

[See Rule 38]

AGREEMENT FOR SALE

This Agreement for Sale ("AGREEMENT") executed on this ____ day of ____, ____

By and Between

M/s MYSCAPE PROPERTIES PVT. LTD., (CIN No. U45209AP2012PTC082127) a Company incorporated under the provisions of Indian Companies Act, 1956 and having its Registered Office at Plot No.1219, Road No.36, Jubilee Hills, Hyderabad-500033, Telangana (PAN no. AAICM0529P), represented by its Authorized Signatory, Mr.Nitin Chalasani (Aadhar No. 507024267331) authorized vide board resolution dated 24-11-2016, hereinafter referred to as the "PROMOTER/DEVELOPER/VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

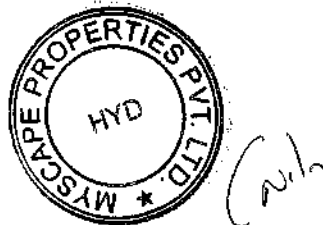
AND

Mr/Mrs _____ (Aadhar No. _____), S/o. Sri. _____, aged about ____ years, Resident of _____, Hyderabad, _____ (PAN No. _____), hereinafter referred to as the "ALLOTTEE / PURCHASER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)]

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

DEFINITIONS CLAUSE:

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



- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016);
- b) "Appropriate Government" means the Government of Telangana;
- c) "Rules" means Telangana State Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016 (Central Act 16 of 2016);
- d) "Regulations" means the Regulations made under the Act and / or the Rules;
- e) "Section" means a section of the Act;
- f) "Carpet Area" shall be the area of the Unit, proposed to be sold, as measured from the inside surface of the perimeter wall to the inside surface of the opposite perimeter wall minus vertical penetrations of the floor for stairs, elevators and risers;
- g) "Club House" means a specified space in the Project which is earmarked by the Developer for establishing a recreational club.
- h) "Common Areas", with reference to the Project, shall mean all of the common areas being part of the building/towers constructed in the Project, including the corridors, hallways, staircase, passageways, lobbies, lift rooms, machine rooms, basement, balconies, sanitary ducts, electrical ducts, overhead and underground water tanks and pump rooms, all with respect to the building constructed in the Project; and
- i) "Saleable Area" includes Carpet Area plus all verandahs, columns, balconies, terrace area which are exclusively meant for the use of the owner of the Unit plus the proportionate share of Common Areas and any other area as agreed between the Developer and the Purchaser / Allottee for which a proportionate cost has been collected from the Purchaser / Allottee. Saleable Areas shall not include car parking area and any amenities areas that are shared with other occupants / owners in the Project; and



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- j) "Specifications" shall mean the warm shell specifications of the Unit to be constructed in the Project, details of which are more fully set out as an annexure hereto and marked Schedule D.

WHEREAS:

- A. The Vendors/Landowners and the Developer herein are the absolute and lawful owners of the land admeasuring Ac.4-00 Guntas (being 19,360 sq. yds.) in Sy.No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State (hereinafter to be referred as "Project Land"). Out of the said Project Land:
- a. The Vendor No. 1 / Landowner No. 1 being the absolute owner of the land admeasuring Ac. 0-30 Guntas, equivalent to 3630 Sq. yards in Sy. No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana District, had in turn entrusted the same in favour of the Developer hereinabove for the purpose of development of the same in to the Project vide Development Agreement - cum - General Power of Attorney dated February 6, 2017 registered as document No. 2567 of 2018 in the office of the Sub-Registrar, Serilingampally (Development Agreement).
- b. The Vendor No. 2/ Landowner No. 2 being the absolute owner of the land admeasuring Ac.1-00 Guntas equivalent to 4,840 Sq. Yards, out of the land totally admeasuring Ac. 3-00 Guntas equivalent to 14,520 Sq. yards,in Sy.No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State, had entrusted the same in favour of the Developer hereinabove for the purpose of development of the same in to the Project vide Supplemental Development Agreement -cum- General Power of Attorney dated September 25, 2018 which was registered as document No. 16135 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.). Vendor No. 2 / Landowner No. 2 had in turn acquired the title to the above-mentioned land (i.e., land admeasuring Ac.1-00 Guntas, out of the land totally admeasuring Ac. 3-00 Guntas equivalent to 14,520 Sq. yards,in Sy.No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State) vide sale deed dated September 25, 2018 registered as document No. 16134 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.) from M/s. Sandhya Hotels Private Limited, which had previously entered into a Development - Cum - General Power of Attorney dated October 31, 2016 registered as document No. 2566 of 2018 with the Sub-Registrar, Serilingampally (Principal Development Agreement) entrusting the same in favour of Developer for the purpose of development of the same in to the Project;
- c. The Vendor No. 3/ Landowner No. 3 being the absolute owner of the land admeasuring Ac.1-00 Guntas equivalent to 4,840 Sq. Yards, out of land totally admeasuring Ac. 3-00 Guntas equivalent to 14,520 Sq. yards, in Sy. No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State, had entrusted the same in favour of the Developer hereinabove for the purpose of development of the same in to the Project vide Supplemental Development Agreement -cum- General Power of Attorney dated September 25, 2018 which was registered as document No. 16139 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.). Vendor No. 3 / Landowner No. 3 had in turn acquired the title to the above-mentioned land (i.e., land admeasuring Ac.1-00 Guntas equivalent to 4,840 Sq. Yards, out of land totally admeasuring Ac. 3-00 Guntas equivalent to 14,520 Sq. yards,in Sy.No. 79/1 situated at Hafeezpet Village,



