

- A. The Owner is the absolute owner of land admeasuring Ac. 8.14 gts, equivalent to 40414 sq. yds or 33786.10 sq.mts., in Sy. Nos. 279 and 280, situated at Chandanagar Village, Serilingampally, Ranga Reddy District(hereinafter “**Schedule Land**”).
- B. The Owner purchased the Schedule Land from the previous landowners namely, one KMR Estates and Builders Pvt. Ltd., one Wincon Housing Pvt. Ltd., and one Smt. M. Sudha (for all of whom the Owner held registered general power of attorneys), vide a registered Sale Deed dt. 08.06.2018, bearing Doc. No. 4571/2018, registered with the office of Sub-Registrar, Serlingampally.
- C. The Owner is a registered society formed for the welfare of employees of M/s Voltas Ltd. and Electrolux Ltd. Previously, the Owner had formed itself into an unregistered society by the name of M/s Allwyn Voltas Employees Cooperative Housing Society (“**AVECHS**”). The members of AVECHS had entered into individual agreements of sale with the vendors of the Owner herein (i.e. KMR Estates and Builders Pvt. Ltd., Wincon Housing Pvt. Ltd., and Smt. M. Sudha) for the total purchase of land admeasuring Ac.18.00 gts in Sy.No. 279 and 280.
- D. Subsequently disputes arose between members of AVECHS and the vendors of the Owner. The members of AVECHS filed O.S. 554 of 2007 on the file of the Hon’ble II Addl. District Judge, Ranga Reddy District for specific performance of the agreements of sale above, against the vendors of the Owner. The suit was withdrawn and dismissed by an order dated 02.11.2011. Eventually, AVECHS and the vendors of the Owner agreed to settle the disputes amicably and reached an understanding. The vendors of the Owner refunded the amount to the members of AVECHS. The vendors of the Owner also agreed to transfer land equivalent to the balance amount, which is the Schedule Land.
- E. The members of AVECHS formed themselves into a society in the name and style of the Owner herein, i.e., M/s Voltas Electrolux VRS Employees Mutually Aided Co-operative Housing Society Ltd. The Owner society was duly registered vide proceedings no. AMC/DCO/RR/1382/2009. Thereafter, the vendors of the Owner executed the following documents with respect to the Schedule Land in favour of the Owner herein:

Vendor 1 (of the Owner)- KMR Estates and Builders Pvt. Ltd.:

Sl. No.	Document	Dated	Document No.	Extent of Land
1.	Agreement of Sale-cum-General Power of Attorney	27-10-2009	2402 of 2009	Ac. 2.00 gts. in Sy. No. 279
2.	General Power of Attorney	30-07-2012	5490 of 2012	Ac.1.00 gts in Sy No. 279, 280
3.	General Power of Attorney	05-06-2015	3639 of 2015	Ac. 0.34 gts. in Sy. No. 279, 280

Vendor 2 (of the Owner)- Wincon Housing Pvt. Ltd. :

Sl. No.	Document	Dated	Document No.	Extent of Land
1.	General Power of Attorney	27-10-2010	53 of 2010	Ac. 2.20 gts in Sy. No. 279 and 280

Vendor 3 (of the Owner) - M. Sudha :

Sl. No.	Document	Dated	Document No.	Extent of Land
1.	General Power of Attorney	28-07-2011	65 of 2011	Ac. 2.00 gts in Sy. No. 279

Total Extent of Land: Ac. 8.14 Gts. in Sy No. 279 and 280 of Chandanagar Village, Serilingampally, Ranga Reddy District.

