ANNEXURE [See rule 38]

AGREEMENT FOR SALE

	Agreement No		
This	Agreement for Sale executed on this	day of	2018,
By a	nd Between		
1,	SRI BALGARI KURMA SAYANNA Business, R/o.H.No. 8-3-231/G/15, Sri F		
2.	SMT. BALGARI NARSAMMA, W/o. Maker R/o. H.No.8-3-231/G/15, Sri Ki 045.		
3.	SRI AVULA NARSIMHA alias A Narsimhulu, age: 47 years, occ: Busin Nagar, Yousufguda, Hyderabad- 45		
4.	SRI B.K. VASANTH KUMAR, S/o. R/o. H.No. 8-3-231/G/15, Sri Krishna C		
5.	SRI B.K. YASWANTH KUMAR, Business, both are residents of H Yousufguda, Hyderabad- 45		
6.	SMT. G. JYOTHI, W/o. G. Jayarama Tower No.15LH, Flat No.1601, Lanco I		

Director

7. **SMT. ALLURI SPANDANA,** W/o. Anil Alluri, D/o G. Jayaramaiah, age: 30 years, Occ: Home Maker, R/o. H.No.3, Bhavya's Alluri Meadows, Kondapur, Hyderabad.

AND

Represented by its Power of Attorney Holder **M/s Aakriti Constructions & Developers Pvt. Ltd.**, a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at "Adityaram Square", bearing Municipal Number, 8–2–293/82/A/646A, 4th Floor, situate at Road No. 36, Jubilee Hills, Hyderabad – 500 033, represented by its Director, Sri.K.Manoj Kumar S/o.Sri.K.Shiva Kumar, aged about 38 years, resident of Flat No. 103, Legend Kandhari, Gaganmahal Colony, Hyderabad,

Hereinafter jointly and severally called and referred as "VENDORS" (i.e Party of the FIRST PART or the FIRST PARTY), which shall mean and include all their respective legal heirs, executors, successors, representatives, administrators, and assignees etc..., of the FIRST PART.

AND

M/s Aakriti Constructions & Developers Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at "Adityaram Square", bearing Municipal Number, 8–2–293/82/A/646A, 4th Floor, situate at Road No. 36, Jubilee Hills, Hyderabad – 500 033, represented by its Director, Sri.K.Manoj Kumar S/o.Sri.K.Shiva Kumar, aged about 38 years, resident of Flat No. 103, Legend Kandhari, Gaganmahal Colony, Hyderabad,

Hereinafter referred to as the **PROMOTER** or the Party of the **SECOND PART** or the **SECOND PARTY**

(which term(s) shall mean and include all its Shareholders, Directors, Managers, Successors, heirs, executors, administrators, legal representatives, assignees etc. as the case may be) of the **SECOND PART**.

AND

M/s Aakriti Constructions & Developers Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at "Adityaram Square", bearing Municipal Number, 8–2–293/82/A/646A, 4th Floor, situate at Road No. 36, Jubilee Hills, Hyderabad – 500 033, represented by its Business Development Analyst

Mr. P. Phani Kartheek S/o. Sri Veera Venkata Raghava Rao Panda, aged about: 26 Years R/o. H.NO.6-3-183/8/302, New Bhoiguda, Secunderabad, Hyderabad -500080 being authorized to sign this document vide board resolution dated 13-09-2018.

Hereinafter referred to as the Party of the SECOND PART or the SECOND PARTY

(which term(s) shall mean and include all its Shareholders, Directors, Managers, Successors, heirs, executors, administrators, legal representatives, assignees etc. as the case may be) of the **SECOND PART**.

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SRI		S/o	, Aged about	
	years, Occ:	, R/o		

Hereinafter referred to as the "PURCHASER/ALLOTEE"

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successor-in-interest and permitted assigns) of the THIRD PART).

The **VENDORS**, **PROMOTER** and **ALLOTEE** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and includes Telangana Real Estates (Regulation and Development)
 Rules, 2017 wherever the context so requires;
- b) "appropriate Government" means the Government of Telangana;
- c) "Rules" means The Telangana Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- e) "Section" means a section of the Act.
- f) "Built up Area" means the carpet area of the schedule apartment in addition to the areas added vide balconies/verandah/walls/ducts.

WHEREAS:

VENDOR No.1 was originally the absolute owner of landed property admeasuring Ac.0.20 guntas, and similarly **VENDOR No.2** was the absolute owner and possessor over an extent

of Ac.0.20 guntas, **VENDOR No. 3** over an extent of Ac.0. 20 guntas, **VENDORS No. s 4 & 5** jointly over an extent of Ac.0.20 guntas, **VENDOR No.6** over an extent of Ac.1.00 guntas and **VENDOR No.7** over an extent of Ac.0.20 guntas, all together forming one contiguous piece of land in all admeasuring Ac.3.20 guntas in Survey Nos.312 (part) and 313 (part) situated at Nallagandla Village, Serilingampally Mandal, R.R. District;

AND WHEREAS the Parties of the First Part (**VENDORS**), with a view to develop their property, having executed a Development Agreement Cum General Power of Attorney registered as Document bearing No. 2694/2014, dated 02.07.2014, registered in the office of the Joint Sub –Registrar 11, Serilingampally, in favor of the Party of the Second Part (**PROMOTER**), hereinafter referred to as the DGPA dated 02.07.2014, for brevity and convenience, with an understanding that the **PROMOTER** would construct and complete multi storied building complexes suitable for residences, which project is hereinafter referred to as the Proposed Project.

AND WHEREAS VENDOR Nos. 1 to 7 have jointly entered into Registered Development Agreement cum GPA Doc. No. 2694/2014, dated 02.07.2014, registered in the office of the Sub-Registrar, Ranga Reddy, with the PROMOTER i.e., M/s AAKRITI CONSTRUCTIONS AND DEVELOPERS PRIVATE LIMITED agreeing to jointly develop the land admeasuring Ac.3.20 in Sy.Nos.312(Part) & 313(Part) of Nallagandla Village, Serilingampally Mandal, R.R. District (Morefully described in the schedule "A" hereunder and hereinafter called the SCHEDULE A PROPERTY/PROJECT LAND) by constructing a multistoried residential cum commercial apartment complex, as per the terms and conditions contained therein. The PROMOTER assures and undertakes as follows:

- A. The Said Land is earmarked for the purpose of building a [commercial/residential] project, development of lands, construction of multi storied buildings, Apartments, etc., and the said project shall be known as "AAKRITI MIRO" and the said BLOCK shall be known as "BLOCK A"
- B. The **PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **PROMOTER** been completed and the **PROMOTER** has handed over copies of all the documents with respect to the Project to the **ALLOTTEE** herein who has got verified the documents with his legal counsel and satisfied himself/herself/itself about the title of **VENDOR Nos**.1 to 7 and comp-tenancy/authority of **PROMOTER** to develop the property and agreed to enter this agreement.

