/Allottees on payment of full consideration shall become members of such Association of Purchasers/Allottees formed by the Vendor/Developer/Promoter. However, the Vendor/Developer/Promoters at liberty to form such an Association as and when sufficient forum/members are available for formation of Association even before the occupancy certificate is issued and even before sixty per cent of the total purchasers in the project have taken possession so as to enable the Vendor/Developer/Promoter to approach the concerned authorities and submit required applications in the name of such Association for sanction of the necessary Electricity Connection and/or any other facilities to the project in the name of such Association itself.

- b. If the Vendor/Developer/Promoter fails to form the Association of Purchasers/Allottees, the Authority shall by an order direct the Vendor/Developer/Promoter to apply for formation of such Association or may authorize the Purchasers/Allottees to apply for formation of the said Association.
- c. Notwithstanding any other rule, after conveying the title to the Association of Purchasers/Allottees under Section 17, the Vendor/Developer/Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Purchasers/Allottees without any restriction or entry of the building and development of common areas.

## **20 BINDING EFFECT:**

Forwarding this Agreement to the Purchaser/Allottee by the Vendor/Developer/Promoter does not create a binding obligation on the part of the Vendor/Developer/Promoter or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Gandipet, Ranga Reddy District as and when intimated by the Vendor/Developer/Promoter. If the Purchaser/Allottee(s) fails to execute and deliver to the Vendor/Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Developer/Promoter, then the Vendor/Developer/Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/Allottee without any interest or compensation whatsoever.

**21 ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

**22 RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

**23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ ALLOTTEE OR SUBSEQUENT PURCHASERS/ ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchasers/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

**24 WAIVER NOT A LIMITATION TO ENFORCE:**

24.3 The Vendor/Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan [Annexure - C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Vendor/Developer/Promoter in the case of one Purchaser/Allottee shall not be construed to be a precedent and/or binding on the Vendor/Developer/Promoter to exercise such discretion in the case of other Purchasers/Allottees.

24.4 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25 SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.]

**26 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in Project, the same shall be in **proportion to the carpet area or saleable area** of the Apartment bears to the total carpet area or saleable area of all the Apartments in the Project as the case may be.

**27 FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**28 PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer/Promoter through its authorized signatory at the Vendor/Developer/Promoter's Office in and after the Agreement is duly executed by the Purchaser/Allottee and the Vendor/Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Concerned Sub-Registrar Office. Hence this Agreement shall be deemed to have been executed at Hyderabad/Ranga Reddy District.

**29 NOTICES:**

That all notices to be served on the Purchaser/Allottee and the Vendor/Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendor/Developer/Promoter by Registered Post/through E-Mail at their respective addresses/mail id's specified below:

**Name and Address of the Allottee/Purchaser:-**

\_\_\_\_\_  
 \_\_\_\_\_ s/o, w/o d/o,  
 \_\_\_\_\_ aged about \_\_\_\_\_ years Occupation:  
 \_\_\_\_\_ R/o \_\_\_\_\_  
 \_\_\_\_\_ (Aadhar No: \_\_\_\_\_) (PAN – \_\_\_\_\_)

**Mobile No.** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Name and Address of the Vendor/Developer/Promoter:-**

**M/s GEM VIVENDAS PVT. LTD**, Office at Surveyt No.64, GEM TOWERS, 2<sup>nd</sup> Floor, Kondapur, Hyderabad, Telangana State - 500084.  
 Contact Person: Mr. E VENKATESH  
**Phone: 9177151515, Email: gemvivendas@gmail.com**

It shall be the duty of the Purchaser/Allottee and the Vendor/Developer/Promoter to inform each other of any change in address/mail id subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications, demand notices and other letters posted at the above address/mail id shall be deemed to have been received by the Vendor/Developer/Promoter or the Purchaser/Allottee, as the case may be.

**30 JOINT PURCHASERS/ALLOTTEES:**

That in case there are Joint Purchasers/Allottees all communications shall be sent by the Vendor/Developer/Promoter to the Purchaser/Allottee whose name appears first and at the address/mail id given by him/her/them which shall for all intents and purposes to consider as properly served on all the Purchasers/Allottees.

**31 SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/Allottee, in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Purchaser/Allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

**32 GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**33 DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

**ADDITIONAL TERMS:****34 NOT TO ALTER NAME:**

The Purchasers/Allottees or the Association of the Owners of the Apartments shall not alter or subscribe to the alteration of the name of “**GEM NAKSHATHRA**” in Schedule Project Land. The Purchaser/Allottee acknowledges, agree and understand that the name “**GEM NAKSHATHRA**” is final for the Schedule Project land.