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Serilingampally Mandal, Ranga Reddy District, Telangana State) vide sale deed dated September 25, 2018 registered as document No. 16138 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.) from M/s. Sandhya Hotels Private Limited, which had previously entered into the Principal Development Agreement entrusting the same to the Developer for the purpose of development of the same in to the Project;

- d. The Vendor No. 4/ Landowner No. 4 being the absolute owner of the land admeasuring Ac.1-00 Guntas equivalent to 4,840 Sq. Yards, out of land totally admeasuring Ac. 3-00 Guntas equivalent to 14,520 Sq. yards, in Sy.No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State, had in turn entrusted the same in favour of the Developer hereinabove for the purpose of development of the same in to the Project vide Supplemental Development Agreement –cum- General Power of Attorney dated September 25, 2018 which was registered as document No. 16137 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.). Vendor No. 4 / Landowner No. 4 had in turn acquired the title to the above-mentioned land (i.e., land admeasuring Ac.1-00 Guntas equivalent to 4,840 Sq. Yards, out of land totally admeasuring Ac. 3-00 Guntas equivalent to 14,520 Sq. yards, in Sy.No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State) vide sale deed dated September 25, 2018 registered as document No. 16136 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.) from M/s. Sandhya Hotels Private Limited, which had previously entered into the Principal Development Agreement entrusting the same to the Developer for the purpose of development of the same in to the Project;
- e. The Developer / Landowner No. 5 itself is the absolute owner and possessor of the land admeasuring Ac.0-10 guntas equivalent to 1210sq. yds. in Sy. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State, having acquired the said extent of land vide registered Sale Deed dated October 31, 2016, bearing registered document no. 2565 of 2018 in the office of Sub-Registrar, Serilingampally;

(The recitals/detailed link and flow of title in respect of the Project Land pertaining to Recitals A (a) to (e) have been appended herewith as Annexure-A).

- B.** In terms of the said Development Agreement, Principal Development Agreement and the consequently executed Supplemental Development Agreements, the Unit described in Schedule A hereunder fell to the exclusive share of the Developer towards its share in the Project;
- C.** The Project Land is earmarked for the purpose of building/s constructed / to be constructed for residential purposes as set out in the sanction plan, in accordance with the sanction plan and Specifications (the said project / building shall hereinafter be referred to as "Project"), and which Project shall be under the name and style of "MYSCAPE SANCTUARY".
- D.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Project Land on which the Project is to be constructed have been completed;
- E.** The development and construction of residential block on the Project Land, being carried out by Developer, is spread over 2 Blocks being A Block and B Block. Construction of both the Blocks along with the Common Areas and amenities has been undertaken by Developer as a single development project by name "MYSCAPE SANCTUARY".



