ANNEXURE (See rule 38)

AGREEMENT OF SALE

This	Agreement	for	Sale	is	made	and	executed	on	this	the	 day	of	
	, 20	019	at Hyo	lera	ıbad by	and	between:						

- 1. M/s. S.M.R. BUILDERS PRIVATE LIMITED,
 - CIN No.U45200TG1993PTC015562, A Company registered under the Companies Act, 1956, having its registered office at SMR House, 5th Floor, Plot No.73, Nagarjuna Hills, Panjagutta, Hyderabad, represented by its Managing Director Sri.Saireddy Ram Reddy S/o. Late Sri Saireddy Malla Reddy, aged about 59 years Occ: Business, R/o. Vinay Nivas, Plot No.275, Road No.25, Jubilee Hills, Hyderabad-34.
- 2. Smt.MARKANI HAMSA RAO W/o. Late Sri.M.Parathpara Rao, aged about 63 years, Occ: House wife, R/o.H.No.2-2-23/9, Bagh Amberpet, SBH Bank Colony, Hyderabad.
- 3. Smt.BHATTIPROLU RAAJITHA W/o Sri.B.Purna Chander, aged about 40 years, Occ: Service, R/o Flat No.402, Harsha Towers, Motinagar, Hyderabad.
- **4. Smt.MARKANI KAVYA** D/o Late Sri.M.Parathpara Rao, aged about 36 years, Occ: Service, R/o H.No.2-2-23/9, Bagh Amberpet, SBH Bank Colony, Hyderabad.
- 5. Sri.P.RAMDAS GOUD S/o Sri.Chandraiah, aged about 46 years, Occ: Business, R/o Flat No.508, Pruthvi Mansions, H.No.1-2-30/31, Gaganmahal Road, Domalguda, Hyderabad.
- 6. Smt.P.UMA DEVI W/o Sri.P.Ramdas Goud, aged about 39 years, Occ: House wife, R/o Flat No.508, Pruthvi Mansions, H.No.1-2-30/31, Gaganmahal Road, Domalguda, Hyderabad.
- 7. Sri.P.VIKRAM KUMAR S/o Sri.P.Ramdas Goud, aged about 22 years, Occ: Student, R/o Flat No.508, Pruthvi Mansions, H.No.1-2-30/31, Gaganmahal Road, Domalguda, Hyderabad.
- 8. Smt.P.SATYAMMA W/o Sri.P.Chandraiah, aged about 69 years, Occ: House wife, R/o Jai Kesaram Village, Choutuppal Mandal, Nalgonda District.
- 9. Sri.M.BRAHMANANDA REDDY S/o Late Sri.M.Chandra Reddy, aged about 53 years, Occ:Business, R/o H.No.1-1-524, RR Arcade Apartments, Flat No.302, Gandhinagar, Musheerabad, Hyderabad.
- 10. Ms.M.SRAVYA REDDY D/o Sri.M.Brahmananda Reddy, aged about 21 years, Occ:Student, R/o H.No.1-1-524, RR Arcade Apartments. Flat No.302, Gandhinagar, Musheerabad, Hyderabad.
- 11. Smt.M.VINAYA LAKSHMI REDDY W/o Sri.M.Brahmananda Reddy, aged about 43 years, Occ:House wife, R/o H.No.1-1-524, RR Arcade Apartments. Flat No.302, Gandhinagar, Musheerabad, Hyderabad.
- 12. Sri M.SIVASENA REDDY S/o Sri.M.Brahmananda Reddy, aged about 25 years, Occ:Student, R/o H.No.1-1-524, RR Arcade Apartments. Flat No.302, Gandhinagar, Musheerabad, Hyderabad.
- 13. Sri M.LAKSHMA REDDY S/o Late Sri.M.Chandra Reddy, aged about 61 years, Occ: Business, R/o Flat No.504, H.No.8-3-236/1, Murali Krishna Enclaye, Yousufguda Main Road, Hyderabad.

- 14. Smt.M.PRAMILA DEVI W/o Sri.M.Lakshma Reddy, aged about 52 years, Occ: Business, R/o Flat No.504, H.No.8-3-236/1, Murali Krishna Enclave, Yousufguda Main Road, Hyderabad.
- 15. Sri.K.VENKATRAM REDDY S/o Sri.K.Narender Reddy, aged about 44 years, Occ: Business, R/o. Flat No.504, H.No.8-3-236/1, Murali Krishna Enclave, Yousufguda Main Road, Hyderabad.
- 16. Smt.K.MADHAVI W/o Sri.K.Venkatram Reddy, aged about 37 years, Occ: House wife R/o. Flat No.504, H.No.8-3-236/1, Murali Krishna Enclave, Yousufguda Main Road, Hyderabad.
- 17. Sri.K.NARENDER REDDY S/o Sri.K.Raghava Reddy, aged about 65 years, Occ: Agriculture, R/o H.No.5-6-530, NGO's Colony, Kama Reddy 503111.
- 18. Smt.K.SUJATHA W/o Sri.K.Narender Reddy, aged about 58 years, Occ:House wife, R/o H.No.5-6-530, NGO's Colony, Kama Reddy 503111.
- 19. Sri M.VAMSHI KRISHNA S/o. Sri.M.Lakshma Reddy, aged about 32 years, Occ: Business, R/o. Flat No.504, H.No.8-3-236/1, Murali Krishna Enclave, Yousufguda Main Road, Hyderabad.
- 20. Smt.M.HEMA KUMARI W/o Sri.M.Vamshi Krishna, aged about 32 years, Occ: Business, R/o. Flat No.504, H.No.8-3-236/1, Murali Krishna Enclave, Yousufguda Main Road, Hyderabad.
- 21. M/s. IMAX DEVELOPERS PRIVATE LIMITED

 A company incorporated under the Companies Act, 1956, having its registered office at Plot No.136, 137, Door No.8-4-17/127/B, Sairamnagar Colony, Karmanghat, Hyderabad, and represented by its Director Sri.D.RAMESH S/o Late Sri. D.S.Raju, aged about 46 years, Occ: Business, R/o. Hyderabad.
- 22. Smt.RAMA VEERLAPATI W/o Dr.V.Sudhakar, aged about 44 years, Occ: House wife, R/o H.No.5-6-4, Bottuguda, Nalgonda District.
- 23. Mrs.S.ARPITHA D/o Sri S.Amruthaiah, aged about 24 years, Occ: Student, R/o H.No.1-4-19/9, Street No.7, Habsiguda, Hyderabad.
- **24. Dr. K. PRABHAKER** S/o Sri K.Devadanam, aged about 48 years, Occ Business, R/o 14-65/1, Subhash Nagar, Alair, Nalgonda District.
- **25. Sri S.ABHILASH** S/o Sri.S.Amruthaiah, aged about 24 years, Occ: Student, R/o H.No. 1-4-19/9, Street No.7, Habsiguda, Hyderabad.
- **26.** Sri K.SHANT KUMAR REDDY S/o Sri.K.Narsa Reddy, aged about 58 years, Occ: Business, R/o. Flat No.202, Kaveri Enclave, Barkatpura, Hyderabad.
- 27. Sri D.HANUMANTH REDDY S/o Sri D.Baghi Reddy, aged about 47 years, Occ:Advocate, R/o. H.No.1-1-287/35, Chikkadpally, Hyderabad.
- **28.** Sri REPALA MADHAN MOHAN S/o Sri.Satyanarayana, aged about 52 years, Occ: Service, R/o H.No.6-4-162, Nagarjuna Colony Nalgonda District.
- 29. Smt. PRAGATHI RUDRANGI W/o Sri.Sateesh Kumar Rudrangi, aged about 30 years, Occ: Service, R/o. 4529, Brendra Drive, Floor Mound, Texas 75022 USA.
- **30.** Sri REPALA RAMA MURTHY S/o Sri.Satyanarayana, aged about 56 years, Occ. Business, R/o. 6-5-28/2, N.G. Colony, Nalgonda District.

For SMR BUILDERS RVT. LTD.