**35 INDULGENCE:**

Any delay tolerated or indulgence shown by the Vendor/Developer/Promoter herein in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/Allottee shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/Allottee nor shall the same in any manner prejudice the right of the Vendor/Developer/Promoter herein.

**36 CUSTODY:**

This Agreement is prepared in two sets. One set will be with the Vendor/Developer/Promoter herein, the other set will be with the Purchaser/Allottee and both sets are treated as Originals by the Parties.

**37 ASSIGNMENT:**

The Purchaser/Allottee shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendor/ Developer/ Promoter herein. It is explicitly made clear that the Vendor/Developer/ Promoter herein is not obligated to give its consent for any assignment/ transfer by the Purchaser/Allottee as this contract is exclusive in nature. The Vendor/Developer/Promoter herein is not obligated to give its consent for any assignment/transfer till their primary sale of all Apartments is fully completed.

**38** It is also agreed that, in the event the Vendor/Developer/Promoter herein gives its consent for assignment/transfer of Purchaser's/Allottee's interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Purchaser/Allottee is/are required to comply and pay the total sale consideration under this agreement and further the Vendor/Developer/ Promoter herein shall be entitled to charge Rs.250/- (Rupees Two Hundred and Fifty Only) per Sq. Feet of the Schedule 'A' Apartment as their administrative charges and transfer fee for giving such consent.

**39** It is also made clear that the Purchaser/Allottee will not be able to assign his/her/their rights in parts/portions i.e., the Purchaser/Allottee will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. In the event of the Vendor/ Developer/Promoter here in granting such permission, the Purchaser/Allottee and his/her/their Assignee/Nominee ensures to execute the required documentation at their cost as advised by the Vendor/Developer/Promoter herein and pay the necessary taxes, duties that are associated with such transfer.

**40 INTERIOR WORK:**

All the interior related works that the Purchaser/Allottee may undertake upon his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/Allottee by the Vendor/Developer/Promoter herein without disturbing the structure like beams, columns etc. The Purchaser/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 9 A.M. and 6 P.M. The Vendor/Developer/Promoter herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/Allottee but originally carried out by the Vendor/Developer/Promoter herein. The Vendor/Developer/Promoter herein is not answerable for any thefts during the course of the interior works. The Interior works should be completed within 4 months from the date of handover. No person / interior worker shall be permitted to reside in the apartment/flat during the period of execution of interior works. If any damage is caused to the structures or facilities in the common areas and facilities in the project, the Purchaser/Allottee shall bear and pay the charges incurred by the Vendor/Developer/Promoter herein or the Association as the case may be towards undertaking repair of the same and the Purchaser/Allottee shall pay the amount as demanded by the Vendor/Developer/Promoter herein or Association as the case may be and the quantum of amount assessed for such repairs by the Vendor/Developer/Promoter herein or Association as the case may be, shall be final and binding on the Purchaser/Allottee.

In case the regular power is not available and if the Purchaser/Allottee insists for carrying out the interior works/wood works, the power charges as decided by the Vendor/Developer/Promoter are to be paid till the regular power is available through the meter. The Purchaser/Allottee agrees to pay an amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) as Caution Deposit at the time of taking the apartment for interiors/fit outs. The Vendor/Developer/Promoter holds the right to use the caution deposit to recover any losses or damages to the property and a prior notice with sufficient proof will be served by Vendor/Developer/Promoter for the same. In case of no damages being notices, this amount will be refunded without any interest upon completion of the interior works. The Purchaser/Allottee agrees to pay Rs.10,000/- (Rupees Ten Thousand Only) towards the Debris removal & other miscellaneous expenses at the time of taking over the apartment for interiors/fit outs. The Allottee/Purchaser agrees to abide by entry and exit rules in the complex with respect to carpenters and other men/workers; working on behalf of the Purchaser/Allottee during the course of carrying out of interior works.