- C. The Commissioner, G H M C has sanctioned permission vide its permit No 53386/HO/WZ/Cir-11/2016 in file No 61585/06/02/2016/HO dated 13.11.2017 for construction of residential cum commercial building complex of Block-A., of residential Apartment complex comprising of Sub-Cellar, cellar, Ground plus 12 Floors in Block -A.
- D. In pursuance of the sanction obtained, the **VENDORS** and the **PROMOTER** have entered into a Supplementary Agreement dated **4578/2018** dated on 20-6-2018, under which they have allocated the Apartments falling to their shares.
- E. The **PROMOTER** has obtained the sanctioned building plan, specifications and approvals for the Project and also for the apartment building, as the case may be, from GHMC, Hyderabad. The **PROMOTER** agree and undertake that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act, other laws as applicable and as agreed under this Agreement;
- F. The **PROMOTER** shall register the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad as and when it is constituted and enables the process for filing application for grant of registration of the Project under Section 3 of the Act and operationalises the web based online system for submitting application under Section 4 (3) of the Act.
- G. The ALLOTEE having verified the title of the VENDORS 1 to 7 and satisfied himself/herself/themselves/itself about their right and ownership and the authority of PROMOTER to develop the property has/have applied for allotment of Flat No. _____ in A block, ______ floor, ______BHK type, having carpet of ______ square feet., and Exclusive Balcony, Utility & Duct area of _____ square feet., wall area of _____ square feet and common area of _____ square feet., totally having a saleable area of _____ square feet in the complex known as "AAKRITI MIRO" apartment being constructed over the land admeasuring Ac.3.20 in Sy.Nos.312(Part) & 313(Part) of Nallagandla Village, Serilingampally Mandal, R.R. District (Morefully described schedule "B" hereunder and hereinafter called the 'SCHEDULE A PROPERTY/PROJECT LAND') and the Allottee had applied for an apartment in the Project vide application no.

dated and has been allotted apartment
nohaving carpet area of square feet, and Exclusive
Balcony, Utility & Duct area of square feet., wall area of
square feet and common area of square feet., totally having a
saleable area of square feet type BHK, on
floor in block A ("AAKRITI MIRO") along with garage/covered parking
admeasuring 8*14 square feet in the location of the garage/covered parking
shall be provided by the promoter to the allottee vide a Supplementary
Agreement, as permissible under the applicable law and of pro rata share in the
common areas ("Common Areas") as defined under clause (n) of Section 2 of
the Act (hereinafter referred to as the "Apartment" more particularly described
in Schedule B and the floor plan of the apartment is annexed hereto and marked
as Schedule C);

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;

The Promoters has fully disclosed all facts relating to their right, title and interest in respect of the Scheduled-A Property and this agreement constitutes and represents the entire agreement between the parties and cancels and supersedes all prior arrangements, agreements or understandings, negotiations and discussions, if any; whether oral or writing, between the parties on the subject matter hereof, or in respect of any matters dealt with herein and on such basis, the Purchaser/s has accepted and unconditionally agreed and entered this Agreement of Sale with free will and consent and without any coercion or whatsoever.

- 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;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **PROMOTER** hereby

agrees to sell and the **ALLOTTEE** hereby agrees to purchase the [Schedule B property] and the parking space as specified in para G.

This agreement shall be construed, interpreted and applied in accordance with, and shall be governed by the laws applicable in India. The courts at Hyderabad shall have the sole and exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement.

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:

1.1 Subject to the terms and conditions as detailed in this Agreement, the

1. TERMS:

PROMOTER agree to sell to the ALLO	OTTEE and	the ALLOTT	EE hereby		
agrees to purchase the flat No.	in	block,	floor,		
BHK type, having carpet of	square f	eet., and Exclusiv	e Balcony,		
Utility & Duct area of square fe	et., wall are	a ofsqua	re feet and		
common area of square fee	t., totally l	naving a saleab	le area of		
square feet in the complex kno	wn as "AA	KRITI MIRO"	apartment		
along with parking admeasuring 8*14 square feet over land admeasuring Ac.3.2 in Sy.Nos.312(Part) & 313(Part) of Nallagandla Village, Serilingampally Manda					
the 'SCHEDULE B PROPERTY')					
Rs/- (Rupees		on the Saleabl	e area is		
Block/Building/Tower no.					
Rate per sft					
Гуре					
Floor					
Amenities					
Garage/Covered parking – 1					
GST@12%					
Total price (in rupees)					

Corpus Fund (Payable before the Registration of sale deed)	
Advance Maintenance Fee (Payable before the Registration of sale deed)	
Total Cost of the Apartment	

Explanation:

- (i) The Total Price above includes the booking amount paid by the **ALLOTTEE** to the **PROMOTER** towards the [Apartment];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the **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 PROMOTER, by whatever name called) up to the date of handing over the possession of the apartment to the ALLOTTEE and the project to the Association of ALLOTTEES or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the ALLOTTEE to the 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 ALLOTTEE provided that Stamp duty, Registration fee, mutation charges shall be paid by the ALLOTTEE as per actual over and above the total price.
- (iii) The **PROMOTER** shall periodically intimate in writing to the **ALLOTTEE**, the amount payable as stated in (i) and (ii) above and the **ALLOTTEE** shall make payment demanded by the **PROMOTER** within the time and in the manner specified therein. In addition, the **PROMOTER** shall provide to the **ALLOTTEE** 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:
- 1.3 The Total Price of [Apartment/Plot] 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/Plot] and the Project.