- F. Finally, the vendors of the Owner, represented by the Owner as their GPA Holder, transferred the Schedule Land to the Owner herein vide the above mentioned registered Sale Deed dt. 08.06.2018, bearing Doc. No. 4571/2018, registered with the office of Sub-Registrar, Serilingampally.
- G. Out of the Schedule Land, a portion of land admeasuring Ac. 0.10.5 gts. is still in the possession of the previous landowners (i.e. the vendors of the Owner herein). The Owner is in the process of negotiation with the previous landowners for handing over possession of the Ac. 0.10.5 gts. Upon the release of the land admeasuring Ac. 0.10.5 gts. by the previous landowners, the said land shall fall to the share of the Promoter herein, who may use it for the Project, further development, or otherwise.
- H. The Owner has entered into a Development Agreement-cum-General Power of Attorney with the Promoter herein, dt. 30.03.2019, bearing Doc. No. 3544/2019, registered with the office of Sub-Registrar, Serilingampally (“**DAGPA**”), with respect to development of the entire Schedule Land for the purpose of constructing residential apartments with common areas and amenities. The Promoter, having vast experience in real estate and development of lands and having the required expertise, infrastructure and finances, has agreed to undertake the development of the Schedule Land to develop the same into residential complexes. As the total extent of land physically available currently is only Ac. 8-03.5 Guntas, the Promoter is developing the said land and this Agreement of Sale pertains to the said land only. The said extent of Ac. 08-03.5 Guntas is described in the Schedule A hereto and referred to as the **Said Land**.
- I. The Promoter shall develop the Said Land into a residential gated community project as gated community, in two phases (Phase I and Phase II), comprising of total 6 residential blocks (i.e. 3 residential apartment buildings in each phase) and 1 amenities block which will be commonly shared by the owners and residents of the apartments in both phases. The entire project will be known as ‘**Sree Hemadurga Paradise**’. The present Agreement pertains to Phase I of the development, which consists of 3 residential apartment buildings with a total of 480 individual apartment units, namely Tower 1A (180 units), Tower 1B (160 units), and Tower 4 (140 units) and 1 amenities block consisting of club house, gymnasium, swimming pool and other sports

utilities (“**Project**”). The Project is a phase of **Sree Hemadurga Paradise** for the purposes of the Act.

- J. Out of the total number of 480 residential apartment units being developed in the Project, the Promoter, as a holder of the development agreement, is entitled to 300 units (i.e. 160 units in Tower 1B and 140 units in Tower 4) and the Owner is entitled to 180 units (i.e. 180 units in Tower 1A).
- K. The Promoter has applied for and obtained the building permission for developing the Project, dated 11-02-2019, bearing no. 1/C21/02502/2019, from the Greater Hyderabad Municipal Corporation (**GHMC**). According to the sanctioned plan, the GHMC has permitted the construction of HighRise apartment buildings with 940 number of units of different sizes, with Cellar, Stilt + 10 upper floors. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- L. 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 regarding the Said Land on which Project is to be constructed have been completed.
- M. The Said Land is earmarked for Residential Zone vide letter issued by Hyderabad Metropolitan Development Authority, dated _____, bearing no. _____.
- N. The Promoter has obtained NOC from Airports authorities of India wide ID No.HYDE/SOUTH/032317/203161 Dated 10/4/2017
- O. The Promoter has obtained Environmental Clearance from State level Environment impact assessment authority (SEIAA) Telangana State Govt of India. Order No.SEIAA/TS/OL/RRD-151/2017 Dated 09/10/2017.
- P. The Promoter has obtained NOC from Telangana State Disaster Response & Fire Services Department Provisional NOC No.000470 to 474/PROVE/Rangareddy/2017.
- Q. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at _____ on _____ under registration no. _____, as per RERA Act 16/2016 & Telangana RERA Rules, 2017.
- R. The Allottee had applied for an apartment unit in the Project vide application no. _____ dated _____ and has provisionally been allotted unit no. _____, in tower no. _____, which has the following specifications, more fully described in **Schedule B** (“**Apartment**”):

Carpet Area(sft)	Balcony (sft)	External Walls (sft)	Plinth Area	Common Area (Including Amenities) (sft)	Saleable Area (sft)
A	B	C		D	E=A+B+C+D

- (i) Carpet Area: _____ square feet, excluding verandahs, balconies, terrace area of _____ sq. feet,
- (ii) Total Saleable Area: _____ sq. feet (“**Saleable Area**”)
- (iii) Type: _____
- (iv) Floor: _____
- (v) Tower name: _____

And includes the following:

- (i) Proportionate undivided share of land admeasuring «_____» square yards out of the Said Land;
- (ii) [1 car parking slot] [2 car parking slots on back-to-back basis] which shall be confirmed by the Promoter at the time of registration of the sale deed, as permissible under the applicable law; and
- (iii) Pro rata share in the common areas in the Project as defined under clause (n) of Section 2 of the Act (“**Common Areas**”) more particularly described in **Schedule F** and the floor plan of the Apartment is annexed hereto and marked as **Schedule C**.