- 41** It is further agreed that while executing and carrying out wood works, interior works within the residential flat at the cost of the Purchaser/Allottee, if any damage is caused to the works already executed by the Vendor/Developer/

Promoter either inside the Flat or in the common areas of the Complex, the Allottees/Purchasers shall be liable to pay such amount to the Vendor/Developer/Promoter which will be equivalent to the damage caused by the Purchasers/Allottee. In the event of the Purchaser/Allottee leave the dust and wastage un-removed at the time of interior works carried out by the Purchaser/Allottee, the Vendor/Developer/Promoter will get the same removed and in such an event, the Purchaser/Allottee shall pay the required labour charges as demanded by the Vendor/Developer/Promoter. Further the Purchaser/Allottee hereby agrees and undertakes to pay the power charges for electricity consumed at the time of interior works carried out by the Purchaser/Allottee for utilization of electricity.

- 42 The Vendor/Developer/Promoter herein reserves the right to retain/remove/ plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Schedule Project Land till the completion of the project. The Purchaser/Allottee has/have expressly given consent for variations and/or modifications as the Architect/Vendor/Developer/Promoter herein may consider necessary from time to time during the course of construction and during the period which the Vendor/Developer/Promoter herein undertakes the administration of maintenance of common areas, amenities and facilities subject to the required permissions from the authorities, subject to the condition that there will not be any material change in the apartment shown to the Purchaser/Allottee basing on which the decision of purchase has been made. The Architect and Vendor/Developer/Promoter herein is the final decision makers on these aspects and the Purchaser/Allottee shall not interfere or question the design, construction processes etc., implemented by the Vendor/Developer/Promoter herein.
- 43 The Vendor/Promoter/Developer herein has the right to instruct the Purchaser/Allottee to remit the installments payable under this Agreement with standing instructions to the bank accounts of the Vendor/Developer/Promoter herein which may be in the nature of Current Accounts/Over Draft Accounts/Loans Accounts/Escrow Accounts as the case may be and the Purchaser/Allottee agrees to confirm such compliance in writing in the manner as may be required to the Vendor/Developer/Promoter herein or their Bankers from time to time.
- 44 The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/Allottee would be on receipt of the Total Sale Consideration, Taxes and other amounts as applicable, from the Purchaser/Allottee and would be in the manner the Vendor/Developer/Promoter herein advises the Purchaser/Allottee.
- 45 Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/Allottee or Act of God do not fall under the scope of maintenance under defect liability. In case of disputes as to quantity or quality in the construction of Schedule 'A' Apartment, the decision of the Architect of the project is final and binding.



- 46** The Vendor/Developer/Promoter herein has decided to float a Corpus Fund for the entire High-Rise Multi-Storied Residential Apartment Complex which is payable by the ultimate Purchaser/Allottee, Land Owners/their successors of the residential Apartments/Flats, as the case may be, including the Purchaser/Allottee herein at the time of delivery of the possession of the Residential apartments/flats and such Corpus Fund is fixed at Rs.75/- per Sq. Feet of Saleable Area being proportionate contribution towards Corpus Fund. The Purchaser/Allottee herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Vendor/Developer/Promoter herein at the time of execution and registration of Sale Deed in his/her/their favour in respect of the Schedule 'A' Apartment. Such Corpus Fund will be governed and held initially by the Vendor/Developer/Promoter herein as a custodian and after the construction of Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the Purchasers/Allottees of the Apartments/Flats in the complex after its formation simultaneously along with the handing over of the administration, common areas and amenities to the association.
- 47** The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the Purchasers/Allottees/Owners of the Apartments/Flats in the entire Complex in the same proportion in which they contribute the monthly maintenance charges.
- 48** The Purchaser/Allottee shall pay to the Vendor/Developer/Promoter herein at the time of registration of Sale Deed, a sum of Rs.36/-per Sq. Ft. of saleable area of the apartment/flat as one-time payment towards "Advance Common Area Maintenance Charges" for an initial period of one year with effective from the date on which the Vendor/Developer/Promoter herein announces that the administration and maintenance of the Complex or phases of construction has become operational. If any point of time, during the period of above one year, if such onetime payment made towards advance common area maintenance charges are not sufficient to meet the expenditure to be incurred, the Purchaser/Allottees herein and all other Purchasers/Allottees/Owners shall pay such additional sums from time to time as per the demand made by the

Vendor/Developer/Promoter herein without raising any objection of whatsoever nature.