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- F. For purposes of commencement of the Project, Developer obtained the building permit from the Greater Hyderabad Municipal Corporation (GHMC) by order dated 07-02-2020 under permit no. 1/C/21/01658/2020 for construction of multistoried residential apartment consisting of two cellars for parking, ground + 14 upper floors for residential flats and Ground +5 upper floors for Club House (amenities block) for the entire Project.
- G. The Developer/Vendor has obtained the sanctioned plan, Specifications and approvals for the Project and also for the Unit from the Greater Hyderabad Municipal Corporation (GHMC). The Developer/Vendor 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;
- H. The Developer/Vendor has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____ under registration no. _____;
- I. The Purchaser/Allottee had applied for a residential Unit (admeasuring the extent specified in Schedule A) in the Project vide application dated ____ and has been allotted with Unit No. ___, having Carpet Area of ____ Sq. Ft. exclusive of certain Common Areas admeasuring ____ Sq. Ft., totally having a Saleable Area of ____ Sq.ft., along with allotment of ____ car parking/s in the Project known as "MYSCAPE SANCTUARY" being constructed on the Project Land (hereinafter referred to as the "Unit" more particularly described in "Schedule A" and the floor plan of the Unit is annexed hereto and marked as "Schedule B"); which falls towards the exclusive share of the Developer/Vendor in terms of the Development Agreement and the Supplemental Agreement referred supra.
- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. Additional disclosures/details:

- (1) The Purchaser/s has / have further confirmed that Purchaser/s has / have carefully read the conditions of the Agreement and has / have understood his / her / its / their obligations and liabilities and limitations as set forth herein and has / have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser got understood and verified the Carpet Area, Saleable Area of the Unit and his / her / their entitled undivided right, interest in the Common Areas of the Project and undivided interest in the Project Land herein which is arrived as under:

Unit No. ___, on __ Floor admeasuring __ Sq.Ft.

(a) Carpet Area of the Unit is __ Sq.Ft.

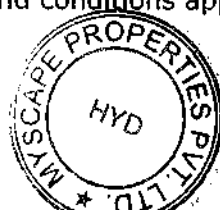
(b) Saleable Area is __ Sq.Ft.

(c) Pro-rata undivided right and interest in the Common Areas which is equivalent to __ Sq. Ft. (part of Saleable Area)

(d) Pro-rata undivided right and interest in the Project Land which is equivalent to __ sq.yards and the same shall be transferred and delivered as per the provisions of the Act and other laws as applicable from time to time.



- (2) Thus, the Purchaser got verified and notified that a total Saleable Area of the Unit is ___ Sq. Ft. The Purchaser herein will acquire ownership, title on Unit area by way of purchase which includes undivided right of use on pro-rata basis in the Common Areas of the Project. The sale consideration / Sale Price payable under this Agreement is Rs._____/ - (Rupees _____ Only) which is in respect of the entire Saleable Area of the Unit. The said entire sale consideration / Sale Price is deemed to be the sale consideration / Sale price for the carpet area being handed over herein. The Sale Consideration / sale price is inclusive of GST benefit, no further input tax credit will be provided.
- (3) The original title deeds of the Project Land are in the custody of the Developer/Vendor herein and it shall deliver the original documents to the maintenance agency / the joint custody of the separate association to be formed by all the owners of the units in the Project "MYSCAPE SANCTUARY" simultaneously at the time when the administration of maintenance of common amenities is handed over to such maintenance agency / association, as the case may be. After completion of the Project, all the Common Areas, infrastructure of the Project including administration of maintenance of Common Areas will be transferred and handed over by the Vendor/Developer in favour of the Association to be formed among the unit owners in the Project as per mutually agreed timelines and under the provisions of Act and other applicable laws governing the same.
- (4) The Vendor/Developer has offered to sell to the Purchaser/Allottee and Purchaser/Allottee agrees to purchase from the Vendor/Developer, the Unit (morefully described and shown hatched on the Floor Plan thereof annexed hereto(hereinafter referred to as "Scheduled B Plan") for a total sale consideration of Rs._____/ - (Rupees _____ Only)and other charges as detailed in Schedule C hereunder on the terms and conditions contained herein being accepted by the Parties hereto payable to the Vendor/Developer.
- (5) The Parties hereby confirm that the "applicable law" includes all applicable laws including but not limited to without limitation the Real Estate (Regulation and Development) Act, 2016 (central act 16 of 2016), Telangana State Real Estate (Regulation and Development) Rules, 2017 or determination by, or any interpretation or administration having the force of law in the State of Telangana whether in effect as of the date of this Agreement or at any time hereafter. However the Parties herein agree to comply with all the provisions of the Act and state regulations in the implementation of the Project and further, if required, the Purchaser hereby agrees and undertakes to enter in to Supplemental Agreement if any with the Developer / Vendor as and when required to amend terms of this Agreement in consonance with the Act and the state Rules including any amendments thereof.
- L. 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;
- M. 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;



- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Unit and the garage/covered parking (if applicable) as specified in Recital I hereinabove.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Developer/Vendor agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase, the Unit as specified in Recital I.
- 1.2. The Total Price for the Unit based on the Saleable area is as per table below ("Total Price"):

Block: _____ Apartment no.____ Type _____ Floor no. _____	Rate of Apartment per Sq.Ft. Rs.	Amount Rs.	GST (5% / 18%) Rs.	Total Amount Rs.
Saleable area _____ sft (cost of apartment, cost of exclusive verandahs, balcony/terrace areas, cost of external walls & shaft areas, proportionate cost of common areas)	____/-	____/-	____/-	____/-
Charges for Infrastructure (TSCPDCL, HMWS &SB Connection Charges, Piped Gas Connection, DG Sets, STP etc.)	____/-	____/-	____/-	____/-
Charges for Amenities & Club Facilities	____/-	____/-	____/-	____/-
Car Parkings (____no.s)	____/-	____/-	____/-	____/-
Total Sale Consideration/sale price in respect of Schedule 'A' Apartment	____/-	____/-	____/-	____/-
Other Charges				
Corpus Fund	____/-	____/-	____/-	____/-
Maintenance Charges For 1 st year	____/-	____/-	____/-	____/-
Total price (in rupees) with (breakup of the amounts payable by the Purchaser referred to in the Schedule 'C' hereunder)		____/-	____/-	____/-
*Stamp Duty, Registration Charges and any taxes, duties, levies as announced by the Government from time to time are applicable				



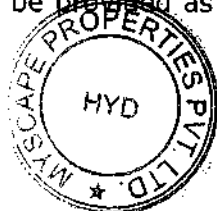
Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser/ Allottee to the Developer/Vendor towards the Unit;
 - (ii) The 'Total Price' above includes Taxes (consisting of tax paid or payable by the Developer/Vendor by way of GST and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/Vendor, by whatever name called) up to the date of handing over the possession of the Unit to the Purchaser/Allottee and the Project to the maintenance agency / association of allottees, as the case may be, after obtaining the Completion/Occupancy Certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser / Allottee to the Developer / Vendor 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 relevant Authority, which shall include the extension of registration, if any, granted to the said Project by the said Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the purchaser/allottee as per actual over and above the total price.
 - (iii) The Developer / Vendor shall periodically intimate in writing to the Purchaser / Allottee, the amount payable as stated in (i) and (ii) above and the Purchaser / Allottee shall make payment demanded by the Developer /Vendor within the time and in the manner specified therein. In addition, the Developer / Vendor shall provide to the Purchaser / Allottee the details of the taxes paid or demanded along with the relevant details.
 - (iv) The Total Price of Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, flooring / tiles, doors, windows and firefighting equipment (as per law) in the Common Areas, maintenance charges as per Clause 11 etc. and includes cost for providing the Specifications as per the Agreement within the Unit and the Project.
- 1.3. 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. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the 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.
- 1.4. The Purchaser/Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").