Managing Director

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OTE THE BALLDONS RMS NOT

- 31. **Dr.MANJULA** W/o Dr.D.V.Hanumanth Rao, aged about 47 years, Occ: Doctor, R/o. H.No. 20-20, Doctors Colony, Dharani Nursing Home, Miryalguda, Nalgonda District.
- **32. Miss G.SNEHA KIRAN** D/o. Sri G.Anjaiah, aged about 22 years, Occ: Student, R/o. H.No.9-31, Laxmi Nagar Colony, Road No.2, Kothapet, Hyderabad.
- **33. Sri KANCHARLA VINOD KUMAR** S/o. Sri K.Ramulu, aged about 57 years, Occ: Business, R/o. Flat No.G-3, Achuth Reddy Complex, Achuth Marg, Vidhyanagar, Hyderabad 500 044.
- **34. Smt. KANCHARLA KALAVATHI** W/o. Sri K.Vinod Kumar, aged about 54 years, Occ:Housewife, R/o. Flat No.G-3, Achuth Reddy Complex, Achuth Marg, Vidhyanagar, Hyderabad 500 044.
- **35. Sri.K.BHASKER** S/o.Sri.K.Devadanam, aged about 45 years, Occ:Business, R/o.H.No.12-1-1/A/39, Indiranagar, Lalapet, Secunderabad.
- **36. Sri.NUNE RAVI KUMAR** S/o Sri.Rangaiah, aged about 46 years, Occ:Service, R/o H.No.8-1-363, Kranthinagar colony, Gollaguda, Nalgonda District.
- 37. Sri.GALI RAJA REDDY S/o Sri.G.Chinnapa Reddy, aged about 45 years, Occ:Agriculture, R/o H.No.12-7-77/203, Jaya Lakshmi Complex, Mettuguda, Secunderbad.
- **38.** Smt.A.UDAYA LAKSHMI W/o Sri.P.Krishna Prasad, aged about 47 years, Occ: Business, R/o H.No.23, Venkatadrinagar Colony, Humayun nagar, Hyderabad -500028.
- **39.** Sri.VAMSHI KRISHNA VUJJINI S/o Sri.V.Muchap Rao, aged about 30 years, Occ: Service, R/o H.No.17-1-391/T/36, Saraswathi Nagar, Saidabad, Hyderabad 59.
- **40.** Smt.LAKSHMI VUJJINI W/o Sri.V.Muchap Rao, aged about 51 years, Occ: Business, R/o H.No.17-1-391/T/36, Saraswathi Nagar, Saidabad, Hyderabad 500 059.
- **41. Smt.KOLANUPAKA ANDALU** W/o Sri.K.Vijaya Bhaskar Rao, aged about 43 years, Occ: House wife, R/o H.No.6-2-811, Near H.P.Gas, Suryanagar Colony Road, Nalgonda- 508 001.
- **42. Ms.DASARI VASANTHI** D/o Sri.Dasari Sree Ramulu, aged about 32 years, Occ: Ph.D. Scholar, R/o H.No.6-3-67/B, Sachivalaya Nagar, Vanasthalipuram, R.R.District 500 070.
- **43. Smt.KALAVALA AJAY REDDY** S/o Sri.Kalavala Malla Reddy, aged about 34 years, Occ: Engineer, R/o Bhoomnagar, Peddapalli, Karimnagar District.
- **44. Sri.P.RAMA KRISHNA REDDY** S/o Sri.Gopal Reddy, aged about 55 years, Occ: Business. R/o H.No.1-10-40 & 47, Flat No.301, Sai Krupa Apartment, Street No.2, Ashoknagar, Hyderabad
- **45. Ms.K.PADMAMMA** D/o Sri.Seetha Reddy, aged about 43 years, Occ:House Wife, R/o H.No.16-11-405/90, SBI-Colony, Moosarambagh, Hyderabad-36.
- **46. Sri.VADIGI SATYANARAYANA** S/o Sri.V.V.Krishna Rao, age about 30 years, Occ: Service, R/o H.No.8-3-318/11/20/D, Flat No.101, Sri Durga Enclave, Jayaprakashnagar, Yellareddyguda, Hyderabad-78.
- **47. Smt.PATEL SHANTHA** W/o Sri.Patel Tirupathi Reddy, aged about 48 years, Occ: House Wife, R/o H.No.2-2-55/2, Brahmanwadi, Narayanpet, Mahaboobnagar District.
- **48. Smt.KAZA LAKSHMI KANTHAM** W/o Sri.Kaza Rama Krishna Prasad, aged about 58 years, Occ: House Wife, R/o H.No.12-2-709/C/10, Padmanabhanagar Colony, Hyderabad 500 028.

 For SMR BUILDERS PVT. LTD.

- **49. Sri.ANDEM MAHIPAL REDDY** S/o Sri.Raghava Reddy, aged about 56 years, Occ: Service, R/o Plot No.66, Snehanagar Colony, Road No.8, Habsiguda, Hyderabad -500 007.
- **50. Smt.DEEPA GARG** W/o Sri.Anil Kumar Garg, aged about 47 years, Occ: House Wife, R/o Flat No.401, SMR Residency, Street No.10, Himayathnagar, Hyderabad.
- **51.** Sri.SUBASH CHANDRA DHANUKA S/o Sri.Hanuman Das, aged about 40 years, Occ: Serrvice, R/o Flat No.202, Gagan Par Line, D.V Colony, Secunderabad.
- **52. Sri.A.SANDEEP** S/o. Sri.A.Venu Gopal, aged about 25 years, Occ: Service, R/o H.No.9-2-37, J.P.N Road, Warangal-506002.
- **53. Sri.K.PAVAN KUMAR** S/o Sri.K.Ramulu, aged about 25 years, Occ: Service, R/o H.No.12-2-86, Pinnavari Street, Warangal-506002.
- **54. Sri.S.SRINIVAS** S/o. Sri.Rajaiah, aged about 37 years, Occ: Service, R/o H.No.3-74/2, Kothapally Village, Jammikunta Post, Karimnagar District.
- **55. Smt.P.KANAKA LAXMI** W/o Late Sri.P.Ramulu, aged about 55 years, Occ. Service, R/o.H.No.11-3-664/19, Sanjeevapuram, Parsigutta, Secunderabad.
- **56. Smt.P.V. RAMANAMMA** W/o. Sri.Venkatanarayana, aged about 55 years, Occ: House Wife, R/o Flat No.103, Akhila Apartments, Street No.8, Habsiguda, Hyderabad-500007.
- 57. Smt.DIPTI J.AHUJA W/o Sri.Jagdish Ahuja, aged about 38 years, Occ: House Wife, R/o Flat No.108, Varun Sargam Villa, Behind Katriya Hotels & Towers, Opp: MercedesBenz Service Centre, Rajbhavan Road, Somajiguda, Hyderabad-500082.
- **58. Smt.KOMAL S.AHUJA** W/o Sri.Ahuja Suresh, aged about 47 years, Occ: HouseWife, R/o Flat No.404, SMR Residency, Street No.10, Himayath Nagar, Hyderabad-29.
- **59. Kum.POKURI AISWARYA** D/o Sri.Pokuri Hara Gopal, aged about 22 years, Occ: Student, R/o 22, Bapujinagar, Near Model Gas Godown, New Bowenpally, Secunderabad.
- **60. Sri.G.KRISHNA MURTHY** S/o Sri.Venkata Subbaiah, aged about 70 years, Occ: Retired, R/o Udyoganagar Colony, Hyderabad.
- **61. Sri.CH.SATYANARAYANA** S/o Sri.Koteswara Rao, aged about 46 years, Occ: Service, R/o Udyoganagar Colony, Hyderabad.
- **62. Smt VANDANAPU PADMAJA** W/o. Sri Ashok, aged about 43 years, Occ: House Wife, R/o. H.No.14-22/22/A, Srinivasapuram, Hyderabad.
- 63. Sri P.PANDURANGA RAO S/o. Sri P.Narayana Rao, aged about 68 years, Occ: Retired, R/o.H.No.8-2-120/110/1/2/A, Road No.14, Banjara Hills, Hyderabad.
- **64. Sri G.VENU MADHAV** S/o. Sri G.C. Hanumantha Rao, aged about 39 years, Occ: Service R/o. H.No.6-3-1090/A/9, Raj Bhavan, Somajiguda, Hyderabad.
- 65. Smt VALLABHANENI SREE VIDYA W/o. Sri V.Rajendra Kumar, aged about 38 years, Occ: House Wife, R/o. H.No.12-2-709/C/10, Padmanabhanagar Colony, Near Rethibowli, Hyderabad.
- **66. Smt.P.SAROJINI DEVI** W/o.Sri.P.Butcha Reddy, aged about 64 years, Occ:House wife, R/o. Flat No.102, Srinilaya Towers, Erramanzil, Hyderabad 500 082.
- 67. Smt.S.ANITHA W/o. Sri.S.V.Ramprasad, aged about 43 years,Occ:Agriculture, R/o Plot No.248, Road No.18, Jubilee Hills Co-Operative Society, Jubilee Hills, Hyderabad 500 034.