- S. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- T. 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.
- U. 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.
- V. 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 Apartment.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and Agreements contained herein and other good and valuable consideration, the said Parties agree as follows:

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; and
- (e) “**Section**” means a section of the Act.
- (f) Terms used in this Agreement, unless otherwise defined in this Agreement, shall have the meaning ascribed to them under the Act and the Rules, as the case may be.

1. CONSIDERATION FOR THE SALE:

- 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 Apartment.
- 1.2. Total Price for the Apartment:
- 1.3. The total consideration for the Apartment based on the Saleable Area is Rs. _____ (Rupees _____ only ("**Total Price**")):

Particulars	Rate per sft (In Rupees)	Amount (in Rupees)	Goods and Service Tax (in Rupees)	Total Amount (in Rupees)
Cost of the Apartment				
Corpus Fund (Payable at the time of registration)	-			
Advance Maintenance Charges, payable at the time of registration.	-			

AND

Garage/Covered parking – __	Price for __
Total price (in rupees)	_____

Stamp Duty & Registration charges etc to borne by ALLOTEE/VENDEE.

1.4. Terms and Conditions with respect to the Total Price:

1.3.1 The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.

1.3.2 The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, 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 occupancy 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 if the Allottee is not in default of its obligations under the Agreement, provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Allottee as per actuals over and above the Total Price.

1.3.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated towards the Total Price and taxes as stated above and the Allottee shall make the 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.

1.3.4 The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, flooring, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the Common Areas, maintenance charges as per this Agreement etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement within the Apartment and the Project.

1.4 No Escalation of Total Price:

1.4.1 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.

1.4.2 The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority, the Promoter shall

enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

2. TERMS AND CONDITIONS WITH RESPECT TO PAYMENT:

- 2.1 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D** (“**Payment Plan**”).
- 2.2 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule D) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ‘Sharvani Ventures & Avenues Pvt Ltd,’ payable at Hyderabad.
- 2.3 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 Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.4 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) vide cheque no dated.....of Bank.....Branch, as Booking Amount being part payment towards the Total Price of the Apartment at the time of application (“**Booking Amount**”), the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule D) as may be demanded by the Promoter within the time and in the manner specified therein:

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

2.5 Corpus Fund

- 2.5.1 The Parties agree that any amount collected or received towards transfer fees or member fees shall also be considered a part of the Corpus Fund.
- 2.5.2 The Parties agree that the initial Corpus Fund amount of Rs. _____/- (Rupees _____ Only) being collected by the Promoter is subject to such modification and/or revision by the Promoter until the handover of the Project to the Association of Allottees.
- 2.5.3 The Promoter shall transfer the Corpus Fund collected by the Promoter from the Allottee to a separate account maintained with any public sector bank, to be operated and maintained as per the bye-laws of the Association of Allottees. The Corpus Fund shall be utilised only for purposes such as replacement of or major repairs for the generator, common electrical, water, drainage system or acquisition of any new amenity, etc.
- 2.5.4 The Parties agree that the Promoter is entitled to exercise lien over the Apartment in respect of amounts to be paid towards the Corpus Fund, and the Promoter is entitled to retain

possession of the Apartment till the entire payment towards the Corpus Fund is fully paid by the Allottee.