- 1.4 The **ALLOTTEE** hereby agrees to become a member of the Society or Association so formed by all the tenement owners of the MIRO Residential Township and the **ALLOTTEE** Agrees to contribute 75/- per sft for maintenance charges with GST to M/s.Aakriti Constructions and Developers and 75/- Per sft for Corpus fund for Association for period of 2 Years and which can be extendable.
- 1.5 The Total Price is escalation-free, however in case the **ALLOTTEE** agrees to pay the escalation charges is 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 **PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTTEE** for increase in development charges, cost/charges imposed by the competent authorities, the **PROMOTER** shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchaser.
- 1.6 The **ALLOTTEE/S** shall make the payment as per the payment plan as set out hereunder and shall be as per Schedule "D" Plan.
- 1.7 The PROMOTER may allow, in its sole discretion, a rebate for early payments of installments payable by the ALLOTTEE by discounting such early payments 15% per annum for the period by which the respective installment has been prepone. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an ALLOTTEE by the PROMOTER.
- 1.8 It is agreed that the **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 'E' in respect of the flat as the case may be, without the previous written consent of the **ALLOTTEE** as per the provisions of the Act. Provided that the **PROMOTER** may make such minor additions/deductions or alterations as may be required by the **ALLOTTEE**, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed without any deduction in the sales receivables to the **PROMOTER** by the **ALLOTTEE**. The **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 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 **PROMOTER**, for which the **PROMOTER** shall not be liable after handing over.

- 1.9 The **PROMOTER** shall confirm to the final carpet and saleable area that has been allotted to the **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 built up area or the Saleable Area. The total price payable for the built up or saleable area shall be recalculated upon confirmation by the **PROMOTER**. If there is reduction in the built up area or the Saleable Area then the **PROMOTER** shall refund the excess money paid by **ALLOTTEE** 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 **ALLOTTEE**. If there is any increase in the built up area or the Saleable Area, which is not more than three percent of the built up area of the apartment, allotted to **ALLOTTEE**, the **VENDORS** may demand that from the **ALLOTTEE** as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.10 Subject to para 9.3 the **ALLOTTEE** agrees and acknowledges, the **ALLOTTEE** shall have the right to the Apartment/flat Schedule B Property as mentioned below subject the **ALLOTTEE** making the payments as per schedule and on payment of total sale consideration.
 - (i) The **ALLOTTEE** shall have exclusive ownership of the schedule flat.
 - (ii) The **ALLOTTEE** shall also have undivided proportionate share in the Common Areas. Since the share of **ALLOTTEE** in the Common Areas is undivided and cannot be divided or separated, the **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 **PROMOTER** shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii)That the computation of the price of the flat includes recovery of price of land, construction of [not only the flat 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, granite, 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 [Flat];
- (iv) The **ALLOTTEE** has the right to visit the project site on prior intimation to the **PROMOTER** to assess the extent of development of the project and their flat as the case may be.
- 1.11 It is made clear by the **PROMOTER** and the **ALLOTTEE** agrees that the Apartment Schedule B Property along with parking space 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 Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.
- 1.12 The **PROMOTER** agrees to pay all outgoings before transferring the physical possession of the apartment to the **ALLOTTEES**, which it has collected from the **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 **PROMOTER** fails to pay all or any of the outgoings collected by it from the **ALLOTTEES** or any liability, mortgage loan and interest thereon before transferring the apartment to the **ALLOTTEES**, the **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 there for by such authority or person.

- 1.14 The Allottees shall pay the installments as stipulated above within 15 days from the date of notice issued by the Promoter, failing which it shall carry interest at the rate of 24% prescribed in the Rules.
- 1.15 The Allottee/s shall issue post dated cheques for all installments as per the payment schedule given above irrespective of mode of finding i.e., self/bank finance. The Allottee/s unconditionally agrees to sign the disbursement forms of respective banks in advance along with this agreement and handover such papers to the Promoter enabling the Promoter to submit with respective banks for release of payments avoiding delay in releasing the installment amounts without any hindrance and the Promoter hereby undertakes and confirms to the Allottee/s that the said disbursal form and the Demand Letter from Promoter will be submitted with respective banks of prior intimation of atleast 7 days from the date of attaining such milestone/landmark of construction progress.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the **PROMOTER** abiding by the construction milestones, the **ALLOTTEE** shall make all payments, on specified dates mentioned above [Schedule D] through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of '**Aakriti** Constructions & Developers Pvt. Ltd.' payable at SBI

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The **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 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 **PROMOTER** with such

permission, approvals which would enable the **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 **ALLOTTEE** understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 **PROMOTER** accepts no responsibility in regard to matters specified in Para 3.1 above. The **ALLOTTEE** shall keep the **PROMOTER** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **ALLOTTEE** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **ALLOTTEE** to intimate the same in writing to the **PROMOTER** immediately and comply with necessary formalities if any under the applicable laws. The **PROMOTER** shall not be responsible towards any third party making payment/remittances on behalf of any **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 **PROMOTER** shall be issuing the payment receipts in favour of the **ALLOTTEE** only.
- 4 ADJUSTMENT/APPROPRIATION OF PAYMENTS: The ALLOTTEE authorizes the PROMOTER to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the ALLOTTEE against the [Flat], if any, in his/her name and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.
- 5 **TIME IS ESSENCE:** The **PROMOTER** shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Flat] to the **ALLOTTEE** and the common areas to the association of Purchasers or the competent authority, as the case may be subject to the purchasers make the payments as per the schedule mentioned above.
- 6 CONSTRUCTION OF THE PROJECT/ APARTMENT: The ALLOTTEE has seen the sanction plan, specifications, amenities and facilities of the Schedule B Property 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 **PROMOTER**. The **PROMOTER** shall develop the Project in accordance with the said sanction plan or the modified plan, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the **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 GHMC 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 as agreed under this Agreement, and breach of this term by the **PROMOTER** shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT/PLOT:

7.1 Schedule for possession of the said [Flat] - The PROMOTER agrees and understands that timely delivery of possession of the Schedule B property to the 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 **PROMOTER** assures to hand over possession of the Schedule B Property along with ready and complete common areas with all specifications, amenities and facilities of the project 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 ALLOTTEE agrees that the PROMOTER shall be entitled to the extension of time for delivery of possession of the Schedule B Property, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The ALLOTTEE agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **PROMOTER** shall refund to the **ALLOTTEE** the entire amount received by the **PROMOTER** from the allotment within 90 days from that date. The **PROMOTER** shall intimate the **ALLOTTEE** about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the ALLOTTEE agrees that he/ she shall not have any rights, claims etc. against the PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement. The date of handover shall be considered as_____, from the date of this agreement until the project is registered with RERA. Post registration of project with RERA, the date of handover shall be as per RERA guidelines.