- 49 After the expiry of the initial period of one year, the Vendor/Developer/Promoter herein agrees to transfer the administration of maintenance of the common areas of the Complex to the Owners Association. However, upon expiry of the said initial period of one year, the Purchaser/Allottee herein and all other Purchasers/Allottees/Owners/Occupants of the Apartments/Flats in the project shall regularly pay proportionate monthly maintenance charges to the Owners Association.
- 50 The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Purchasers/Allottees/Owners/Occupants of all the Apartments in “**GEM NAKSHATHRA**” by paying user fees as prescribed by the Association and in the event of transfer of ownership of Schedule ‘A’ Apartment by the Purchaser/Allottee herein, such transferee will be automatically entitled to the benefits of the Club Area/Club Facilities/Amenities Area and its facilities and the transferor shall cease to be the member of the Club Area/Club Facilities/Amenities Block.
- 51 As long as the administration of maintenance of common areas, amenities and facilities are undertaken by the Vendor/Developer/Promoter herein, the Vendor/Developer/Promoter herein shall also undertake the administration of the Club House Facilities. It is further agreed that Vendor/Developer/Promoter herein either by itself or through an agency appointed by it can undertake administration of maintenance of Club Facilities and thereafter the activities of the Club House shall be run by the Owners’ Association as envisaged under this Agreement.
- 52 The Vendor/Developer/Promoter herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for establishment of various services and facilities etc. All the contracts to be entered by the Vendor/Developer/Promoter herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the Association to be formed among the owners of the Apartments/Flats to whom the Vendor/Developer/Promoter herein will hand over the Club House and its facilities as well as administration of maintenance of common areas, amenities and facilities.
- 53 Upon termination of this Agreement, the Purchaser/Allottee shall not have any claim/s over the Schedule ‘A’ Apartment and/or on the Vendor/Developer/Promoter herein. The Vendor/Developer/Promoter herein shall be entitled to deal with Schedule ‘A’ Apartment as it may deem fit for its benefit without any reference to Purchaser/Allottee.
- 54 The breakup of consideration provided in the clause 1.2 of this agreement is purely for the purpose of understanding and the total Sale Consideration

mentioned in the clause is towards full and final cost of the carpet area of the schedule A property.

- 55** The Vendor/Developer/Promoter herein, in view of the safety and security precautions and to ensure uninterrupted progress of the project, will decide the time, day and date for the purpose of site visit by the Purchaser/Allottee herein as per Clause 1.8(iv) and will communicate accordingly to the Purchaser/Allottee herein and the Purchaser/Allottee herein agrees for the same.
- 56** All charges, expenses, stamp duty, registration fee and legal/incidental expenses etc., towards execution and registration of this Agreement and the Sale Deed, at the rate as may be applicable on the date of registration of this Agreement and the Sale Deed of the said Apartment including documentation shall be borne by the Purchaser/Allottee only.

**57 ALLOTMENT OF CAR PARKING SLOTS:**

- 57.3 The car parking slots will be allotted by the Vendor/Developer/Promoter to the Purchaser/Allottee of flats through draw in a transparent and fair manner with advance notice to all the Purchaser/Allottee and such allotments will not be questioned/objected by the Purchaser/ Allottee. The Purchaser/Allottee/ Representative has to be physically present for such event or the Vendor/ Developer/Promoter shall pick one on behalf of the Purchaser/ Allottee.
- 57.4 The double car parking will be allotted on back to back basis only and these slot allocations may be in the Basement - 1 or Basement - 2 or Stilt as per the draw and the Purchaser/Allottee should not object/reject such allotment.

**58. REGISTRATION OF THE CLUB HOUSE:**

The proposed Club House shall be built by the Vendor/Developer/Promoter in the project "GEM NAKSHATHRA" on the designated Land with Built up Area of **13000 Sq. Ft.** In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the Club House in favour of the Association formed among the owners, the Landowners and the Vendor/Developer/Promoter herein undertakes to execute and register such Deed of Transfer in favour of the Association, the Purchaser/Allottee herein and all other Purchasers/ Allottees shall bear and pay the proportionate Stamp Duty and Registration Fee/Taxes payable in respect of such Deed of Transfer to be executed and registered in favour of the Association.