Signature

- 1.5. It is agreed that the Developer/Vendor shall not make any additions and alterations in the sanctioned plans and Specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule E (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, as the case may be, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act/Rules. The Developer/Vendor 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 as provided under the Act. The maintenance agency appointed and / or the association of purchasers / allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep of all the fixtures, equipment and machinery provided by the Developer/Vendor, for which the Developer/Vendor shall not be liable after handing over.
- 1.6. The Developer/Vendor shall confirm to the final Carpet Area and Saleable Area that has been allotted to the Purchaser/Allottee after the construction of the Project / Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area or the Saleable Area. The total price payable for the Saleable Area shall be recalculated upon confirmation by the Developer/Vendor. If there is reduction in the Carpet Area or the Saleable Area then the Developer/Vendor shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Acts/Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the Carpet Area or the Saleable Area, which is not more than three percent of the Carpet Area of the Unit, allotted to Purchaser/Allottee, the Developer/Vendor may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.7. Subject to Clause 9.3 the Developer/Vendor agrees and acknowledges, the Purchaser/Allottee shall have the right to the Unit as mentioned below:
- (i) The Purchaser/Allottee shall have exclusive ownership of the Unit;
 - (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser / Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser / Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Vendor shall hand over the Common Areas to the maintenance agency or an association of purchasers / allottees, as the case may be, after duly obtaining the Completion / Occupancy Certificate from the competent authority as provided in the Act/Rules;
 - (iii) That the computation of the total price of the Unit includes recovery of price of land, construction of not only the Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, tiles, doors, windows and firefighting equipment (as per law) in the common areas, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and Specifications to be provided as per the agreement within the Unit and the Project; and



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- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit, as the case may be, during normal business hours on working days and subject to providing adequate prior notice to the Vendor / Developer.
- 1.8. It is made clear by the Developer/Vendor and the Purchaser/Allottee agrees that the Unit along with covered parking(s) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone and shall not form a part of and / or linked / combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser / Allottee (like club house, if any). It is clarified that Project's facilities and amenities as provided under this Agreement shall be available only for use and enjoyment of the Purchaser / Allottees of the Project.
- 1.9. The Developer/Vendor agrees to pay all outgoings before transferring the physical possession of the Unit to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoings (including land cost either directly or by way of share in the Project, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Developer/Vendor fails to pay all or any of the outgoings collected by it from the Purchasers/Allottees or any liability, mortgage loan and interest thereon before transferring the Unit to the Purchasers / Allottees, the Developer / Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.10. The Purchaser/Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) as booking amount and has also paid an amount of Rs. _____/- (Rupees _____ Only) towards GST, as part payment towards the Total Price of the Unit at the time of application, the receipt of which the Developer/Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Unit as prescribed in the Payment Plan (provided in Schedule C) as may be demanded by the Developer/Vendor within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer/Vendor abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Developer/Vendor, within the stipulated time as mentioned in the Payment Plan (provided in Schedule C) through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of MYSCAPE PROPERTIES PRIVATE LIMITED payable at Hyderabad.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and



Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Developer/Vendor with such permission, approvals which would enable the Developer/Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/her 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 Developer/Vendor accepts no responsibility in regard to matters specified in Clause 3.1 above. The Purchaser/Allottee shall keep the Developer/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser /Allottee to intimate the same in writing to the Developer/Vendor immediately and comply with necessary formalities if any under the applicable laws. The Developer/Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Developer/Vendor shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

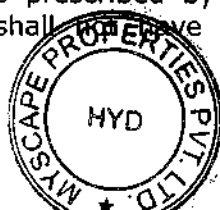
The Purchaser / Allottee authorizes the Developer / Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the Unit, if any, in his/her name and the Purchaser/Allottee undertakes not to object/demand/direct the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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/ UNIT:

The Purchaser / Allottee has seen the proposed project / building plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the Specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Developer/Vendor. The Developer/ Vendor shall develop the Project in accordance with the said project / building plans, floor plans and Specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer/Vendor undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Greater Hyderabad Municipal Corporation Act, 1955 and shall 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 Developer/Vendor shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