2.6 Apartment Specific Charges

- 2.6.1 The Allottee agrees that, in addition to the Advance Maintenance Charges, the Allottee(s) shall make the payments for the utilities like Electricity, Gas Supply, Water Supply, Diesel Generator, for other services, as per the actual consumption to the Association of Allottees/PMC and these charges shall not be included in the Advance Maintenance Charges.
- 2.6.2 The Allottee agrees that the Advance Maintenance Charges being paid by the Allottee to the Promoter shall relate to maintenance charges for a period of two years from the date of the handover of the Apartment to the Allottee(s). After the completion of such period, the Allottee(s) shall pay the then applicable maintenance charges to the Association of Allottees or the Promoter/PMC, as the case may be.

3 GENERAL TERMS AND CONDITIONS OF THE SALE

3.1 No Changes to Sanctioned Plans:

- 3.1.1 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications of the Project and the nature of amenities described herein at **Schedule E** and **Schedule F** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, as the case may be, without the previous written consent of the 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.

- 3.1.2 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 Schedule E to this Agreement, unless it results in structural defect.
- 3.1.3 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.

3.2 Saleable Area:

- 3.2.1 The Promoter shall conform to the final Carpet Area and Saleable Area that has been allotted to the Allottee after the construction of the Apartment is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area or the Saleable Area.
- 3.2.2 The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area or the Saleable Area, then the Promoter shall refund the excess money paid by Allottee within 45 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 Carpet Area or the Saleable Area, which is not more than three percent of the Carpet Area of the Apartment, allotted to Allottee, the Promoter may demand

the excess amount 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 Clause 1 of this Agreement.

3.3 Rights of Allottee to the Apartment:

Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (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 occupancy certificate from the competent authority as provided in the Act or after the completion of *Sree Hemadurga Paradise*, whichever is later, provided that the Promoter shall endeavor to hand over the Common Areas to the Association of Allottees at the earliest possible after obtaining the occupancy certificate in consultation with the Association of Allottees;
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

- 3.4 It is agreed that the Project forms part of and is one of the phases of a residential project consisting of multi-storied buildings comprising of 6 blocks being developed in various phases under the name and style of *Sree Hemadurga Paradise*. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of all the occupants and allottees of *Sree Hemadurga Paradise* and the Project and the Allottee shall not object to the same.
- 3.5 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the car parking (as set out in the preamble of this Agreement) shall be treated as a single indivisible unit for all purposes.
- 3.6 It is agreed that the Project is a phase of *Sree Hemadurga Paradise* covering the Said Land. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of the occupants and allottees of *Sree Hemadurga Paradise* and the Allottee shall not object to the same.
- 3.7 The Promoter agrees to pay all outgoings before transferring the physical possession of the Project 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 therefor by such authority or person.

4 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1 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.
- 4.2 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.
- 4.3 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.
- 4.4 The Promoter accepts no responsibility in regard to matters specified in Clauses 4.1 to 4.3 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.

5 TIME IS OF 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 Apartment 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 AND APARTMENT:

- 6.1 The Allottee has seen the approved layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed as Schedules C, D, E and F, which have been approved by the competent authority, as represented by the Promoter.
- 6.2 The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities.
- 6.3 Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Telangana and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner

provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Allottees or the competent authority, as the case may be, is the essence of the Agreement.

7.2 Date of Handover:

7.2.1 The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications and facilities of the Project in place on or before _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate Project ("**Force Majeure**").

7.2.2 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 Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

7.2.3 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 Allottee, 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.

7.3 Procedure for Taking Possession of the Apartment by Allottee –

7.3.1 The Promoter (i) upon applying for and upon the completion of the period prescribed for issuing the occupancy certificate under applicable building laws; or (ii) after obtaining the Occupancy Certificate from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee, who has paid all the amounts in terms of this Agreement. The Allottee shall respond to the same within 14 days declaring his/her acceptance or concerns(if any) with respect to construction as per the sanctioned plan and the specifications in Schedules B, C, E and F. Failure to respond within the stipulated time period shall be deemed as acceptance. If the Allottee has no concerns, he/she shall take possession within two months from the date mentioned in Clause 7.2.1 above.