For SMR BUILDERS PYT. LTD.

Managing Director

- **68. Smt.D.SHARADA RAJU** W/o Sri.D.V.A.Raju, aged about 48 years, Occ:Business, R/o 304, Sri Dattasai Towers, Road No.1, Banjara Hills, Hyderabad 500 034.
- **69. Smt.A.PADMAVATHI** W/o Sri.A.Ravi Kumar, aged about 43 years, Occ:House wife, R/o H.No.1-1-686/B/1, Gandhinagar, Hyderabad.
- 70. Smt.SARA KHAN W/o Sri.Majid Hussain Khan, aged about 37 years, Occ: House wife, R/o H.No.17-9-128/2, Kurmaguda, Saidabad, Hyderabad.
- 71. Smt.Y.ASMEEN KHAN W/o Sri.Javid Hussain Khan, aged about 39 years, Occ:House wife, R/o H.No.10-4-34/1/1, Humayun Nagar, Masab Tank, Hyderabad.
- 72. Sri.MAJID HUSSAIN KHAN S/o Late Sri.Abid Hussain Khan, aged about 44 years, Occ:Business, R/o H.No.17-9-128/2, Kurmaguda, Saidabad, Hyderabad.
- 73. Sri.JAVID HUSSAIN KHAN W/o Late Abid Hussain Khan, aged about 49 years, Occ:Business, R/o H.No.17-9-128/2, Kurmaguda, Saidabad, Hyderabad.
- 74. Smt SHABANA PARVEEN W/o Sri Mir Arshad Ali, aged about 40 years, Occ: House Wife, R/oH.No.6-3-602/B, Hill Top Colony, Khairatabad, Hyderabad.
- 75. Sri.P.RAMESH BABU S/o Sri.P.Soma Sekhara Rao, aged about 52 years, Occ: Service, R/o Flat No.502, H.No.2-2-16/3 to 5, A Row, DD Colony, C.E.Colony, Bagh Amberpet, Hyderabad.
- **76.** Sri.M.SREENIVASA REDDY S/o Sri.M.C.V.Subba Reddy, aged about 48 years, Occ: Service, R/o Flat No.102, Sri Vijaya Krishna Residency, H.No.218/B, B.K.Guda, S.R.Nagar, Hyderabad -38.
- 77. Sri.DINESH BHATNAGAR S/o Sri.G.S.Bhatnagar, aged about 45 years, Occ:Business, R/o 571 A Woodbury Rd, Plainview, NY 11803.
- **78.** Sri.DANDU PRITHVI RAJU S/o Sri.Dandu Ramkrishna Raju, aged about 52 years, Occ:Business, R/o 35 Scot St Dix Hills N.Y.11746.
- 79. Smt. TARANUM FATIMA D/o Sri.Waheed Ahmed Khan, aged about 32 years, Occ:Housewife, R/o H.No.17-9-118/A, Kurmaguda, Saidabad, Hyderabad.
- **80. Dr.KANCHI VASUDEVAN** S/o Sri.Kanchi Devarajulu, aged about 38 years, Occ: Service, R/o H.No.6-3-67/B, Sachivalaya Nagar, Vanasthalipuram, R.R.District 500 070.
- 81. Ms.SWETHA D/o Sri.C.Somi Reddy, aged about 27 years, Occ: Student, R/o Flat No.101, Sai Krupa Apartments, H.No.1-10-40/47, Ashok Nagar, Hyderabad.
- **82. Smt.P.LAKSHMI PADMA** W/o Sri Ramaiah, aged about 43 years, Occ:House wife, R/o Flat No.402, J.K.M., H.No.3-6-573, Himayathnagar, Hyderabad 500 029.
- **83. Sri.D.VASUDEV** S/o Sri.D.Sree Ramulu, aged about 36 years, Occ: Service, R/o.21, HIBISCUS WAY, NASHUA NH 03062, USA.
- 84. Sri.VIJAY AHUJA S/o Sri.Amarlal J.Ahuja, aged about 33 years, Occ. Business, R/o H.No.8-2-616/S/2/2, Behind Springfields School, Road No.11, Banjara hills, Hyderabad.
- **85. Sri.NARESH KUMAR UPPERPALLI** S/o Sri.U.Ram Reddy, aged about 36 years, Occ: Private Employee, R/o H.No.3-10-95/B, Gokhalenagar, Ramanthapur, Hyderabad 500 013.
- 86. Sri.DEEPAK S. AHUJA S/o Sri.Suresh J.Ahuja, aged about 27 years, Occ: Business, R/o F.No.404, 4th Floor, SMR Residency Street, No.101 Himayathmagar Phyderabad 500 029.

- 87. Smt.ANJALI S.AHUJA W/o Sri.Shrichand Ahuja, aged about 40 years, Occ: House wife, R/o F.No.101, Bhandari Residency, H.No.6-3-1217/1218, Kundanbagh, Begumpet, Hyderabad-16.
- 88. Sri.P.NIRANJAN REDDY S/o Sri.P.Srikanta Reddy, aged about 33 years, Occ. Service, R/o 002, BILDOW MEADOWS, Jagadishnagar, Bangalore.
- 89. Smt.K.PRAVEENA REDDY W/o Sri.G.Udayendhar Reddy, aged about 34 years, Occ: Service, R/o H.No.10-3-311/22, Flat No.C4, Castle hills, Road No.2, Humayunnagar, Hyderabad.
- **90.** Sri.M.ANANTH KUMAR S/o Sri.M.Mohan Rao, aged about 37 years, Occ. Business, R/o H.No.22-6-614, Miralam Mandi, Hyderabad 2.
- 91. Sri.BEERAM VENKATESWARA REDDY S/o Sri.Konda Reddy, aged about 56 years, Occ. Agriculture, R/o Parlapadu Village, Raju Palem Mandal, Kadapa District.
- **92. Sri.K.SATHYAVARDHAN REDDY** S/o Sri.K.Govardhan Reddy, aged about 37 years, Occ: Service, R/oH.No.1-10-40 & 47, Flat No.102, Sai Krupa Apartments, Street No.2, Ashoknagar, Hyderabad 20.
- 93. Sri.K.VIKRAM REDDY S/o Sri.K.Govardhan Reddy, aged about 39 years, Occ: Service, R/oH.No.1-10-40 & 47, Flat No.102, Sai Krupa Apartments, Street No.2, Ashoknagar, Hyderabad 500 020.
- 94. Sri.MUNAGALA KAMALAKAR RAO S/o Sri.M.Narayana Rao, aged about 51 years, Occ: Service, R/o.H.No.5-6-10/668, Vaidehinagar, Vanasthalipuram, Hyderabad.
- 95. Sri.T.KRISHNA GOUD S/o Late Sri.T.Sambiah Goud, aged about 44 years, Occ: Business, R/o Plot No.29, L.I.C.Officers Colony, Sikh Village, Bowenpally, Tarbund, Secunderabad 500 009.
- 96. Smt.T.SUDHA KRISHNA GOUD W/o. Sri.T.Krishna Goud, aged about 40 years, Occ: Housewife, R/o Plot No.29, L.I.C.Officers Colony, Sikh Village, Bowenpally, Tarbund, Secunderabad -9.
- 97. Dr.KISHORE KUMAR DASARI S/o.Sri Seshagiri Rao Dasari, aged about 48 years, Occ:Doctor, R/o. Srinivas Colony, Pedanandipadu, Guntur District.
- 98. Sri.M.PRABHAKAR S/o Sri.Sangappa, aged about 41 years, Occ: Service, R/o. H.No.4-58, Shankarampet, Medak District.
- 99. Sri.V.SRINIVAS REDDY S/o Sri.V.Anantha Reddy, aged about 44 years, Occ: Business, R/o H.No.1-1-4/5, Jawaharnagar, RTC X Roads, Hyderabad 500 020.

Vendors Nos.2 to 99 are represented by their General Power of Attorney holder Vendor No.1 M/s.SMR Builders Pvt. Ltd., represented by its Managing Director Sri Saireddy Ram Reddy S/o Late Sri.Saireddy Malla Reddy, aged about 59 years, Occ. Business, R/o. Plot No.275, Road No.25, Jubilee Hills, Hyderabad-34.

Hereinafter referred to as the "VENDORS / PROMOTER"

(Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) as party of the FIRST PART)

AND Sri._____ S/o. Sri._____, Aadhaar No._____, aged about ____ years, Occ: _____, R/o. _____. PAN ._____ For SMR BUILDERS PVT. LTD.