- 7.1 Schedule for possession of the said Unit - The Developer / Vendor agrees and understands that timely delivery of possession of the Unit to the Purchaser / Allottee and the Common Areas to the maintenance agency or the association of purchasers/ allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer/Vendor assures to hand over possession of the Unit along with ready and complete Common Areas with all Specifications, amenities and facilities of the Project (as set out under this Agreement) in place on or before 30-09-2023 (subject to the extension of registration, if any, granted to the said project by the Authority) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer/Vendor shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser / Allottee agrees and confirms that, in the event it becomes impossible for the Developer/Vendor to implement the Project due to Force Majeure conditions, then this Agreement / allotment shall stand terminated and the Developer / Vendor shall refund to the Purchaser / Allottee the entire amount received by the Developer / Vendor from the allotment within 90 days from that date. The Developer / Vendor shall intimate the Purchaser / 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 Developer/Vendor and that the Developer / Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Procedure for taking possession- The Developer/Vendor, upon obtaining the Occupancy Certificate from the competent authority or upon obtaining a Completion Certificate from licensed Engineer as the case may be shall offer in writing the possession of the Unit, to the Purchaser / Allottee subject to the Purchaser/Allottee payment of all the amounts as mentioned in this Agreement by that time. If the Purchaser/Allottee fails to take delivery within the time specified in the notice, it will be treated as the Purchaser/Allottee has deemed to have taken possession and he shall be liable for payment of all ongoings including maintenance charges from the date of notice. The Developer/Vendor agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Vendor. The Developer/Vendor shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser /Allottee or any authority or third party on whom the Developer /Vendor has no control. The Purchaser / Allottee, after taking possession / deemed possession, agree(s) to pay the maintenance charges as determined by the Developer / Vendor / maintenance agency / Association of Purchaser / Allottees. The Developer / Vendor shall hand over the copy of Occupancy Certificate of the Unit to the Purchaser/ Allottee at the time of conveyance of the same. After taking possession of Unit by the Purchaser / Allottee, the Developer / Vendor is not responsible for any damage is caused to the Unit due to the acts of the Purchaser / Allottee.



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- 7.3 Failure of Purchaser/Allottee to take Possession of Unit - Upon receiving a written intimation from the Developer/Vendor as per Clause 7.2, the Purchaser/Allottee shall take possession of the Unit from the Developer/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/ Vendor shall give possession of the Unit to the Purchaser /Allottee. In case the Purchaser/Allottee fails to take delivery within the time specified in the notice, it will be treated as the Purchaser/Allottee has deemed to have taken possession and he shall be liable for payment of all outgoings including maintenance charges from the date of notice as specified in Clause 7.2.
- 7.4 Possession by the Purchaser/Allottee: After obtaining the occupancy certificate and handing over physical possession of the Unit to the Purchaser/Allottees, it shall be the responsibility of the Developer/Vendor to hand over the necessary documents and plans, including Common Areas to the maintenance agency / association of purchaser/allottees within thirty days after obtaining the Completion/Occupancy Certificate.
- 7.5 Cancellation by Purchaser/Allottee: The Purchaser/Allottee shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the Purchaser/Allottee proposes to cancel/withdraw from the project without any fault of the Developer/Vendor, the Developer /Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser/Allottee shall be returned by the Developer/Vendor to the Purchaser/Allottee within three months of such cancellation or at the time that the Developer/Vendor is able to resell the said Unit to another purchaser, whichever is later.
- 7.6 Compensation- The Developer/Vendor shall compensate the Purchaser/ Allottee in case of any loss caused to him/her due to defective title of the Project Land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

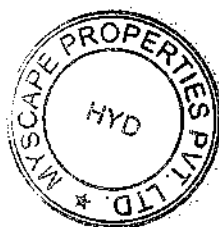
8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER / VENDOR:

- A. The Developer/Vendor hereby represents and warrants to the Purchaser/ Allottee as follows:



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- (i) The Vendors/Landowners and the Developer / Vendor have absolute, clear and marketable title (to the respective extents set out in the Recitals to this Agreement) with respect to the Project Land and the Developer / Vendor has the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Developer/Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land or Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and the Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Project Land and Unit including the Common Areas;
- (vi) The Developer/Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
- (vii) The Developer/Vendor 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 Project Land, including the Project and the said Unit which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
- (viii) The Developer/Vendor confirms that the Developer/ Vendor is not restricted in any manner whatsoever from selling the said Unit to the Purchaser/Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance/Sale deed, the Developer / Vendor shall handover lawful, vacant, peaceful, physical possession of the Unit to the Purchaser/Allottee and the Common Areas to the maintenance agency / association of Purchaser/Allottees or the competent authority, as the case may be;
- (x) The Developer/Vendor 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 /Occupancy Certificate has been issued and possession of Unit along with common areas (equipped with all the Specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the association of Purchasers/ Allottees or the competent authority, as the case may be;

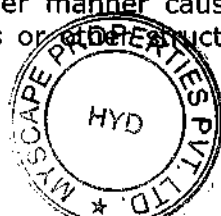


(Signature)

- (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 Developer/Vendor in respect of the Project Land and/or the Project.