- 7.2 Procedure for taking possession The PROMOTER, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Schedule B Property 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 ALLOTTEE fails to take delivery within the time specified in the notice, he shall be liable for payment of all on-goings including maintenance charges from the date of notice. The **PROMOTER** agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **PROMOTER**. The **PROMOTER** shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the ALLOTTEE or any authority or third party on whom the **PROMOTER** has no control. The **ALLOTTEE**, after taking possession, agree(s) to pay the maintenance charges, water and electricity charges, Corpus Fund etc as determined by the PROMOTER /association of **ALLOTTEES**. The **PROMOTER** shall hand over the occupancy certificate of the flat, as the case may be, to the **ALLOTTEE** at the time of conveyance of the same.
- 7.3 Failure of ALLOTTEE to take Possession of Apartment/Schedule B Property
 Schedule B Property Upon receiving a written intimation from the PROMOTER
 as per Para 7.2, the ALLOTTEE shall take possession of the Flat from the
 PROMOTER by executing necessary indemnities, undertakings and such other
 documentation as prescribed in this Agreement, and the PROMOTER shall give
 possession of the flat to the Purchaser. In case the ALLOTTEE fails to take
 possession within the time provided in para 7.2, such ALLOTTEE shall continue
 to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the ALLOTTEE** After obtaining the occupancy certificate and handing over physical possession of the flat to the **ALLOTTEE**, it shall be the responsibility of the **PROMOTER** to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the **PROMOTER** shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

- 7.5 Cancellation by ALLOTTEE The ALLOTTEE shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the ALLOTTEE proposes to cancel/withdraw from the project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount of 10 % paid for the allotment. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within three months of such cancellation or at the time that the PROMOTER is able to resell the said Schedule B Property to another purchaser, whichever is later.
- **7.6 Compensation** The **PROMOTER** shall compensate the **ALLOTTEE** in case of any loss caused to him 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 **PROMOTER** fails to complete or is unable to give possession of the Schedule B Property, Schedule B Property (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 promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the **PROMOTER** shall be liable, on demand to the **ALLOTTEE**, in case the **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 flat with interest at the rate as prescribed under the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the **ALLOTTEE** does not intend to withdraw from the Project, the **PROMOTER** shall pay the **ALLOTTEE** interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule B Property, which shall be paid by the **PROMOTER** to the **ALLOTTEE** within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 1. The **PROMOTER** hereby represents and warrants to the **ALLOTTEE** as follows:
- (i) The **VENDORS** have absolute, clear and marketable title with respect to the said Land and the **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 **PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The **PROMOTER** has obtained Project Finance from India Infoline to carry out the development of the Project, by creating a charge on his share of the Constructed area in the Project and it shall be the responsibility of the Promoter to discharge the same before the conveyance of the Schedule B Property to the Allottee. Other than the above encumbrance there are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (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 Schedule B Property are valid and subsisting and have been obtained by following due process of law. Further, the 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 Schedule B Property and common areas;
- (vi) The **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 **ALLOTTEE** created herein, may prejudicially be affected;
- (vii) The 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 Schedule B Property which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- (viii) The **PROMOTER** confirms that it is not restricted in any manner whatsoever from selling the said Schedule B Property to the **ALLOTTEE** in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the **PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the Schedule B Property to the **ALLOTTEE** and the common areas to the Association of **ALLOTTEES** or the competent authority, as the case may be;
- (x) The **PROMOTER** has 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 completion certificate has been issued and possession of apartment, plot 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 **ALLOTTEE** and the association of Purchasers 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 **PROMOTER** in respect of the said Land and/or the Project except those disclosed in the title report.
- 2. The **ALLOTTEE** /s with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the **PROMOTER** as follows:-
 - (i) To maintain the Apartment at the **ALLOTTEE** 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 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 **ALLOTTEE** in this behalf, the **ALLOTTEE** shall be liable for the consequences of the breach.

- (iii)To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the **PROMOTER** to the **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 **ALLOTTEE** committing any act in contravention of the above provision, the **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 Pardi or other structural members in the Apartment without the prior written permission of the **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 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 of the

project land and the building in which the Apartment is situated.

- (vii) Pay to the **PROMOTER** within fifteen days of demand by the **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 user of the Apartment by the **ALLOTTEE** for any purposes other than for purpose for which it is sold.
- (ix)The **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 Byelaws for the time being of the concerned local authority and of Government and other public bodies. The **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/Association and till all the total built-up area/units are sold off, the **ALLOTTEE** shall permit the **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 **PROMOTER** shall be considered under a condition of Default, in the following events:
 - (i) **PROMOTER** fails to provide ready to move in possession of the flat to the **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 as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the **PROMOTER** 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 **PROMOTER** under the conditions listed above, **ALLOTTEE** is entitled to the following:
 - (i) Stop making further payments to **PROMOTER** as demanded by the **PROMOTER**. If the **ALLOTTEE** stops making payments, the **PROMOTER** shall correct the situation by completing the construction milestones and only thereafter the **ALLOTTEE** be required to make the next payment without any interest; or
 - (ii) The **ALLOTTEE** shall have the option of terminating the Agreement in which case the **PROMOTER** shall be liable to refund the entire money paid by the **ALLOTTEE** under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice: Provided that where an **ALLOTTEE** does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the **PROMOTER**, 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 **PROMOTER** to the **ALLOTTEE** within ninety days of it becoming due.

- 9.3 The **ALLOTTEE** shall be considered under a condition of Default, on the occurrence of the following events:
 - (i) In case the Allottee fails to make payments for 2 (two) consecutive demands made by the **PROMOTER** as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the **PROMOTER** on the unpaid amount at the rate prescribed in the Rules:
 - (ii) In case of Default by **ALLOTEE** under the condition listed above continues for a period beyond 1(One) consecutive month after notice from the **PROMOTER** in this regard, the **PROMOTER** may cancel the allotment of the Schedule B Property in favour of the **ALLOTEE** and refund the money paid to him by the **ALLOTEE** by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the **PROMOTER** shall intimate the **ALLOTEE** about such termination at least thirty days prior to such termination. The amount shall be repaid by the **PROMOTER** within a period of ninety days after termination or the date on which the **PROMOTER** able to resell the Schedule B Property to another **ALLOTEE**, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

The **PROMOTER**, on receipt of Total Price of the flat as per para 1.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser. However, in case the **ALLOTTEE** fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the vendor shall hold the registration till the payment of stamp duty and registration charges to the **PROMOTER** is made by the Purchaser.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT:

11.1 The **PROMOTER** 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 **ALLOTTEES** and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the Apartments in their respective occupation, provided that the Promoter shall exclusively provide the maintenance services for the Apartment till

the date on which the Apartment is handed over to the Allottee. After such period, the Association of **ALLOTTEES** shall be responsible for the maintenance of the Apartment and the Project. The **ALLOTTEE** further agrees that the Promoter shall be permitted to appoint a Property Management Company ("PMC") for the maintenance period till such time that the management is handed over to Association of Allottees. The Allottee agrees to enter into a Property Management Agreement with the PMC in the form prescribed by the Promoter/PMC in relation to the provision of such services as and when asked by the Promoter.

- 11.2 The facilities like club house and service connections, like water and sewerage supply, which are common shall be maintained by the Promoter till the entire Project is completed. The club house and its services shall be subject to user charges as may be fixed by the Promoter of the club house or as the case may be the service provider, from time to time.
- 11.3 All other infrastructural facilities, including the equipment like lift, 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 Allottee, the Promoter shall be the occupant in respect of the apartments/buildings in the project.
- 11.4 The Promoter / maintenance agency /Association or Allottees shall have rights of unrestricted access of all Common Areas, covered parking and other parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of 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.
- 11.5 Allottee shall have to pay monthly subscriptions as user charges for various facilities such as Club House, Gym, Swimming Pool and other specific facilities etc. to be decided by the Promoter at the time of commencement of Maintenance period.
- 11.6 Promoter reserves right to appoint the various service providers for the given amenities including the duration of such appointments, in the interest of the community, until the Association of Allottees take the responsibility to maintain the common areas of the community. The Allottee/s hereby agree/s to abide by the bye-laws of the society, Club Rules and Regulations and shall be liable for all such rules and regulations mentioned in the bye-laws, scope of maintenance and shall support all such amendments to the bye-laws from time to time.

- 11.7 It is agreed by the Allottee/s that he/she/they shall alone be liable to pay the maintenance charges, irrespective of whether the Apartment is occupied or not or occupied by a tenant or any other person. The Society shall have charge on every Apartment for all the amounts including the maintenance charges, due from the Allottee/s or other occupant.
- 11.8 During the execution of interiors, the Allottee/s hereby agrees to pay charges towards Debris for a single clearance, fixed electricity charges and also agrees to pay towards expenses for maintenance of common areas, till the commencement of pre-paid maintenance. All these payments shall be made either in the name of the Promoter or its nominee.

11.9 The Promoter reserves the right to maintain the common areas of the community for initial two years from the date of commencement of pre-paid maintenance. The commencement date will be intimated and informed either by the company or its nominee. The Allottee hereby agrees to pay an amount Rs. 150/- per Sft for the Saleable area (as mentioned in the column of D below) of his apartment as maintenance/Corpus Fund charges for common areas and all other facilities for a period of 2 years (the club house maintenance charges are excluded), payable on demand made by the Promoter, normally '3' months before handing over of apartment. The Promoter is also free to increase the charges if the above mentioned amount does not cover the maintenance expenses of the Building.

12. DEFECT LIABILITY:

- 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 (excluding the under mentioned in clause no.2) of the **PROMOTER** as per the agreement for sale relating to such development is brought to the notice of the **PROMOTER** within a period of 5 (five) years by the **ALLOTTEE** from the date of handing over possession, it shall be the duty of the **PROMOTER** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **PROMOTER** failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 2. Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (passenger/goods lifts, generator, motors, STP, transformers, gym equipment, windows, R.O plant etc.) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The **PROMOTER** shall transfer manufacturer's guarantees/warrantees to the **ALLOTTEE** or association of Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical switches, public bath fitting, door hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient (Tiles, Granite, Railing, Wood doors and Kitchen sink).
- d. The terms of work like painting etc. which are subject to wear and tear.
- 3. The Purchasers 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 or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the promoter shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the **ALLOTTEE** or the association of the **ALLOTTEES** as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The PROMOTER

/ maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the **ALLOTTEE** agrees to permit the association of **ALLOTEES** and/or maintenance agency to enter into the Schedule B Property 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 Aakriti Miro Apartments 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 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 **ALLOTEES** formed by the **ALLOTEES** for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Para 12 above, the **ALLOTTEE** shall, after taking possession, be solely responsible to maintain the Schedule B Property at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule B Property 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 Schedule B Property and keep the Schedule B Property, 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 **ALLOTTEE** further undertakes, assures and guarantees that he/she 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 **ALLOTEES** 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 **ALLOTTEE** shall not store any hazardous or combustible goods in the Schedule B Property or place any heavy material in the common passages or staircase of the Building. The **ALLOTTEE** shall also not remove any wall, including the outer and load bearing wall of the Schedule B Property.
- 15.3 The **ALLOTTEE** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **PROMOTER** and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The **ALLOTTEE** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 15.4 The **ALLOTTEE** shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of **ALLOTTEES** and/or maintenance agency appointed by Association of **ALLOTTEES**. The **ALLOTTEE** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. 13.5 The **ALLOTTEE/S** shall pay user charges in respect of Clubhouse, Gym, Swimming Pool and all other facilities mentioned in Schedule-D Annexed hereto provided by the Promoter or to its nominee or to the Society as per the usage under the Clubhouse rules and regulations and other notices given from time to time. Such user charges shall be paid to the Promoter or its nominees who are the core service provider
- 15.5 Any type of modifications, changes, variations and alterations to the structural, elevation and architectural features shall not be permitted. However, a request from the **ALLOTTEE** for minor one time internal modifications to the respective Apartment is permitted within a specified time. It is the sole discretion of the Promoter to accept such request in consultation with Architect and other service consultants and construction team to evaluate the request and decide to accept or reject.
- 15.6 The **ALLOTTEE/S** is liable to pay towards internal modifications, if any; indicated in the estimate furnished by Promoter. The Promoter shall commence the internal modifications only upon receiving the full amount i.e., 100% of the estimated cost furnished/notified by the Promoter with in fifteen days from the date of written communication from Promoter or else the Promoter with no prior intimation to the **ALLOTTEE/S**, reserves the right to proceed ahead as standard Apartment without modifications being executed.
- 15.7 The **ALLOTTEES** shall not, at any time, demolish or be a cause to demolish their Apartment or any part of the building including the common areas such as staircase, parking places, etc., which are likely to cause injury or damage to the structure of the building. The **ALLOTTEES** shall not make or be a cause to make any additions or alterations or any new constructions of any nature, whatsoever, contrary to the plan for their Apartment or to any part of the building. The **ALLOTTEES** shall not close the balconies and parking with grills or any other partitions or Fix sliding/Fixed Windows to the balconies/service areas or make any additions and alterations in the elevation and shall not alter the

- exterior of the building, including colour scheme without the unanimous approval of the Association.
- 15.8 The **ALLOTTEES** shall keep their Apartment as well as partition walls, drains, drainpipes, water pipelines and the appurtenances thereto in good tenable condition so as to support shelter and protect all parts of the building and also for proper utility and occupation.
- 15.9 The **ALLOTTEES** shall use the common over-head tank provided for, along with other Apartment owners of the building, and agrees to pay the water charges as and when levied, proportionately as per the reading of water meter. The **ALLOTTEES** agree to fix the air conditioner units, both the outdoor and indoor units at the designated location as shown/earmarked in the apartment only. The **ALLOTTEE** cannot request for the same to be shifted for any reason.
- 15.10 The **ALLOTTEES** also covenants that they will not throw dust, rubbish, rags, waste, spit or permit the same to be thrown in the compound or in any portion of the said building which may cause damage or inconvenience to other occupants of the building. It is hereby specifically agreed by the **ALLOTTEES** that they will dry their clothes only in the Utility areas. The **ALLOTTEE** will not dry any clothes on the parapet walls of Utility Area or utilize common areas such as the terrace to dry their clothes and are required to use specially designed stand/apparatus/pulley system for the same. The **ALLOTTEES** shall not keep door mats, shoe racks, footwear or any kind of personal material or their belongings in any of the common areas including the corridors, parking areas, terrace areas, etc.
- 15.11 The **ALLOTTEE** & Association of **ALLOTTEES** agrees not to dry clothes in the Sit out, place pots, clad the walls in any material, paint the walls in a different colour, install false ceiling, fix cupboard/racks or make any modifications to the Sit outs. The Promoter reserves the right to remove any such installations/modifications.
- 15.12 The **ALLOTTEE** or Association of **ALLOTTEES** agrees that corridor area will not be used fix cupboards, shoe rack, racks, place pots or undertake any modification to the way it was handed over. Further the **ALLOTEE** & Association of **ALLOTTEES** agree that no changes to the main door including change in colour, height and width, installation of additional screen door over the

main door will be undertaken by them. The **ALLOTTEE** and Association of **ALLOTTEES** also agree that corridor walls including those next to the main door will not be painted in a different colour, cladded with material or make any necessary changes to the way it was handed over at the time of completion.

- 15.13 The **ALLOTEE** and Association of **ALLOTTEES** agree that their name board outside their apartment will be in accordance to the design provided by the Promoter. Further they agree that no light fixtures or signages can be installed outside the main door or in the corridor.
- 15.14 The **ALLOTTEES** hereby agree that they will use the said Apartment for residential purpose only and shall not use for commercial purposes such as office space, clinics, consultancies, display centres, service apartments etc. or permit the same to be used for any other purpose which may likely to cause inconvenience to the neighbouring occupants of the building nor shall it be used for any illegal or immoral purposes but strictly for residential use and if it is let out, should be utilized for the residential purpose only.
- 15.15 Planter boxes and windows are staggered and positioned differently for each Apartment and they will be fixed as per the architectural elevation design.
- 15.16 Plants to be planted in the planter box will be defined by the Promoter and has to be strictly followed by the Allottee.

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

The Parties are entering into this Agreement for the allotment of a Schedule B Property 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, except as already informed to the Allottee and set out in this agreement.

18. MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the **ALLOTTEE** hereby authorizes and permits the **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(s) **or shall seek No Objection from financial institutions** before execution of conveyance Deed in respect the Schedule B Property in favour of the **Allottee**. The **ALLOTTEE** shall be informed about the same at the time of agreement.

19. MISCELLANEOUS

- 19.1. The Parties hereby agree that in case the ALLOTTEE is availing a housing loan/loan from any Bank / Financial Institution / Non Banking Financial Corporation / Financier (the "Bank"), a Tri-partite Agreement, as per the draft provided by the Bank and agreed by the Promoter, shall be executed by and between the Bank, the Promoter and the ALLOTTEE. In any event, the ALLOTTEE will finance the margin money, and the loan will be paid directly from the Bank to the Promoter. The ALLOTTEE acknowledges that the ALLOTTEE'S obligation to pay the total sale consideration as mentioned in this Agreement shall be an independent and exclusive liability, which is independent of the bank loan obtained by the ALLOTTEE, such that, if the ALLOTTEE is unable to obtain a bank loan or having obtained a bank loan, the Bank is not disbursing the money, the ALLOTTEE shall be independently liable to pay the sale consideration to the Promoter. The Promoter shall not be responsible in any way if the ALLOTTEE does not succeed in receiving a loan from the Bank.
- 19.2. The building is named and called as "AAKRITI MIRO" and the Promoters can erect display boards/name boards as per their commercial and branding requirements on a permanent basis. The name board of the builders will be displayed permanently at the site and the ALLOTTEES have no objection to the same.
- 19.3. The **ALLOTTEE/S** will not be allowed to start interior works until the construction of apartment is totally constructed and completed. Once the apartment is handed over to the Allottee for interiors means and includes that the apartment is fully finished and formalities of handover is complete, irrespective of whether or not the apartment is ready for living. Interiors will be allowed only after handing over / taking over of the Apartment. The Interiors have to be completed within 4 months from the date of taking over of the Apartment. Interiors shall be done between 8.00 A.M to 7.00 PM

- only. **ALLOTTEE** has to pay a penalty to the society for interiors done beyond 4 months of handing over.
- 19.4. The **ALLOTTEE/S** shall pay an amount of Rs.25,000/- (Rupees Twenty Five Thousand only) towards Legal and Documentation Charges plus applicable taxes at the time of execution of Sale Deed Registration.
- 19.5. It is agreed that the parking places will be allotted to the Allottees through the lottery method.
- 19.6. All the owners/residents must park their vehicles in the parking lots allotted to them and they must not park their vehicles in any of the open areas of the building, setbacks, or in the parking lots of other owners/residents.

The **PROMOTER** shall take the following steps to enable formation of an Association of Purchasers under section 11(4) (e) of the Act:-

With respect to a real estate project, the **PROMOTER** shall submit an application to the Registrar for registration of the Association of **ALLOTTEES** as a society under the Telangana/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 in such a project have taken possession and the **PROMOTER** has received the full consideration from such Purchasers. All the Purchasers on payment of full consideration shall become members of such Association of Purchasers formed by the **PROMOTER**. However, the **ALLOTTEE** shall cooperate to the vendor and sign necessary applications, petitions, for forming an association.

- a) The association will have to be formed as per the above clause, however the decision with regard to continuation of maintenance by Promoter, will at that point of time vest with the Association. If the **PROMOTER** fails to form the Association of **ALLOTTEES**, the Authority shall by an order direct the **PROMOTER** to apply for formation of such Association or may authorize the **ALLOTTEES** to apply for formation of the said Association.
- b) Notwithstanding any other rule, after conveying the title to the Association of Purchasers under Section 17, the **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

PROMOTER without any restriction or entry of the building and development of common areas.

- 20. BINDING EFFECT: Forwarding this Agreement to the ALLOTTEE by the PROMOTER does not create a binding obligation on the part of the PROMOTER or the ALLOTTEE until, firstly, the 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 ALLOTTEE and secondly, appears for registration of the same before the concerned Sub-Registrar ______ as and when intimated by the PROMOTER. If the ALLOTTEE/S fails to execute and deliver to the PROMOTER this Agreement within 30 (thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Sub-Registrar for its registration as and when intimated by the PROMOTER, then the application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE as per the Act 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 Schedule B Property, 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 ALLOTTEE / SUBSEQUENT ALLOTEES: 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 Schedule B Property and the Project shall equally be applicable to and enforceable against and by any subsequent ALLOTTEES of the Schedule B Property, in case of a transfer, as the said obligations go along with the Schedule B Property for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The **PROMOTER** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **ALLOTTEE** in not

making payments as per the Payment Plan [Schedule D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **ALLOTTEE** that exercise of discretion by the **PROMOTER** in the case of one **ALLOTTEE** shall not be construed to be a precedent and /or binding on the **PROMOTER** to exercise such discretion in the case of other Purchasers.

- 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 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 **ALLOTTEE** has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion with the built up area, balcony area, verandah area, common areas and parking area of the Schedule B Property bears to the total built up area of all the Schedule B Property 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 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 **PROMOTER** through its authorized signatory at the **PROMOTER** Office, or at some other place, which may be mutually agreed between the **PROMOTER** and the **ALLOTTEE**, in Hyderabad, after the

Agreement is duly executed by the **ALLOTTEE** and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar ______ at Hyderabad. Hence this Agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES: That all notices to be served on the **ALLOTTEE** and the **PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE** or the **PROMOTER** by Registered Post at their respective addresses specified below:

M/s Aakriti Constructions & Developers Pvt. Ltd., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at "Adityaram Square", bearing Municipal Number, 8–2–293/82/A/646A, 4th Floor, situate at Road No. 36, Jubilee Hills, Hyderabad – 500 033,

AND

ALLOTEE DETAILS

It shall be the duty of the **ALLOTTEE** and the **PROMOTER** 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 **PROMOTER** or the Purchaser, as the case may be.

30. JOINT ALLOTTEES

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

- **31. SAVINGS**: Any application letter, allotment letter, agreement, or any other document signed by the **ALLOTTEE**, in respect of the apartment, plot or building, as the case may be, 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 **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.

34. OTHER TERMS AND CONDITIONS

- **34.1**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 Allottee only.
- 34.2 Realization of Payments: All payments shall be subject to their actual realization in the Promoter's account. The date of credit into the aforesaid account or the Promoter shall be deemed to be the date of payment of an instalment by the Allottee. 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.

N WITNESS WHEREOF parties herein above named higned this Agreement for Sale at		
attesting witness, signing as such on the day first above w		
mesting withess, signing as such on the day mist doore		
SIGNED AND DELIVERED BY THE	WITHIN NAMED:	
ALLOTEE:		
(1) Signature	Please affix	
Name	photograph and sign	
Address		
	across the photograph	
(2) Signature	Please affix	
Name	photograph and sign	
Address	across the photograph	
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SIGNED AND DELIVERED BY THE WITHIN N	AMED: Lto.	
PROMOTER: (1) Signature (Authorized Signatory) Name	Please affix photograph and sign	
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PROMOTER: (1) Signature (Authorized Signatory) Name Address Atonin the present the pre	Please affix photograph and sign across the photograph ence of:	

SCHEDULE "A" PROPERTY

All that part and parcel of contiguous piece of agricultural dry land admeasuring 16,940 Sq. yards (Ac.3.20 guntas) comprising of 9,680 Sq. yards (Ac.2.00 Guntas) in Sy.No.312 (Part) and 4,840 sq.yards (Ac.1.00 Guntas), 2,420 Sq. yards (Ac. 0.20 Gts) in Sy.No.313 (Part), situated at Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana, bounded on:

North: 40 feet wide road

South: Land in survey No.312 part and 313 part

East: 40 feet Wide road leads from Darga to Lingampally

West: Land in survey No.313 part

SCHEDULE "B" PROPERTY

All that the Flat N	No	in	block,	floor, _	BHK	type, having
carpet of	_ square	feet., and	Exclusive Ba	alcony, Utility	& Duct are	a of
square feet., wall	area of		square feet a	nd common a	area of	square feet.,
totally having a	saleable	area of	sq.	feet type in	the comple	x known as
"AAKRITI MIR	O" apart	ment alon	g with parking	g admeasuring	8*14 square	feet on land
admeasuring Ac.3	3.20 Gur	ıtas, situat	ed in Sy.Nos.	312(Part) &	313(Part) of	Nallagandla
Village, Serilingar	npally M	Iandal, R.F	R. District and	bounded by:		
East By	:					
West By	:					
North By	:					
South By	:					
(The promoter w	ill transf	er the pro	rate share of	Sq. fe	eet of right t	o use of the
common areas of	the build	ing and	Sq.yrd of	undivided rigl	nt, share, title	, interest and
ownership in the S	Schedule	"A" Prope	erty, in favor of	f the ALLOT	TEE or the A	ssociation of
the ALLOTTEE /	S , in acc	cordance v	vith Section17	of the Act of	r as may be	permitted by
law.)						

PROMOTER

ALLOTTEE

SCHEDULE "C' - FLOOR PLAN

PROMOTER

ALLOTTEE

SCHEDULE "D' - PAYMENT PLAN

Booking Advance		
20% Margin Money-Booking (Already Paid)	20%	
Mobilization / Tri-partite	10%	
On Completion of Foundation	10%	
Casting Of 2 nd Slab	10%	
Casting Of 5 th Slab	10%	
Casting Of 8 th Slab	10%	
Casting Of 11 th Slab	10%	
Casting Of 14 th Slab	10%	
Casting Of Final Slab	5%	
Pre-Handover (Prior to fixture fixing, painting, Acid Cleaning in flat)	5%	
(Payable before the Registration of sale deed)- Advance Maintenance Charges	Rs.75/-	
(Payable before the Registration of sale deed)- Corpus Fund	Rs.75/-	
Total		

PROMOTER

ALLOTTEE

SCHEDULE "E' - SPECIFICATIONS

STRUCTURE

R.C.C Framed structure to withstand wind and Zone II seismic loads

SUPER STRUCTURE

Brick masonry with first class AAC/CLC/CC blocks in cement mortar.

PLASTERING

- a) Internal:15mm thick cement/gypsum plaster with smooth finishing.
- b) **External**: 20mm thick 2 coat cement plaster with smooth finishing.

PAINTING

- a) Internal: Smooth Luppam Finish with 1 coat Primer & two Coat of Paint.
- b) **Ceiling**: Smooth Luppam Finish with 1 coat Primer& two Coat of Paint (Excluding Painting for False Ceiling vide Interior)
- c) External: 2 coat putty ,1 coat primer & 2 coat of external Paint

FLOORING

- a) **Drawing, Dining, Living, & foyer**: Vitrified tiles in 24"x24" with 4" height skirting (Johnson / Nitco or equivalent).
- b) **Bed room & kitchen**: Vitrified Tiles in size 24"x24" with 4"height skirting (Johnson / Nitco or equivalent).
- c) Toilets / Utility area: Best quality Acid resistant and Anti skid ceramic tiles.

DOORS

a) **Main Door**: Wooden door frame & 30mm thick door with melamine polish and Designer veinar with match laminating

b) **Internal door**: Wooden door frame & solid core flush /Skin door shutter of 30mm with branded hardware's.

WINDOWS

Windows frame & shutters - UPVC or Aluminium Powder Coated with glazed shutters.

KITCHEN

- a) Granite Kitchen platform with stainless steel single bowl sink, water connection for municipal & domestic water with provision for fixing Aqua guard/RO.
- b) Glazed Ceramic Tile dado up to 2' height, above kitchen plat form.
- c) Provision for Exhaust Fan and Chimney

UTILITY / WASH AREA

- a) Glazed matt finish ceramic tile dado up to 3' height.
- b) Provision for dish washer & wet area for washing utensils etc.

TOILETS

- a) Digital Designer glazed/Matt finish ceramic tile up to 7' height.
- b) Washbasin
- c) E W C with PVC flush tank and health faucet.

Sanitary ware: Parryware/Hindware/Johnson or equivalent make.

Bath fitting: Parryware/Hindware/Johnson or equivalent make.

ELECTRICAL SYSTEM

- a) Concealed copper wiring (FR Grade) in conduits for light, fan plug and power plug points: Fincab, HPL, Ploycab, Anchor or equivalent make.
- b) Power point provision for air conditioner in Master bed room.
- c) Power point provision for geysers in all bath rooms.
- d) Power point provision for cooking range, refrigerator, micro ovens mixer & grinder in kitchen
- e) Plug point provision for refrigerator, T V & audio systems.
- f) Miniature circuits breakers (MCB) & RCCB/Isolator for each distribution board and Switches;-Fincab, Anchor, HPL, Polycab or Equivalent Make.
- g) 3 phase supply for unit and individual meter boards.

WATER SUPPLY & SANITARY SYSTEMS

- a) Water supply point in kitchen / toilets as required.
- b) Provision for Municipal water supply connection in kitchen from elevated tank.
- c) Provision for Manjeera water supply connection which includes pipeline / Water tank / External Pipelines etc. Fees for the same shall be paid by individual community owners on actual basis.

SCHEDULE "E' -AMENITIES

- · Gated Community with round the clock security
- Club House with Swimming Pool (Minimum Built up Area to be 19,000 SQFT)
- Provision for Library
- Well-equipped Gym
- · Air-conditioned Banquet Hall
- · Provision for Meditation and Yoga Hall
- · Provision for Indoor games
- · Provision for Grocery store
- · Badminton court
- · Landscaped garden with adequate children's play area
- · Water softener/RO for Drinking Water
- Sewerage treatment plant
- CCTV cameras along boundary
- Security room
- · Power Backup for Common Area

a description of the Control Pvt. Ltd.

Director