7.3.2 If the Allottee fails to take delivery within the time specified in the notice referred to in Clause 7.3.1 above, he shall be liable for payment of all ongoings including maintenance charges, water and electricity charges, Corpus Fund etc. from the date of notice. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate.

7.3.3 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. However, 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.

7.3.4 The Allottee, after taking possession or in accordance with Clause 7.3.2, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees.

7.3.5 The Promoter shall hand over the occupancy certificate of the Project, as the case may be, to the Association of Allottees after obtaining the same from the competent authority.

7.4 Failure of Allottee to take Possession of Apartment –

7.4.1 Upon receiving a written intimation from the Promoter as per Clause 7.3, the Allottee shall take possession of the Apartment 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 Apartment to the Allottee.

7.4.2 In case the Allottee fails to take possession within the time provided in Clause 7.3.1, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.3.2.

7.5 Handover of documents–

After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottees, 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 Occupancy Certificate.

7.6 Cancellation by Allottee –

7.6.1 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 paid for the allotment.

7.6.2 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 Apartment to another purchaser, whichever is later.

7.7 Compensation–

7.7.1 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.

7.7.2 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment:

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.2.1; or
- (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act;
- (iii) 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 Apartment, 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 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 Apartment, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Owner has 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) 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 authority with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Apartment 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment 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 Apartment to the Allottee;
- (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/or the Association of Allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project except those disclosed in the title report.

8.2 The Allottee, with the intention to bring all persons into whosoever hands the Apartment may come, hereby covenants to the Promoter as follows:-

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, 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 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, fire sprinkler system, piped gas facility 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, Parris or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Promoter.
- (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 and connection charges 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 Association of Allottees may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees 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 the maintenance of the Common Areas, services and amenities of the building/Project in which Apartment is situated is handed over to Association of Allottees and till all the total builtup 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 Project and Sree Hemadurga Paradise or any part thereof to view and examine the state and condition thereof.

9 EVENTS OF DEFAULT AND CONSEQUENCES

9.1 Subject to the Force Majeure clause (in Clause 7.2.1 above), the Promoter shall be considered to have committed an act of default, on the occurrence of any of the following events (“**Default by Promoter**”):

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.2 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 clause, ‘ready to move in possession’ shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been (i) applied for and the period prescribed for issuing the occupancy certificate under applicable building laws has expired; or (ii) issued by the competent authority;
- (ii) Discontinuance of the Promoter’s business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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.
- (iii) 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 to have committed an act of default, on the occurrence of any of the following events (“**Default by Allottee**”):

- (i) In case the Allottee fails to make payments for ____ consecutive demands made by the Promoter as per the Payment Plan (Schedule D) 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 Allottee under the condition listed above continues for a period beyond ____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter

shall intimate the Allottee 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 is able to resell the Apartment/Plot to another purchaser, whichever is later.

10 EXECUTION OF CONVEYANCE DEED

- 10.1 The Promoter, on receipt of Total Price of the Apartment as per Clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupancy Certificate, to the Allottee.
- 10.2 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/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11 MAINTENANCE OF THE PROJECT

- 11.1 The Promoter shall exclusively provide the maintenance services for the Apartment and the Tower in which the Apartment is located for a period of two years from the date of receiving the Occupancy Certificate for that Tower. Such date (i.e., starting and ending date) shall be common for all residents in the Tower in which the Apartment is located. After such two year period, the Association of Allottees shall be responsible for the maintenance of the Apartment and the Tower and the common areas and the Allottee agrees and acknowledges that the maintenance of the Apartment, the tower in which the Apartment is located and the common areas and amenities shall be deemed to be handed over after the completion of the 2 year period and the Promoter shall not have any liability or responsibility after such two year period. 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.
- 11.2 The club house and service connections, like water and sewerage supply, which are common to the entire *Sree Hemadurga Paradise* project which is being undertaken in phases, shall be jointly maintained by the Promoter and the Association of Allottees till the entire Project is completed. The club house and its services shall be subject to user charges as may be fixed by the management of the club house or as the case may be the service provider, from time to time.
- 11.3 All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance Agreements and insurance Agreements with the authorized service providers and the costs of such annual maintenance charges and insurance shall be part of the maintenance charges payable by the occupants.
- 11.4 The Promoter / maintenance agency /Association of Allottees 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 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.