### **SCHEDULE 'PROJECT LAND'**

All that the land totally admeasuring Ac. 2.04 guntas out of Ac. 2-10½ Guntas in Sy. No. 1, mutated as 1/3A and 1/3AA in revenue records situated at Kokapet Village, the then Rajendranagar Mandal, now within the limits of Gandipet Mandal, Ranga Reddy District, Telangana is bounded by:-

NORTH	:	Bulkapur Nala.
SOUTH	:	Road.
EAST	:	Land in Survey No.1/3A.
WEST	:	Land in Survey No. 2

### **SCHEDULE 'A' - APARTMENT**

All that the Residential **Apartment No.** \_\_\_\_ on \_\_\_\_ **Floor** admeasuring \_\_\_\_\_ **Sq. Ft.** of saleable area which comprises of \_\_\_\_\_ **Sq. Ft.** of Carpet Area, exclusive Balcony/ies and Utility Area admeasuring \_\_\_\_ **Sq. Ft.**, Walls Area admeasuring \_\_\_\_ **Sq. Ft.** and Proportionate Common Area admeasuring \_\_\_\_\_ **Sq. Ft.** and undivided share admeasuring \_\_\_\_ **Sq.Yds** along with allotment of 02 car parking slots (one Back to Back) in the multi-storied Residential Apartment Complex known as "**GEM NAKSHATHRA**" being constructed on the Schedule Project land and the apartment is bounded by:

NORTH	:	
SOUTH	:	
EAST	:	
WEST	:	

**SCHEDULE 'B'**

(FLOOR PLAN OF THE APARTMENT NO. \_\_\_\_\_<sup>TH</sup> FLOOR)

### **SCHEDULE 'C' – PAYMENT PLAN**

The Total Sale Consideration for sale of Schedule 'A' Apartment is **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).**

The said sale Consideration of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** shall be payable by way of the following installments along with applicable GST

PAYMENT SCHEDULE		G.S.T BREAK-UPS		
S. No.	PARTICULAR / DETAILS	%	AMT	GST
1	Booking Advance at the time of Booking.	10%		
2	Margin Money within 15 Days from the Date of Booking.			
3	Margin Money within 21 Days From the Date of Booking.	10%		
4	Within 10 days from casting of <b>1<sup>st</sup> cellar slab</b> of respective block.	15%		
5	Within 10 days from casting of <b>4<sup>th</sup> floor slab</b> of respective block.	15%		
6	Within 10 days from casting of <b>9<sup>th</sup> floor slab</b> of respective block.	15%		
7	Within 10 days from casting of <b>12<sup>th</sup> floor slab</b> of respective block.	10%		
8	Within 10 days from casting of <b>14<sup>th</sup> floor slab</b> of respective block.	10%		
9	Within 10 days after completion of <b>flooring</b> of respective flat.	10%		
10	15 days before the registration date	5%		
<b>GRAND TOTAL</b>		<b>100 %</b>		

Apart from the above total sale consideration, the Purchaser/Allottee shall also be liable to pay the following amounts on the following heads at the time of execution and registration of sale deed.

CORPUS FUND & ADVANCE MAINTENANCE (PAYABLE TO THE ASSOCIATION)			
1	CORPUS FUND	75	
2	ADVANCE MAINTENANCE CHARGES (FOR 12 MONTHS @ Rs.3/- PER SQ. FEET PER MONTH)	36	
3	GST ON ADVANCE MAINTENANCE CHARGES @18% OR AS APPLICABLE		
(A)	CORPUS FUND + ADVANCE MAINTENANCE CHARGES + GST (PAYABLE ATLEAST 15 DAYS AHEAD OF REGISTRATION)		
CAUTION DEPOSIT (PAYABLE TO THE DEVELOPER DURING HANDOVER OF APARTMENT)			
1	REFUNDABLE CAUTION DEPOSIT		Rs.25,000/-
2	NON - REFUNDABLE CAUTION DEPOSIT		Rs.10,000/-
3	GST ON NON REFUNDABLE CAUTION DEPOSIT @ 18% OR AS APPLICABLE		RS.1800
(B)	TOTAL CAUTION DEPOSIT		36800

The payment should be made by way of Account payee cheque/Demand Draft favoring “**M/s GEM VIVENDAS PVT. LTD.**” payable at Hyderabad. In case of cheque returns, an amount of Rs.1000/- per each return will be charged as cheque return charges. Interest will accrue from the due date and company reserves right to initiate legal recovery measures.

**REGISTRATION CHARGES**– Stamp Duty, registration fee etc., at the time of Registration of this Agreement Of Sale and ultimate Sale Deed as per applicable laws in force is payable by PURCHASER/S.

**APPLICABLE TAXES:**

- A) GST @ 5% (Subject to change as per the rules/laws from time to time and payable along with each installment as mentioned in payment schedule) on total sale consideration.
- B) GST @ 18 % (Subject to change as per the rules/laws from time to time) on Advance Maintenance Charges.

### **SCHEDULE “D”**

#### **(SPECIFICATIONS, AMENITIES & FACILITIES WHICH ARE PART OF THE APARTMENT)**

##### **Structure**

RCC framed Structure      RCC framed Structure to withstand wind and Seismic loads

##### **Super Structure**

8” thick Solid/AAC Block work for external walls and 4” thick Solid/AAC Block work for internal walls

##### **Plastering**

Internal      Smooth finish in CM for walls and Ceiling/Gypsum plastering

External      2 Coats of plastering in CM for External Walls

##### **Painting**

External walls      2 coats of Exterior emulsion paint

Internal Walls      Smooth putty finish with 2 coats of premium Acrylic emulsion paint over a coat of primer

##### **Doors**

Main Door      Teak /Engineered Wood frame with flush shutter of melamine polish on both sides fixed with hardware of SS

Internal Doors      Hard wood/Engineered wood frame with flush shutter fixed with hardware of SS

French Doors      uPVC sliding door of single glazed unit complete with toughened clear glass with hardware and provision for mosquito mesh shutter

Windows      uPVC windows of single glazed unit complete with clear glass with hardware and provision for mosquito mesh shutter



**Flooring**

Living/Dining	800x800mm size double charged vitrified tiles
Master Bedroom	600x600mm size double charged vitrified tiles
Other Bedrooms	600x600mm size double charged vitrified tiles
Kitchen	600x600mm size double charged vitrified tiles
Staircase	Natural/Granite stone/marble
Corridors	Vitrified Tiles/Marble
Balcony	Wooden finish vitrified tiles/Ceramic
Utility	Antiskid ceramic of size 300x300mm
Kitchen Counter Top	Black Granite counter top with single bowl SS Sink
Toilets	Antiskid ceramic of size 300x300mm

**Dado**

Kitchen	Glazed designer Ceramic tile upto 2'-0" height on counter top.
Utility	Glazed designer Ceramic tile upto 2'-0" height
Toilets	Antiskid glazed ceramic tiles for walls and floor

Kitchen	Provision for connecting R.O System
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**CP & Sanitary Fixtures**

Wash Basin  
 Wall mounted EWC with concealed flush tank  
 Single lever fixtures with wall mixer-cum-shower  
 Provision for Geysers in all Bathrooms  
 All C.P & Sanitary fittings are of Chrome plated

**Electrical**

Power plug for cooking range, chimney, refrigerator, microwave ovens, mixer/grinder in Kitchen, Washing machine in utility Area

3-phase supply for each unit

Miniature designer modular electrical switches

**Telecom/I-net/ Cable TV**

Intercom facility, cable and internet provision in hall

**Air Conditioning**

Provision for Split A.C system for all Bed rooms and Hall

<b>Lifts</b>	High speed automatic passenger lifts and service with rescue device with V3F for energy efficiency  Lift fascia – cladding with combination of granite and vitrified tiles
<b>Security/Surveillance</b>	Solar powered security fence Boom Barrier at Main Entrance Gate CC TV Surveillance at main entrance
<b>WTP &amp; STP</b>	Fully treated water made available through an exclusive water softening and purification system.
<b>Generator</b>	100% D.G. set back-up with acoustic enclosure
<b>Parking</b>	All car parking slots and drive-ways are as designed by consultants
<b>Fire Safety</b>	Fire hydrants system (FHS) in all floors and fire sprinkler system in basement – Control panel will be kept at Main Security
<b>LPG Reticulation</b>	Provision of LPG reticulation system
<b>Waste Management</b>	Garbage chute will be provided for every floor level and centrally collected for better disposal.

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**SCHEDULE “E”****(SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT))**

<b>S. No.</b>	<b>ITEM</b>	<b>SPECIFICATIONS</b>
<b>1.</b>	<b>RAINWATER HARVESTING</b>	The rainwater from the terrace & open areas will be collected through rainwater pipes, which will be discharged into the rainwater pits to recharges the underground water.
<b>2.</b>	<b>GENERATOR</b>	100 % D.G backup with Acoustic enclosure
<b>3.</b>	<b>SECURITY</b>	Sophisticated round-the-clock security system. Solar fencing for boundary wall. Boom barrier for efficient traffic management. Surveillance cameras at the main security
<b>4.</b>	<b>GAS SUPPLY</b>	Provision for centralized gas supply to all Individual flats
<b>5.</b>	<b>WASTE MANAGEMENT</b>	Garbage chute is provided
<b>6.</b>	<b>COMPOUND WALL</b>	Compound wall shall be constructed all around the Building with solar fencing, wherever feasible.
<b>7.</b>	<b>UTILITIES/COMMON FEATURES</b>	STP of adequate capacity, treated water is used for landscaping & Flushing purpose. WTP: Domestic water will be supplied through water softening plant in premises. Entrance lounge Well Designed Landscaping area
<b>8.</b>	<b>CLUB HOUSE</b>	Lounge Provision for Crèche Conveyance Store Aerobics Gym Room Guest Rooms(2) Indoor Games Jogging Track Kids Pool Maintenance/Association Room Multi-purpose hall Swimming pool
<b>9.</b>	<b>OUT DOOR AMENITIES</b>	Children's play area AMPHI Theatre Yoga/Meditation Deck Multipurpose Lawns Skating Rink Basket Ball Practise Court

**ANNEXURE – A**  
**BRIEF FLOW OF TITLE OF THE SCHEDULE PROJECT LAND**

Whereas one Smt. Gangidi Shankamma having purchased land total admeasuring Ac. 4-21 Gts in Survey No. 1 situated at Koakpet from original Pattadar through a registered sale deed bearing document No. 971 of 1978 in turn gifted an extent of Ac. 2-10½ Gts thereof to the Land Owners hereto through aforesaid registered Gift Settlement Deed bearing document No. 1526/1987 dated 11<sup>th</sup> March 1987. Thus Land Owners 1 and 2 together became the absolute owners and possessors of Ac. 2-10½ Gts in Survey No. 1 and the same was mutated in revenue records with Survey No. 1/3A and 1/3AA of Kokapet Village.

Whereas Land Owners 1 and 2 are the absolute owners and Possessors of that entire land total admeasuring Ac. 2-10½ Gts in Sy. No. 1 with sub division No. 1/2 situated at Kokapet Village, Rajendranagar Mandal, R.R. District by virtue of a registered deed bearing No. 1526/1987 dated 11<sup>th</sup> March 1987 executed by Smt. Gangidi Shankamma

Whereas the Land Owners 1 and 2 being the owners and possessing of land admeasuring Ac. 2-10½ Gts in survey no. 1 transferred and alienated an extent of Ac. 0-6½ Gts to Sri P Chandrasekhar Reddy by way of Sale Deed bearing Document No. 3115/2017 dated 21.04.2017 registered at R.O Ranga Reddy District thus retaining Ac. 2-04 Gts to themselves.

Land Owners having regard to the nature of the said land and for more beneficial enjoyment of their respective extents and for optimizing the returns there from have decided to get the following extents thereof developed by throwing the same into a common pool of land by jointly entrusting the same to the Developer hereto. Thus the Land Owners 1 and 2 together agreed to entrust an extent of Ac. 2-04 Gts out of Ac. 2-10½ Gts in Sy. No. 1 hereinafter known and referred to as the **“SCHEDULED PROPERTY”**

Whereas the Developer is a company registered under the provisions of the Indian Companies Act. 1956 and is engaged in the business of development of properties and constructions of integrated gated communities. Thus the Developer has got sufficient experience and requisite expertise in construction of integrated independent group houses/villas/apartments.

The Land Owners 1 and 2 thus agreed to entrust the Schedule Property viz., contiguous land total admeasuring Ac. 2-04 Gts for development and the Developer is willing and agreeable to develop the Schedule Property. Accordingly the Land Owners and Developers entered into DAGPA vide document No.3345/2017 dated 22<sup>nd</sup> April, 2017 registered at SRO Serilingampally and subsequently entered into supplementary agreement .

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

**SIGNATURES OF PURCHASERS/ALLOTEES**

**SIGNATURES OF LANDOWNERS/VENDORS  
(Rep.by their G.P.A holder)**

**SIGNATURE OF VENDOR/DEVELOPER/PROMOTER**

**WITNESSES:**

1) Signature\_\_\_\_\_

Name\_\_\_\_\_

Address\_\_\_\_\_

2) Signature\_\_\_\_\_

Name\_\_\_\_\_

Address \_\_\_\_\_