Managing Director

Hereinafter called the "VENDEE / ALLOTEE"

(which expression shall unless repugnant to the context or meaning there of be deemed to mean and include his heirs, executors, administrators, successors, interest and permitted assigns).

IN RESPECT OF

Flat No	consisting	Sft of Carpet Area, _	Sft of Balcor	ny, in Floor	in
Block	()	along with	sft of common	area in Phase-II	in
"SMR VINA	AY BOULDER	WOODS" along with	undivided share	of land admeasuri	ng
Sq.Yar	ds in Ac.6-02 Gts	s out of total land adm	easuring Ac.11-25	Guntas equivalent	to
56,265 Sq.Ya	ards in Sy.Nos.13	3/A, 13/AA, 13/AA/2,	13/AA/3, 13/AA/4	4, 13/AA/5, 13/AA	/6,
13/AA/7, 13	/AA/8, 13/AA/9,	13/AA/11, 13/AA/12	2, 13/AA/16 and	13/AA/17 situated	at
Bandlaguda .	Jagir Village, Ga	ndipet Mandal, Ranga	Reddy District, v	which is more clea	rly
described in '	SCHEDULE B	' PROPERTY " herei	ınder.		

WHEREAS the Vendors No.1 to 99 are the absolute owners and possessors of land admeasuring Ac.11-25 Guntas equivalent to 56,265 Sq.Yards in Sy.Nos.13/A, 13/AA, 13/AA/2, 13/AA/3, 13/AA/4, 13/AA/5, 13/AA/6, 13/AA/7, 13/AA/8, 13/AA/9, 13/AA/11, 13/AA/12, 13/AA/16 and 13/AA/17 situated at Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District. Hereinafter called the "SCHEDULE 'A' PROPERTY".

VENDOR NO.1.SMR BUILDERS PVT. LTD., 23,227 Sq.Yards.(Ac.4-31.96 Gts)

WHEREAS Vendor No.1 is the absolute owner and possessor of land admeasuring Ac.4-31.96 gts equivalent to 23,227 Sq.Yards and same have been acquired from various land owners through registered sale deeds as mentioned below:

SL. No.	Sale Deed No.	Dated	Purchased from	Extent purchased	Left over land after sale in Sq.Yds
1	1566/2008	19/04/2008	Sri K.Harishanker Goud and 3 others	Ac.0-25 gts	3,025
2	939/2011	31/07/2010	Sri K.Harishanker Goud and 3 others	Ac.1-00 gts	4,840
3	2016/2008	21/05/2008	M/s.Sneha Educational Development Society	Ac.1-00 gts	4,840
4	833/2009	13/04/2009	Sri B.Gnaneshwar	Ac.0-22 gts	2,662
5	792/2008	25/02/2008	Smt.B.Vijaya Laxmi	Ac.0-20 gts	-
6	1477/2008	16/04/2008	Sri B.Gnaneshwar	Ac.0-20 gts	78
7	416/2007	03/11/2007	M/s.SMR Builders Pvt. Ltd. and Sri M.Lakshma Reddy	Ac.2-15 gts	782
8	1334/2008	03/04/2008	Smt.B.Vijaya Laxmi	Ac.0-20 gts	147
9	829/2009	09/04/2009	Smt.B.Vijaya Laxmi	Ac.0-18 gts	2178
10	2832/2012	30/06/2012	Sri Thirumala Rao Nellutla	Ac.0-10 gts	1210
11	2833/2012	30/06/2012	Sri Kamal Manohar Rao Nellutla	Ac.0-10 gts	1210
12	2982/2013	30/06/2012	Sri.Venkatdri Nellutla For SMR BUILDI	Ac.0-03 gts.	363

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				Total	23,227 Sq.Yds
19	2216/2013	23/03/2013	Sri Surabhi Satish Kumar	121 Sq.yds	121
18	2215/2013	23/03/2013	Smt.Surabhi Chenchu Lakshmamma	121 Sq.yds	121
17	647/2013	01/02/2013	Sri.Chitneni Kishen Rao, Smt.Paidipelly Anitha and Sri Rangineni Naveen Kumar	300 Sq.yds	300
16	5776/2012	28/11/2012	Sri.P.Ramchander Rao, Sri.P.Devender Rao and Smt. P.Sunitha	300 Sq.yds	300
15	5472/2012	15/11/2012	Sri.T.Srirama Rao & Smt. P.Sandhya	300 Sq.yds	300
14	2908/2012	05/07/2012	Smt. G.Samyuktha	500 Sq.yds	500
13	2907/2012	05/07/2012	Sri Katta Mohan Rao	250 Sq.yds	250

WHEREAS the Vendor Nos.2 to 99 are the absolute owners and possessors of land admeasuring 33, 038 Sq.Yards equivalent to Ac.6-33.04 Guntas in Sy.Nos.13/A, 13/AA, 13/AA/2, 13/AA/3, 13/AA/4, 13/AA/5, 13/AA/6, 13/AA/7, 13/AA/8, 13/AA/9, 13/AA/11, 13/AA/12, 13/AA/16 and 13/AA/17 situated at Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District and same have been purchased by them through registered sale deeds for a valuable sale consideration from various land owners.

WHEREAS the Vendor Nos.2 to 99 with an intent to develop their land admeasuring 33, 038 Sq.Yards equivalent to Ac.6-33.04 Guntas, which is part of schedule property and offered the same for construction of residential buildings to Vendor No.1/Developer herein by executing various registered Development Agreements Cum General Power of Attorney.

The details of Sale Deeds belong to Vendor Nos. 2 to 99 and Development Agreements

Cum General Power of Attorney

entered with M/s. SMR Builders Private Limited, Vendor No.1 herein

Sl.No	VENDOR	Sale Deed No.& Date	DAGPA No. & Date	Extent in Sq.Yards
1	Vendor No.2 to 4 (Legal heirs of Late Sri M.Parathpara Rao)	406/2007 dt.3/11/2007	502/2007 dt.12/12/2007	1210
	will arampara Raoy	407/2007 dt.3/11/2007	503/2007 dt.12/12/2007	1210
2	Vendor No.5	408/2007 dt.3/11/2007	505/2007 dt.12/12/2007	1210
3	Vendor No. 6 to 8	410/2007 dt.3/11/2007	504/2007 dt.12/12/2007	1210
4	Vendor No. 9 and 10	409/2007 dt.3/11/2007	438/2007 dt.6/11/2007	1210
5	Vendor No.11 and 12	411/2007 dt.3/11/2007	437/2007 dt.6/11/2007	1210

For SMR BUILDERS PVT. LTD.

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				Sq.Yds
24	Vendor No.97 to 99	3365/2008, 3370/2008 & 3371/2008 dt.27/08/2008 4471/2008(rectification) dt.15/12/2008	1050/2009 dt.28/03/2009	33038
	N. A. S.	& 3366/2008 dt.27/08/2008	&1050/2009 dt.28/03/2009	150
		1721/2008 to 1725/2008 dt.30/04/2008 2889/2008 dt.25/07/2008		
		dt.05/07/2008, 2890/2008 dt.25/07/2008 &	dt.25/07/2008	
23	Vendor No.80 to 96	2608/2008 to 2616/2008	3951/2008	2400
22	Vendor No.79	2491/2008 dt.26/6/2008	1	
20	Vendor No.78	2488/2008 dt.26/6/2008 2489/2008 dt.26/6/2008	2492/2008 dt. 26/6/2008	450
19	Vendor No.76	1824/2008 dt.9/5/2008	1825/2008 dt. 9/5/2008	300
18	Vendor No.75	1814/2008 dt. 8/5/2008	dt.8/5/2008	
10	V. J. N. 75	1850/2008 dt. 09/05/2008	1815/2008	242
17	Vendor No.66 to 74	1841/2008 to 1845/2008 and 1847/2008 to	2234/2008 dt.9/5/2008	1321
16	Vendor No.42 to 65	369/2008 to 389/2008 dt. 29/01/2008	946/2008 dt.29/01/2008	4598
15	Vendor No.39 to 41	3367/2008 to 3369/2008 dt.27/8/2008	795/2009 dt.20/03/2009	425
14	Vendor No.38	2304/2004 dt.12/06/2008	2307/2008 dt.12/06/2008	100
		2030/2008 dt.22/05/2008	2996/2013 dt.30/03/2013	242
13	Vendor 35 to 37	1932/2008 dt.16/05/2008	1933/2008 dt.16/05/2008	363
12	Vendor No.28 to 34	655/2007 dt.22/11/2007	662/2007 dt.22/11/2007	2178
11	Vendor No.22 to 27	654/2007 dt.22/11/2007	689/2007 dt.24/11/2007	2299
10	Vendor No.21	417/2007 dt.3/11/2007	653/2007 dt.22/11/2007	3025
9	Vendor No.19 & 20	415/2007 dt.3/11/2007	433/2007 dt.6/11/2007	1815
8	Vendor No.17 and 18	414/2007 dt.3/11/2007	435/2007 dt.6/11/2007	1815
7	Vendor No. 15 & 16	413/2007 dt.3/11/2007	434/2007 dt.6/11/2007	1815
6	Vendor No.13 and 14	412/2007 dt.3/11/2007	436/2007 dt.6/11/2007	1815

For SMR BUILDERS PVT. LTD.