12 LIABILITY OF PROMOTER FOR DEFECTS

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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 of the Apartment, 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's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 Notwithstanding anything contained in the above clause the following exclusions are made:

- (i) Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the Promoter/welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers guarantees/warrantees to the Allottee or Association of Allottees as the case may be.
- (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- (iii) Allowable structural and other deformations including expansion quotient.
- (iv) The terms of work like painting etc. which are subject to wear and tear.

12.3 The Allottee shall maintain the Apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the Apartments. The Association of the Allottees 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 GENERAL TERMS WITH RESPECT TO USAGE OF THE APARTMENT

13.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project 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, firefighting 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 Allottees formed by the Allottees for rendering maintenance services.

13.2 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the

Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

13.3 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

13.4 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.

14 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

15 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 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.

16 MORTGAGE OR CREATION OF 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 favor of the Allottee(s). The Allottee shall be informed about the same at the time of Agreement.

17 MISCELLANEOUS

17.1 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 Tripartite 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. Further, the Purchaser(s) hereby undertakes to duly submit with the Promoter such certificate within 15 days of remitting TDS with Income Tax Authorities.

18 ASSOCIATION OF ALLOTTEES

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

With respect to the Project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

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.

- 18.2 Notwithstanding any other rule, after conveying the title to the Association of Allottees 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 Plot 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 Allottees without any restriction or entry of the building and development of common areas.

19 TRANSFER

- 19.1 The Allottee shall have the right to nominate one blood relative in whose name the Sale Deed for the Apartment can be registered instead of the Allottee, prior to the registration of the Sale Deed. This is limited to only a one-time nomination.

- 19.2 In the event that the Allottee seeks to transfer his rights concerning the Apartment at any time prior to the registration of the Sale Deed, then the Allottee shall not sell the Apartment at any price lower than the prevailing base price of the Promoter for such Apartment and pay an amount of Rs. 3,00,000/- to the Promoter and obtain a No-objection Certificate from the Promoter with respect to such sale by executing required documentation between the Promoter, the Allottee and the third party. It is clarified that the third party purchasing the Apartment shall not be allowed to sell the same again till the Sale Deed has been registered in favour of the third Party and subject to the fulfillment of the other terms of this Agreement.

The third party that steps in as a result of such sale shall execute the relevant agreements in the same format as were executed by the Allottees with the Company, and shall have all the obligations towards the Promoter as the Allottee had in the first instance.

- 19.3 The transfer of rights as described in paragraph 19.2 above is subject to the following conditions: (i) the Allottee having paid at least 20% of the total consideration from their own capital, and (ii) the Allottee has fulfilled and will fulfill, until actual transfer of rights, all of their contractual obligations as stipulated in this Agreement.

20 BINDING EFFECT

- 20.1 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 (Schedule D) 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 _____ (*specify the address of the Sub-Registrar*) as and when intimated by the Promoter.

- 20.2 If the Allottee 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 Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, 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 without any interest or compensation whatsoever.

21 ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/building, as the case may be.

22 RIGHT TO AMEND

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

23 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

24 WAIVER NOT A LIMITATION TO ENFORCE:

- 22.1 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 Allottees.

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

25 SEVERABILITY

If any provision of this Agreement is determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

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 Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Saleable Area of all the Apartments in the Project.

27 FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of 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's Office, in _____ 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 _____ (*specify the address of the Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at _____.

29 NOTICES

29.1 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:

(i) In the case of notice to the Promoter:

Attention :
Address :
E mail :

(ii) In the case of notice to the Allottee, to:

Attention :
Address :
Email id :

29.2 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.

30 JOINT ALLOTTEES

In case there are Joint Allottees 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 be considered as properly served on all the Allottees.

31 SAVINGS CLAUSE

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 thereunder.

32 GOVERNING LAW

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

33 DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED: