

[Rule 38]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day ____ of _____, 2021 between

VERTEX KLR DEVELOPERS L.L.P., a Limited Liability Partnership Firm having its administrative office at Vertex Corporate, 4th Floor, Plot No.8 & 9, Jubilee Enclave, Opp, Hitex Entrance, Madhapur, Hyderabad, represented by its Managing Partners Sri **C.G.Murali Mohan** S/o. Late. Chakka Sankaraiah, aged about 53 Years, Occupation: Business, D. No. R/o. Plot No.270-M, Road No.10, Jubilee Hills, Hyderabad-500033, Aadhar No. 328570049108 and Sri. **Kichnnagari Anurnop**, S/o. K Laxma Reddy, aged about 35 years, Occ: Business, R/o:23/C, Gandipet, K.V Ranga Reddy, Telangana-500075, Aadhar No.826591943546 (**Vertex KLR Pan card No. AARFV1740M**).

(Hereafter called the Promoter which their expression shall unless excluded by or is repugnant to the subject or context, include their heir's executor's administrators and assigns)

AND

Sri _____, (Aadhar No. _____) S/o. _____ aged about _____ years, R/o. _____
(PAN: _____),

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

The Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

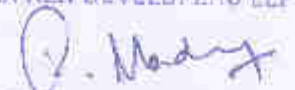
For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Government of Telangana;
- (c) "Rules" means the 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.

WHEREAS:

- A. WHEREAS the Developer / Vendor acquired rights through various Sale Deeds, Development Agreement cum General Power of Attorney and Agreement of Sale cum General Power of Attorney, etc for the lands in total admeasuring Acres 104 – 00 Guntas forming part of Sy. No: 82/P, 83/P, 84/P, 85/P, 92/P, 93, 94, 95, 773/P, 774/P, 777/P, 778/P, 779/P situated in Mankhal Village, Hamlet of Thukkuguda, Maheshwaram Mandal Ranga Reddy District.
- B. WHEREAS the Developer/Vendor applied for permission under Section 19 & 20 of HMDA Act, 2008 rules and regulations to make a layout in Sy. No's: 82/P, 83/P, 84/P, 85/P, 86/P, 90, 92/P, 93, 94, 95, 773/P, 774/P, 777/P, 778/P, 779/P, situated at Mankhal Revenue Village, Thukkuguda Municipality, Maheshwaram Mandal, Ranga Reddy District.

For VERTEX KLR DEVELOPERS LLP


Authorised Signatory

Parties agree as follows:

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in para H.

1.2. The Total Price for the Plot is Rs. _____/- (Rupees _____ Only).

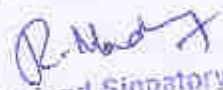
("Total Price") (Give break up and description):

Plot no. _____ Type _____	Rate of Plot per square yard*
Total price (in rupees)	_____

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable. (AND) [if/as applicable]

Particulars	Cost in Rs
Basic Selling Price Per Sq. Yd.	---
Premium Charge Per Sq. Yd.	---
East :	---
Corner:	---
Club House (If provided)	---
Garden View (If provided)	---
Infrastructure Development	---
Water purifying system and	---
Municipal Water Connection (If provided):-	---
Total cost of the Plot	---

For VERTEX KLR DEVELOPERS LLP


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1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the plot 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 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. 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 Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

(i) The Allottee shall have exclusive ownership of the Plot;
(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest 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 Plot includes recovery of price of land, the Common Areas, internal development charges, external development charges, taxes, cost of providing water line 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 Plot and the Project.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his plot, as the case may be.

For VERTEX KLR DEVELOPERS LLP



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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 plot 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 Plot, 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 Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the 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 layout 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, as 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT:

7.1 Schedule for possession of the said Plot –

The Promoter agrees and understands that timely delivery of possession of the Plot 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 Plots along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 25-01-2024 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 Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee

For VERTEX KLR DEVELOPERS LLP



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by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, 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 Plot, with interest at the rate prescribed in 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 Plot, 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 Promoter has 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;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project;
 - (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 Plot 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 Plot 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 Plot which will, in any manner, affect the rights of Allottee under this Agreement;

For VERTEX KLR DEVELOPERS LLP


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(i) In case the Allottee fails to make payments for any demands made by the Promoter as per the Payment Schedule annexed hereto;

(ii) The Allottee hereby agree that in the event of any delay of more than (15) fifteen days in making payment of any instalment amount of the sale consideration as mentioned in the Schedule of Payment, he/she/they shall be liable to pay interest @ 2% per month on such amount due from him/her.

(iii) The Parties herein agreed that the Allottee herein shall not delay in making payment of balance sale consideration stipulated in "Schedule of Payment" for more than (30) Thirty days from the date of such payment fell due. In any eventuality of the Purchaser(s) becoming defaulter, the Vendors shall be entitled to forfeit reasonable amounts towards liquidated damages along with GST from the amount paid by the Purchaser(s). However, the Promoter shall at their discretion to extend the period of default from (30) Thirty days to (60) Sixty days only if there is any genuine unforeseen difficulty of the Purchaser(s) in failing to make payment of the sale consideration. Wherever any extension of time or any other waiver is granted by the Promoter, it shall not be construed as waiver of any of its rights under this agreement and the Promoter shall be entitled to enforce any part of the agreement irrespective of any extension of time granted earlier.

(iv) The Parties agreed that in the event of the Allottee found to be unable to make the payment of balance sale consideration of the Schedule 'B' Property, this Agreement of Sale shall stand cancelled and in which case the Promoter shall after deducting the above-mentioned liquidated damages, will refund the balance amount to the Allottee after finding an alternate purchaser. Upon such cancellation of this Agreement, the Allottee/s shall not have any claims over the Schedule 'B' Property and/or Promoter. The Promoter shall be entitled to deal with Schedule 'B' Property as they may deem fit for their benefit without reference to Allottee/s.

10. CONVEYANCE OF THE SAID PLOT:

After receipt of total consideration, the Vendor of First part shall get the Sale Deed executed and registered in favour of the Purchaser(s). However, if the Vendors/Developer execute the sale deed in advance before receipt of total sale consideration to facilitate the Purchaser(s) in obtaining any housing loan from any bank or financial institution, then the Vendors/Developer shall have lien/ charge/ right over the Schedule 'B' Property till the entire sale consideration is paid to them and in no case the Purchaser(s) shall be entitled to sell or dispose-off the Schedule 'B' property to any third party without the prior written consent of the Vendors/Developer or/and bank, before making payment of the total sale consideration.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE PROJECT:

1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the plots 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 Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to

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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 project or anywhere on the exterior of the Project, buildings therein or Common Areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common areas.

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 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.

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

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

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after 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 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 Project or the land underneath or the receivables, subject to the condition that the project shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

18.1 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.

17.2 The Allottee understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities ("TDS") on the properties with a total sale deed value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) or on such other amounts, as may be prescribed by the Income Tax Authorities and deposit the said TDS with Income Tax Authorities.

17.3 The project is named and called as "GIGACITI" 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 Project will be displayed permanently at the site and the Allottees have no objection to the same.

17.4 It is made understood to the "Purchaser(s)" that, the "VENDORS" will not be held responsible for any acquisition of any part of Schedule of Land by the Government or its agency for any public purpose. In case of any part of the common road of the Schedule 'A' land is acquired by

FOR VERTEX KLR DEVELOPERS LLP


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the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1 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 (Annexure C) 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 Allottees.

25.2 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.

26. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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.

27. 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 Allottee(s) in Project, the same shall be the proportion which the carpet area of the Plot bears to the total carpet area of all the Plots in the Project.

28. 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.

29. 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's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, hence this Agreement shall be deemed to have been executed at Hyderabad.

30. 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:

(Name of Allottee)
(Allottee Address)

Attention: M/s. VERTEX KLR DEVELOPERS LLP.

Address: Vertex Corporate, Plot no.8 and 9, Jubilee enclave, Madhapur, Hyd

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 Allottee, as the case may be.

For VERTEX KLR DEVELOPERS LLP


Authorized Signatory

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE OF PROPERTY-A

All that land part and parcel of HMDA approved residential project with LAYOUT PERMIT No. 000064/LO/Plg/HMDA/2021 covered by Sy No. 82/P, 83/P, 84/P, 85/P, 92/P, 93, 94, 95, 773/P, 774/P, 777/P, 778/P, 779/P, for the total lands admeasuring Acres 104-00 Guntas situated in Mankhal Village, Hamlet of Thukkuguda, Maheshwaram Mandal Ranga Reddy District is bounded by:

NORTH: 50' Ft Road

SOUTH : 150' Ft Road

EAST : Survey No's 92/P, 91, 90, 89, 86/P, 87/P

WEST : Survey No 779/P

SCHEDULE OF PROPERTY-B

All that piece and parcel of Open Plot bearing No. _____ admeasuring _____ Square yards., vide HMDA approved LAYOUT PERMIT No. 000064/LO/Plg/HMDA/2021 known as "GIGACITI" covered by Sy No. 82/P, 83/P, 84/P, 85/P, 92/P, 93, 94, 95, 773/P, 774/P, 777/P, 778/P, 779/P, situated at Mankhal Revenue Village, Thukkuguda Municipality, Maheshwaram Mandal and bounded as by:-

NORTH:

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