WHEREAS the Vendor Nos.43, 65, 69, 77, 78, 83, 85, 93 and 97 have executed ratification deeds to Development Agreement Cum General Power of Attorney in favour of Vendor No.1 herein in respect of their share of land in schedule property and details of Ratification Deeds are as follows:

Sl.No.	Name the Vendor	GPA Holder	DAGPA Doct.No.	Ratification Doct. No.	Extent in Sq.Yds
1	Smt.A.Padmavathi	D.V.A. Raju	2234/2008 dt.9/5/2008	3098/2013	150
2	Dinesh Bhatnagar	D.V.A. Raju	2492/2008 dt.26/6/2008	1868/2013	150
3	D.Pruthvi Raju	D.V.A. Raju	2492/2008 dt.26/6/2008	1867/2013	150
4	D.Vasudev	D.Sreeramulu	3951/2008 dt.25/7/2008	6547/2013	150
5	Upperpelli Naresh Kumar	Uppperpelli Ram Reddy	3951/2008 dt.25/7/2008	4078/2013	150
6	K.Vikram Reddy	K.Satyavardhan Reddy	3951/2008 dt.25/7/2008	4791/2013	150
7	Dasari Kishore Kumar	Dasari Lakshmi Sriram Prasad	1050/2009 dt.28/3/2009	14326/2013	150
8	K.Ajay Reddy	K.Malla Reddy	946/2008 dt.29/1/2008	14327/2013	484
9	Vallabhaneni Sree Vidya	Kaza Ramakrishna Prasad	946/2008 dt.29/1/2008	5414/2013	121

WHEREAS with the effect of the aforesaid Sale Deeds and Development Agreements cum GPAs, the size of the total project is increased to 56,265 Sq.Yards equivalent to Ac.11-25 Guntas in Sy.Nos.13/A, 13/AA, 13/AA/2, 13/AA/3, 13/AA/4, 13/AA/5, 13/AA/6, 13/AA/7, 13/AA/8, 13/AA/9, 13/AA/11, 13/AA/12, 13/AA/16 and 13/AA/17 situated at Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District.

WHEREAS, the Developer M/s.SMR BUILDERS PRIVATE LIMITED is a Company incorporated under the Companies Act, 1956 and carrying on the Business of Civil constructions of Commercial, Residential Buildings and Apartments etc.

WHEREAS, due to operational convenience, all the Parties involved in the project and have proposed to develop the project under a phased manner.

WHEREAS the Vendor No.1/Developer obtained building permission from the Hyderabad Metropolitan Development Authority, HMDA vide Sanction No.Lr.No.006961/SKP/R1/U6/HMDA/08012018 dated 08-03-2019 and from Gram Panchayat, Bandlaguda Jagir Village vide Permission No.GP/BGJ/BP/122/2019 dated 08-04-2019 for construction of multi storied Residential building by name "SMR VINAY BOULDER WOODS" consisting of Block-A (2 Cellar + 1stilt + 16 Upper Floors) & Block-B (2 Cellar + 1 Ground + 11 Upper Floors) & Club House (1 Ground + 6 Upper Floors) in land extent Ac.6-02 Guntas equivalent to 29,282 Sq.Yards out of total land

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13/AA/3, 13/AA/4, 13/AA/5, 13/AA/6, 13/AA/7, 13/AA/8, 13/AA/9, 13/AA/11, 13/AA/12, 13/AA/16 and 13/AA/17 situated at Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District. WHEREAS as per the Development Agreements the Flats/ Built-up areas has been mutually shared between the Vendor Nos.1 to 99 and Vendor No.1 M/s.SMR BUILDERS PRIVATE LIMITED and this Particular Flat No. ___ in Block ___ (_____) in Phase-II in "SMR VINAY BOULDER WOODS" falls to the share of Vendor No.1. WHEREAS the Vendors are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendors regarding the schedule property on which project is to be constructed have been completed. WHEREAS the Vendors agree and undertake that they shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable. WHEREAS the Vendors have registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on ____ under registration No._ WHEREAS the Vendee had applied for an apartment/flat in the project vide application No. dated and has been allotted Flat No. having carpet area of _____ sft, exclusive verandahs, balconies, terrace area of _____sft, totally having a saleable area of _____ Sft type ____ on ____floor in Block ____ along with garage/covered parking No.____ admeasuring _____ sft in the _____, as permissible under the applicable law and of pro rata share in the common areas as (Common Areas) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Flat' more particularly described in Schedule B). WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual and obligations detailed herein. Further Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notification, etc applicable to the Project. WHEREAS in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agreed to sell Sq.yards of undivided share of land admeasuring Ac.6-02 Guntas out of total land admeasuring Ac.11-25 Guntas and bearing Flat No.___ consisting ____ Sft of Carpet Area, ____ Sft of Balcony, in ____ Floor in Block ___ (____) along with Proportionate cost of infrastructure and ___ car parking space bearing No.___ in ___ Floor and sft of Common Area in Phase-II in "SMR VINAY BOULDER in Sy.Nos.13/A, 13/AA, 13/AA/2, 13/AA/3, 13/AA/4, 13/AA/5, 13/AA/6, 13/AA/7, 13/AA/8, 13/AA/9, 13/AA/11, 13/AA/12, 13/AA/16 and 13/AA/17 situated at Bandlaguda Jagir Village, Gandipet Mandal, Rangas Reddy District, to the Vendee for a sale

extent Ac.11-25 Guntas equivalent to 56,265 Sq. Yards in Sy.Nos.13/A, 13/AA, 13/AA/2,

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consi	deration of Rs	/- (Rupees	Only), Rs	/- (Rupees	only)
			Only) towards the		*
Vend	ee hereby accepted a	and agreed to pur	chase the same for a	total Sale Consid	leration of
Rs	/- (Rupees	Only) al	ong with the other con	nditions mentioned	i below:-
NOW	THEREFORE, i	n consideration	of the mutual re ntained herein and	presentations, co	ovenants,
	deration, the Parties			other good and	Valuation
1. 1	TERMS:				
		ditions as detailes	l in this Agreement, tl	he Vendors agreed	to sell to
•			urchase, the Flat as sp		. 10 5011 10
tile ver	idoo and me vendee i	moreof agrees to b	ar •1.000 •, m.o 1 100 02 or		
			leable area is		_ (Rupees
	only ("Total Pric	:e"). 			
Block/B	uilding/Tower no	ı	Late of Apartment per	square feet*	
	-				
Apartme	ent no.				
Type _					
Floor _					
Total pr	ice (in rupees)	_			
	Covered parking – 1		rice for 1		
Garage/	Covered parking – 2		rice for 2		
Total pr	ice (in rupees)				
			peesOnly) t		
		consideration for t	he Schedule of Flat ar	nd Vendors ackno	wleage the
	ame.			C D	/ (D)
B) T			ance sale consideration		
_		Vendors as per th	e "Payment Schedule	mentioned hered	maer;
]	Explanation:				
(i)	The Total Price a Vendors towards the		e booking amount p	oaid by the Vend	ee to the
(ii)	Vendors by way connection with the name called) up to the Vendee and the the case may be, at is any change / no Vendee to the ve	of GST or any e construction of the date of hands project to the assetter obtaining the chodification in the vendors shall be ided further that it	other similar taxes the Project payable be ling over the possession ociation of Vendee or completion certificate taxes, the subseque increased/reduced of there is any increase	which may be y the Vendors, by ion of the apartment the competent au : Provided that in the amount payable based on such in the taxes after	levied, in whatever ent/plot to thority, as case there old by the change /
		F	or SMR BUILDERS I	O' LIU.	
					Page 12

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 Vendee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Vendee as per actual over and above the total price.

- The Vendors shall periodically intimate in writing to the Vendee, the amount payable (iii) as stated in (i) and (ii) above and the Vendee shall make the payment demanded by the Vendors within the time and in the manner specified therein. In addition, the Vendors shall provide to the Vendee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- The Total Price of the Apartment includes recovery of price of land, construction of (iv) [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, and fire detection and firefighting equipment (as per law) in the Common Areas, maintenance charges 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.
- The Total Price is escalation-free, save and except increases which the Vendee hereby 1.3 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 Vendors undertakes and agrees that while raising a demand on the Vendee for increase in development charges, cost/charges imposed by the competent authorities, the Vendors shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Vendee, 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 Vendee.
- The Vendee(s) shall make the payment as per the payment plan set out in Schedule C 1.4 ("Payment Plan").
- The Vendors may allow, in its sole discretion, a rebate for early payments of instalment 1.5 payable by the Vendee by discounting such early payments @______% per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Vendee by the Vendors.
- It is agreed that the Vendors shall not make any additions and alterations in the sanctioned 1.6 plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment without the previous consent of the Vendee as per the provisions of the Act. Provided that, the Vendors may make such minor additions or alterations as may be required by the Vendee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Vendors shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in Schedule/annexure to this Agreement, unless it results in structural defect. The Association of Vendees shall take the responsibility for proper safety, annual maintenance/insurance (including continuance ofmaintenance contracts/agreements) and upkeep all the fixtures, equipment and machinery provided by the Vendors, for which the Vendors shall not be liable after handing over.
- [Applicable in case of an apartment] The Vendors shall confirm the final Saleable Area 1.7 that has been allotted to the Vendee after the construction of the building is romplete and the Occupancy Certificate is granted by the competent authority, by Furnishing details of

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the changes, if any, in the Carpet area or the Saleable Area. The total price payable for carpet area shall be recalculated upon confirmation by the Vendors, if there is reduction in the Saleable Area, then the Vendors shall refund the excess money paid by Vendee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Vendee and if there is any increase in the carpet area, which is not more than three percent of the Carpet Area of the Apartment, allotted to Vendee, the Vendors may demand that from the Vendee 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.

- Subject to para 9.3 Subject to Clause 9.3, the Vendors agrees and acknowledges that the 1.8 Vendee shall have the right to the Apartment as mentioned below:
 - The Vendee shall have exclusive ownership of the Apartment:
 - The Vendee shall also have undivided proportionate share in the Common Areas. Since the share/interest or Vendee in the Common Areas is undivided and cannot be divided or separated, the Vendee 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 Vendors shall hand over the Common Areas to the Association of Vendees after duly obtaining the occupancy or completion certificate from the competent authority as provided in the Act.
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the apartment but also] the common area, 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 area, maintenance charges 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.
 - (iv) The Vendee has the right to visit the Project site to assess the extent of development of the Project and his Apartment as the case may be.
- It is made clear by the Vendors and the Vendee agrees that the Apartment along with the 1.9 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 said 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 Vendee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Vendees of the Project.
- 1.10 The Vendors agrees to pay all outgoings before transferring the physical possession of the apartment to the Vendee, which it has collected from the Vendee, 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 Vendors fails to pay all or any of the outgoings collected by it from the Vendees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Vendees, the Vendors 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 there for by such authority or person.

1.11	I The Vendee has paid a sum of Rs				
	being part payment towards the total price of	the Apartment	at the time of	applica	tion the
	receipt of which the Vendors hereby acknow	ledges and the	Vendee hereby	agrees	s to pay
	the remaining price of the apartment as pr	rescribed in th	ne payment pla	an as 1	may be
	demanded by the Vendors within the time and	in the manner	specified therei	n.	
	· ·		RS PXT. LTD.		

Provided that if the Vendee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2 MODE OF PAYMENT;

Subject to the terms of the Agreement and the Vendors abiding by construction milestones, the Vendee shall make all payments, on written demand by the Vendors, within the stipulated time as mentioned in the Payment Plan through A/c. Payee cheque/demand draft/bankers cheque or online payment in favour of Vendor No.28.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Vendee, 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 thereunder 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 Vendors with such permission, approvals which would enable the Vendors to fulfil 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.
- 3.2 The Vendee understands and agrees that in the event of any failure on his 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.
- 3.3 The Vendors accepts no responsibility in regard to matters specified above. The Vendee shall keep the Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Vendee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Vendee to intimate the same in writing to the Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors shall not be responsible towards any third party making payment/remittances on behalf or any Vendee and such third party shall not have any right in the application/allotment or the said Apartment applied for herein in any way, and the Vendors shall be issuing the payment receipts in favour of the Vendee only.
- 4. ADJUSTMENT / APPROPRIATION OF PAYMENTS: The Vendee authorizes the Vendors to adjust/appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding of the Vendee against the apartment, if any in his/her/their name and the Vendee undertakes not to object/demand/direct the Vendors to adjust his/her/their payments in any manner.

5. TIME IS OF ESSENCE:

The Vendors shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and handing over the Apartment to the Vendee and the Common Areas to the Association of Vendees or the competent authority, as the case may be.

6 CONSTRUCTION OF THE PROJECT AND APARTMENT:

- 6.1 The Vendee has seen the approved layout plan, specifications, amenities and facilities of the Apartment/Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed as with this Agreement which have been approved by the competent authority, as represented by the Vendors.
- The Vendors shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities subject the Refins have this Tagreement, the

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Vendors undertakes to strictly abide by such plans approved by the competent authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Telangana 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 Vendors shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT/FLAT:

- Schedule for possession of the said Apartment:- The Vendors agrees and understands 7.1 that timely delivery of possession of the Apartment to the Vendee and the Common Areas to the Association of Vendees or the competent authority, as the case may be, is the essence of the Agreement. The Vendors 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 _____, 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 Vendee agrees that the Vendors shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented. The Vendee agrees and confirms that, in the event it becomes impossible for the Vendors to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors shall refund to the Vendee the entire amount received by the Vendors from the allotment within 90 days from that date. The Vendors shall intimate the Vendee about such termination at least thirty days prior to such termination. After refund of the money paid by the Vendee, the Vendee agrees that he/ she shall not have any rights, claims etc. against the Vendors and that the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.
- Procedure for Taking Possession of the Apartment by Vendee: The Vendors upon 7.2 obtaining the Occupancy Certificate from the competent authority, shall offer in writing the possession of the Apartment to the Vendee, who has paid all the amounts in terms of this Agreement, to be taken within two months from the date of the issue of occupancy certificate. If the Vendee fails to take delivery within the time specified in the notice, he shall be liable for payment of all ongoings including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of the Vendee shall be carried out by the Vendors within 3 (Three) months from the date of issue of occupancy certificate.] The Vendors agrees and undertakes to indemnify the Vendee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendors. However, the Vendors shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Vendee or any authority or third party on whom the Vendors have no control. The Vendee after taking possession agrees to pay the maintenance charges as determined by the Vendors/Association of Vendees. The Vendors shall hand over the occupancy certificate of the apartment, as the case may be, to the Vendee at the time of conveyance of the same.
- 7.3 Failure of Vendee to take Possession of Apartment: Upon receiving a written intimation from the Vendors, the Vendee shall take possession of the Apartment from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors shall give possession of the Apartment to the Vendee. In case the Vendee fails to take possession within the time provided as mentioned above, such Vendee shall continue to be liable to pay maintenance charges as specified.
- 7.4 Possession by the Vendee: After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Vendee, it shall be the responsibility of the Vendors to hand over the necessary documents and plans, including Common Areas, to the Association of Vendees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Vendors shall handover the necessary documents and plans, including Common Areas, to the Association of Vendees

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or the competent authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate]

7.5 Cancellation by Vendee: The Vendee shall have the right to cancel/withdraw his/her/their allotment in the Project only as provided in the Act. Provided that, where the Vendee proposes to cancel/withdraw from the Project without any fault of the Vendors, the Vendors herein are entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money paid by the Vendee shall be returned by the Vendors to the Vendee within 3 (three) months of such cancellation or at the time that the Vendors are able to resell the said Apartment to another purchaser, whichever is later.

7.6 Compensation:

The Vendors shall compensate the Vendee 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 Vendors fail to complete or are unable to give possession of the Apartment: (i) in accordance with the terms of this Agreement, duly completed by the date specified or (ii) due to discontinuance of his/its/their business as a Vendors on account of suspension or revocation of the registration under the Act or for any other reason; the Vendors shall be liable, on demand to the Vendee, in case the Vendee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/her/them in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (ninety) days of it becoming due. Provided that, where the Vendee does not intend to withdraw from the Project, the Vendors shall pay the Vendee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Vendors to the Vendee within 90 (ninety) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:

- **8.1** The Vendors hereby represents and warrants to the Vendee as follows:
 - a. The Vendors have absolute, clear and marketable title with respect to the Said Land, 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;
 - **b.** The Vendors have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project:
 - project availed any The Vendor has not "SMR VINAY BOULDER WOODS", but earlier has availed project loan on Phase-I of the project i.e., "SMR VINAY HARMONY COUNTY" for land admeasuring 3.853 Acres out of total land admeasuring 11.625 Acres by depositing title deeds with IndusInd Bank Limited, Somajiguda Branch, Rajbhavan Road, Hyderabad under a registered Memorandum of Deposit of Title Deeds vide registered document bearing No.3077 of 2017 dated 28-03-2017 registered at Joint Sub-Registrar-II, R.O., R.R.District. Except the above said loan, Phase-II project i.e., "SMR VINAY BOULDER WOODS" and the land is free from all encumbrances any rights, title, interest, dues, litigation of any party in or over such land.
 - **d.** There are no litigations pending before any Court of law or Authority with respect to the Said Land or Project.
 - e. All approvals, licenses and permits issued by the competent authority 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 Vendors have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, building, Apartment and Common Areas;

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- f. The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Vendee created herein, may prejudicially be affected:
- g. The Vendors have 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 Vendee under this Agreement;
- h. The Vendors confirms that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Vendee in the manner contemplated in this Agreement;
- i. At the time of execution of the conveyance deed the Vendors shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Vendee and the common areas to the association of Vendees or the competent authority, as the case may be;
- j. The Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings. whatsoever, payable with respect to the said Project to the competent Authorities till the Occupancy Certificate has been issued and possession of Apartment, as the case may be, along with common areas (equipped with all specifications, amenities and facilities) has been handed over to the Vendee and the association of Vendees or the competent authority, as the case may be;
- **k.** 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 Vendors in respect of the Said Land and/or the Project except those disclosed in the title report.
- 8.2.1 The Vendee/s or himself/herself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Vendors as follows:
 - i) To maintain the Apartment at the Vendee'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, 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 ease any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Vendee in this behalf, the Vendee shall be liable for the consequences of the breach.
 - the Apartment in the same condition, state and order in which it was delivered by the Vendors to the Vendee 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

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or other public authority. In the event of the Vendee committing any act in contravention of the above provision, the Vendee 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 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 Association of Vendees.
- 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 premium 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 in which the Apartment is situated.
- vii) Pay to the Vendors within fifteen days of demand by the Promoter, his/her/their 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 user of the Apartment by Vendee for any purpose other than for purpose for which it is sold.
- The Vendee shall observe and perform all the rules and regulations which the Association of Vendees 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 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 Vendee shall also observe and perform all the stipulations and conditions laid down by the Association or Vendees regarding the occupancy and use of the Apartment 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 Association of Vendees and till all the total built-up area/units are sold off, the Vendee shall permit the Vendors 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 Vendors shall be considered under a condition of Default, in the following events;
 - (i) Vendors fail to provide ready to move in possession of the Apartment to the Vendee within the time period specified or fail 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 Vendors's business as a developer on account of suspension or revocation of his/its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Vendors under the conditions listed above, Vendee is entitled to the following:
 - (i) Stop making further payments to Vendors as demanded by the Vendors. If the Vendee stops making payments, the Vendors shall correct the situation by completing the construction milestones and only thereafter the Vendee be required to make the next payment without any interest: or
 - (ii) The Vendee shall have the option of terminating the Agreement in which case the Vendors shall be Liable to refund the entire money paid by the Vendee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 90 (ninety) days of receiving the termination notice: Provided that where a Vendee does not intend to withdraw from the project or terminate the Agreement, he/she/they shall be paid, by the Vendors, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Vendors to the Vendee within 90 (ninety) days of it becoming due.
- 9.3 The Vendee shall be considered under a condition of default, on the occurrence of the following events:
 - (i) In case the Vendee fails to make payments for ___ consecutive demands made by the Vendors as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Vendee shall be liable to pay interest to the Vendors on the unpaid amount at the rate prescribed in the Rules:
 - (ii) In case of Default by Vendee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Vendors in this regard, the Vendors may cancel the allotment of the Apartment in favour or the Vendee and refund the money paid to him by the Vendee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Vendors shall intimate the Vendee about such termination at least 30 (thirty) days prior to such termination. The amount shall be repaid by the Vendors within a period of 90 (ninety) days after termination or the date on which the Vendors is able to resell the Apartment to another purchaser, whichever is later.

10. Conveyance of the said apartment:

The Vendors, on receipt of Total Price of the Apartment under the Agreement from the Vendee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate and completion certificate, as the case may be, to the Vendee. [Provided that, in the absence of local law, the conveyance deed in favour of the Vendee shall be carried out by the Vendors within 3 (three) months from the date of issue of occupancy certificate] However, in case the Vendee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Vendee authorizes the Vendors to withhold registration of the conveyance deed in his/her/their favour till payment of stamp duty and registration charges to the Vendors is made by the Vendee.

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11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

- 11.1 The Vendors shall be responsible to provide and maintain essential service in the Project till the taking over or the maintenance of the Project by the Association of Vendees and the cost of maintenance shall be borne by the Vendors and the Vendees, proportionate to the Apartments 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 Vendors 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 annual maintenance charges and insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Vendee, the Vendors shall be the occupant in respect of the apartments/buildings in the 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 Vendors as per the Agreement for sale relating to such development is brought to the notice of the Vendors within a period of 5 (five) years by the Vendee from the date of handing over possession of the Apartment, it shall be the duty of the Vendors to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors's failure to rectify such defects within such time, the aggrieved Vendees shall he entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 Notwithstanding anything contained in the above clause the following exclusions are made:
 - (i) 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 Vendors shall transfer manufacturers guarantees/warrantees to the Vendee or Association of Vendees as the case may be.
 - (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - (iii) Allowable structural and other deformations including expansion quotient.
 - (iv) The terms or work like painting etc. which are subject to wear and tear.
- 12.3 The Vendee shall maintain the Apartment in good tenantable conditions and carryout the internal repairs for the upkeep of the Apartment. The association of the Vendees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Vendors/Developer shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Vendee or the association of the Vendees as the case may be.
- 13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Vendors/ maintenance agency/ association of Vendees shall have rights of unrestricted Access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the Vendee agrees to permit the association of Vendees 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.

For SMR BUILDERS AVT. LTD.

14 USAGE: Use of Basement and Service Areas: The basement/s and service areas, if any, as located within the SMR Vinay Iconia, shall be earmarked for purpose 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 Vendee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parkings spaces, and the same shall be reserved for use by the association of Vendees formed by the Vendees for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT OF THE APARTMENT

- 15.1 Subject to the above, the Vendee 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 or any laws or rules or 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.
- 15.2 The Vendee 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 or the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Vendees shall also not change the colour scheme of the outer walls or painting or the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Vendee 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 Vendee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors and thereafter the Association of Vendees and/or maintenance agency appointed by Association of Vendees. The Vendee 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 a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS

The Vendors 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

Notwithstanding any other term of this Agreement, the Vendee hereby authorizes and permits the Vendors to raise finance/loan from any institution / company / bank by any mode or mariner 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 Vendee (s). The Vendee shall be informed about the same at the time of Agreement.

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19. FORMATION OF ASSOCIATION OF VENDEES AND CONSENT OF ALLOTEES:

The Vendors shall take the following steps to enable formation of an Association of Vendees under section 11 (4) (e) of the Act:

- 19.1 With respect to a real estate project, the Vendor shall submit an application to the Registrar for Registration of the Association of Vendees as a society under the A.P. Societies Registration Act. 2001 (as applicable to the state of Telangana), within 2 (two) months from the date on which the occupancy certificate in respect of such project is issued and a minimum of sixty per cent of the total Vendees in such a project have taken possession and the Vendors has received the full consideration from such Vendees. All the Vendees on payment of full consideration shall become members of such Association of Vendees formed by the Vendors.
- 19.2 If the Vendors failed to form the Association of Vendees, the Authority shall by an order direct the Vendors to apply for formation of such Association of may authorize the Vendees to apply for formation of the said Association.
- 19.3 Notwithstanding any other rule, after conveying the title to the Association of Vendees under Section 17 of the Act, the Vendors 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 in the Project which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Vendees without any restriction or entry of the building and development of Common Areas.

20. BINDING EFFECT

Forwarding this Agreement to the Vendee by the Vendors does not create a binding obligation on the part of the Vendors or the Vendee until, firstly, the Vendee 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 Vendee and secondly, appears for registration of the same before the concerned Sub-Registrar Office, Joint Sub-Registrar, R.O., Ranga Reddy District as and when intimated by the Vendors. If the Vendee fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Vendee and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Vendee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Vendee, application of the Vendee shall be treated as cancelled and all sums deposited by the Vendee in connection therewith including the Booking Amount shall be returned to the Vendee 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/Building, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON VENDEE/ SUBSEQUENT VENDEES

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 Vendees 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:

24.1 The Vendors may, at its sole option and discretion, without prejudice to its rights asset out in this Agreement, waive the breach by the Vendee in not making payments as per the Payment Plan including, waiving the payment of interest for delayed payment. It is made

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clear and so agreed by the Vendee that exercise of discretion by the Vendors in the case of one Vendee shall not be construed to be a precedent and or binding on the Vendors to exercise such discretion in the case of other Vendees.

24.2 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 is 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 thereunder 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 Vendee has to make any payment, in common with other Vendee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

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 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 Vendors through its authorized signatory at the Vendors's Office or at some other place, which may be mutually agreed between the Vendors and the Vendee. In _____ after the Agreement is duly executed by the Vendee and the Vendors or simultaneously with the execution, the said Agreement shall be registered at the Sub-Registrar Office, ____. Hence this Agreement shall be deemed to have been executed at Hyderabad.

29 NOTICES

29.1	All notices	to be served	on the	Vendee	and	the	Vendors	as	contemplated	by	this
	Agreement	shall be deem	ed to ha	ve been	duly	serv	ved if sen	it to	the Vendee	or	the
	Vendors by	Registered Pos	t at their	respectiv	e add	lress	es specific	ed b	elow:		

(1)	Name of Vendee	
	and address	
(ii)	Name of the Vendors	
	and address	

It shall be the duty of the Vendee and the Vendors to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post, failing which, all communications and letters posted at the above address shall be deemed to have been received by the Vendors or the Vendee, as the case may be,

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30 JOINT VENDEES:

In case there are Joint Allottees all communications shall be sent by the Vendors to the Vendee whose name appears first and at the address given by him/her/them which shall for all intents and purposes to consider as properly served on all the Allottees.

31 SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Vendee, in respect of the Apartment, prior to the execution and registration of this Agreement for Sale for such Apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Vendee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32 GOVERNING LAW:

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 thereunder 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.

34 OTHER TERMS AND CONDITIONS

- (i) Stamp Duty, Registration Charges and all other Incidental and Legal Expenses: 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 Vendee only.
- (ii) Realization of Payments: All payments shall be subject to their actual realization in the Vendors's account. The date of credit into the aforesaid account or the Vendors shall be deemed to be the date of payment of an instalment by the Vendee.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Hyderabad in the presence of attesting witness, signing, as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

WIT	NESSES :	:	
I)	Signature	:	
	Name	:	
	Address	:	

Vendors

For SMR BUILDERS PVT. LTD.

2) Signature : Name : Address :

SCHEDULE - A Details of Schedule A Properly

All that Property of land admeasuring Ac.6-02 Gts out of total land admeasuring Ac.11-25 Guntas equivalent to 56,265 Sq.Yards in Sy.Nos.13/A, 13/AA, 13/AA/2, 13/AA/3, 13/AA/4, 13/AA/5, 13/AA/6, 13/AA/7, 13/AA/8, 13/AA/9, 13/AA/11, 13/AA/12, 13/AA/16 and 13/AA/17 situated at Bandlaguda Jagir Village, Gandipet Mandal, Ranga Reddy District, bounded by: -

NORTH: Peripheral Road

SOUTH : Neighbour's Property

EAST : Kismatpur Main Road

WEST : Neighbour's Property

SCHEDULE - B Details of Apartment/Flat

		•			
All that resident	tial Apartment to be	built, bearing Flat	No consi	sting Sft of 0	Carpet
Area, Sft	t of Balcony, in	Floor in Block	() along with	sft
of common are	ea in Phase-II in "SN	MR VINAY BOU	LDER WOOI	S" along with und	ivided
share of land ad	imeasuring Sq.	Yards in Ac.6-02	Gts out of total	land admeasuring	Ac.11-
25 Guntas equiv	valent to 56,265 Sq.	Yards in Sy.Nos.13	/A, 13/AA, 13/	AA/2, 13/AA/3, 13/	'AA/4,
13/AA/5, 13/AA	A/6, 13/AA/7, 13/AA	/8, 13/AA/9, 13/A	A/11, 13/AA/12	, 13/AA/16 and 13/A	4A/17
situated at Band	llaguda Jagir Village,	Gandipet Mandal,	Ranga Reddy I	District, bounded by:	-
N	North:	•			
S	South:				
· E	East :		·		
V	West:			•	
				s	
	<u>De</u>	SCHEDULE — etails of Payment So			
1)	Rs/-	at the time of 2 nd f	loor roof stage		
2)]	Rs/-	at the time of 5 th f	loor roof stage		
3)]	Rs/-	at the time of 8 th f	loor roof stage	,	
4)]	Rs/-	at the time of 11 th	floor roof stage	e .	

at the time of Flooring of particular flat

registration

at the time of flat finishing stage or before

5) Rs.__

For SMR BUILDERS PAYT. LTD.

SCHEDULE - D

<u>Specifications</u>

A.FOUNDATION & STRUCTURE

: RCC Framed Structure designed to withstand wind & Seismic loads

B. SUPER STRUCTURE

: 6"/4" thick RCC Shear wall /6"/4" thick solid cement block with 12 mm thick smooth plastering

C. DOORS

MAIN DOOR

Main Door frames of Teak wood and flush shutter with both sides Venneer with melamine polishing & designer hardware of the standard

INTERNAL DOORS

Internal doors frame of teak wood & commercial flush shutters with luppum and enamel paint and designer hardware of the standard brand.

WINDOWS

Aluminum powder coated windows frames and sliding with 5 mm thick glass with safety grills(M.S) with enamel paint finish wherever required.

D. PAINTING

EXTERNAL

Textured finish & two coats of exterior emulsion paint of the standard brand of Indian make.

INTERNAL

Smooth luppum finish and plastic emulsion paint of standard brand over a coat of primer.

E. FLOORING

LIVING, DINING, BED ROOMS &

KICHE

vitrified tiles flooring of the standard brand.

TOILETS, BALCONY & UTILITIES

Anti skid ceramic tiles flooring of the standard

brand.

CORRIDORS, STAIRCASES

& LIFT LOBBIES

Granite/ Vitrified flooring and fire stair case with

tandoor stone flooring.

F. KITCHEN

: Black granite platform with stainless steel sink with 2' height dadoing.

G. TOILETS

: Glazed ceramic tiles dado of the standard brand upto 7'-0" height.

H. UTILITIES/WASH

: Provision for washing machine & Wet area

for washing utensils etc.

I. BATHROOMS

: Toilets with European WC, wash basin, CP

J. ELECTRICAL

and sanitary fittings of standard make

: 1. Concealed copper wiring with PVC insulated

wires and modular switches of reputed make.

2. Two way switches for fan and light in

bedrooms.

FOR SMR BUILDERS PVT. LTD.

3. Power points for refrigerator, microwave ovens, mixer/grinders, exhaust fan in Kitchen, washing machine in Utility area.

- **4.** Provision for geyser points in bathrooms.
- **5.** Provisions for AC point in hall and all bedrooms.
- **6.** TV points in hall and all bedrooms.

<u>SCHEDULE – E</u> AMENITIES AND FACILITIES

- ❖ A/c. Gymnasium
- Children play areas with designer landscape
- Terrace swimming pool
- ❖ Indoor games (Table Tennis, Chess, Carroms & Snookers etc)
- Indoor Shuttle courts
- ❖ Basketball Halls
- Yoga / Meditation / Aerobics hall
- ❖ Banquet Halls
- ❖ Ample off-street guest car parking space
- Squash courts
- Guest rooms

For SMR BUILDERS PVT. LTD.