Each of the representations above is qualified and is always subject to any inclusions in the Title Report which have been disclosed to the Purchaser / Allottee in terms of the said Title Report.

- B. The Purchaser / Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the Unit may come, hereby covenants with the Developer/Vendor as follows:
- (i) To maintain the Unit at the Purchaser's / Allottee's own cost in good and tenantable repair and condition from the date of possession of the Unit is taken and shall not do or suffer to be done anything in or to the Project / building in which the Unit is situated which may be against the rules, regulations or bye-laws or change / alter or make addition in or to the Project / building in which the Unit is situated and the Unit itself or any part thereof without the consent of the local authorities / maintenance agency (wherever relevant) / association of the Purchaser/ Allottee, if required.
 - (ii) Not to store in the Unit any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Project / building in which the Unit 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 Unit is situated, including entrances of the building in which the Unit is situated and in case any damage is caused to the Project / building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.
 - (iii) To carry out at his own cost all internal repairs to the said Unit and maintain the Unit in the same condition, state and order in which it was delivered by the Developer/Vendor to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Unit is situated or the Unit which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority and also be responsible to indemnify the Developer / Vendor for any costs incurred by them in this regard.
 - (iv) Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside colour scheme of the Project / building in which the Unit is situated and shall keep the portion, sewers, drains and pipes in the Unit 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 Project / building in which the Unit is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural members in the Unit without the



prior written permission of the maintenance agency (if required), and the Developer/Vendor and/or the Society or the Limited Company.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project or the Project Land and the building in which the Unit 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 Unit in the Common Areas, compound or any portion of the Project or the Project Land and the building in which the Unit is situated.
- (vii) Pay to the Developer/Vendor within fifteen days of demand by the Developer/Vendor, his share of security deposit demanded by the concerned local authority or Government for giving infrastructure costs at actual including but not limited to water, electricity or any other service connection to the Project / building in which the Unit 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 Purchaser/Allottee shall observe and perform all the rules and regulations which the maintenance agency / society or the limited company or apex body or federation or association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the units therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the maintenance agency / society / limited company / apex body / federation / association regarding the occupancy and use of the Project / Unit 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 and any other bye-laws that may be put into place in this respect.
- (x) Till a conveyance of the common areas, services and amenities of the building / Project in which Unit is situated is executed in favour of maintenance agency / society / limited company / association and till all the total built up area/units are sold off, the Purchaser/Allottee shall permit the Developer / Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Developer/Vendor shall be considered under a condition of Default, in the following events:

- (i) Developer/Vendor fails to provide ready to move in possession of the Unit to the Purchaser/Allottee within the period specified in Clause 7.1 or fails



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

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

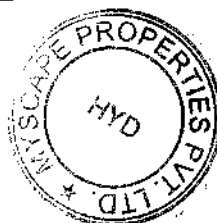
9.2 In case of Default by Developer/Vendor under the conditions listed above, Purchaser/Allottee is entitled to the following:

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

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

- (i) In case the Purchaser/Allottee fails to make payments for 2 consecutive demands made by the Developer/Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/Allottee shall be liable to pay interest to the Developer/Vendor on the unpaid amount at the rate prescribed in the Act/Rules;
- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond one month after notice from the Developer/Vendor in this regard, the Developer/ Vendor may cancel the allotment of the Unit in favour of the Purchaser/Allottee and refund the money paid to him by the Purchaser/Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer/Vendor shall intimate the Allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Developer/Vendor within a period of ninety days after termination or the date on which the Developer/ Vendor is able to resell the Unit to another purchaser, whichever is later.

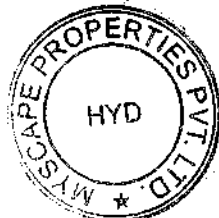
10. CONVEYANCE OF THE SAID UNIT:



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

11. MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT:

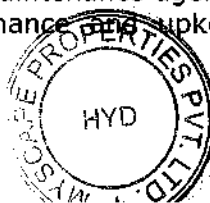
- (i) The Developer/Vendor may provide and maintain essential services in the Project for the initial period of 12 (twelve) months at the option of the Developer / Vendor and till the taking over of the maintenance of the project by the maintenance agency / association of purchasers/allottees, whichever is earlier, and the cost of maintenance shall be borne by the Developer /Vendor and the Purchasers/Allottees, proportionate to the units /buildings in their respective occupation. The Common Areas and its services shall be subject to user charges as may be fixed by the maintenance agency, management of the Club House or as the case may be the service provider, from time to time. If any point of time, during the period of above one year, if such one-time payment made towards Maintenance Charges is not sufficient to meet the expenditure to be incurred, the Allottee herein and all other Allottees shall pay such additional sums from time to time as per the demand made by the Developer herein without raising any objection of whatsoever nature.
- (ii) All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Purchaser/Allottee, the Developer/Vendor shall be the occupant in respect of any unit/building.
- (iii) In the event of delay in taking over the maintenance services by the Association from the Developer even after expiry of one year, and if the Developer continues to provide services of maintenance of Common Area and facilities then the Allottee shall continue to pay to the Developer the Maintenance Charges per month as decided by Developer. The Developer shall return any unspent amount of Maintenance Charges to the Association on Association taking over the maintenance of the Common Areas and facilities from Developer and similarly if the maintenance advance paid by the Allottee is insufficient, the Allottee shall pay the balance estimated maintenance charges within 15 days from the date of issuances of notice by the Developer.
- (iv) Subject to handover of the deemed/physical possession of the Apartment, in the event the Apartment is leased/rented out by the Allottee to a lessee, the occupants of the Apartment shall be entitled to make use of the Club House facilities subject to issuance of an authorization letter by the Allottee and in such an event the Allottee shall not be entitled to use the Club House facilities.



- (v) The Allottee/occupants of the Apartment shall be bound to follow/observe all rules and regulations of the Club House that may be prescribed for the purpose of operating, maintaining and running the Club House by the Developer or the agency operating the Club House.
- (vi) The facilities of the Club House are available for the benefit of the Allottee/Occupant of the Apartment and in the event of transfer of ownership of Apartment, the transferee of the Apartment will be entitled to the benefits of the Club House and the transferor shall cease to be the member of the Club House.
- (vii) The Allottee shall not raise any objection / cause obstruction to men, material and machinery for the propose of repairing, cleaning, laying down, maintaining, and repairing and testing drainage and water pipes, electrical wires and related items for any part of the Project, for keeping in order and good condition of all services.

12. DEFECT LIABILITY:

- (i) 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 Developer/ Vendor as per the agreement for sale relating to such development is brought to the notice of the Developer/Vendor within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Developer/Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/Vendor's failure to rectify such defects within such time, the aggrieved Purchasers/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- (ii) Notwithstanding anything contained in the above clause the following exclusions are made.
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Developer /Vendor shall transfer manufacturers' guarantees/warrantees to the Purchaser/Allottee or maintenance agency / association of Purchasers/Allottees as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Allowable structural and other deformations including expansion quotient, normal hair line cracks.
 - d. The terms of work like painting etc. which are subject to wear and tear.
- (iii) The Purchasers/Allottee shall maintain the Unit in good tenantable condition and carry out the internal repairs for the upkeep of the Unit/s. The association of the Purchasers/Allottees or its assigns shall maintain the services and amenities in good condition and covered with proper annual maintenance contracts and insurance. The obligation of the Developer/Vendor or the maintenance agency, as the case may be, shall be subject to proper maintenance and upkeep of the Units/ services and



amenities by the Purchaser/Allottee and due payment of maintenance charges.

13. RIGHT TO ENTER THE UNIT FOR REPAIRS:

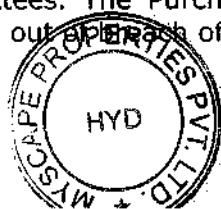
The Developer / Vendor / maintenance agency / association of Purchasers / Allottees shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Purchaser / Allottee agrees to permit the association of Purchasers/Allottees and / or maintenance agency to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- 15.1 Subject to Clause 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Project / Building, or the Unit, or the Common Areas including to 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 Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Purchaser/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 Purchasers/ Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the Building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Unit.
- 15.3 The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/Vendor and thereafter the association of Purchasers/Allottees and/or maintenance agency appointed by association of Purchasers/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.



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

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

17. ADDITIONAL CONSTRUCTIONS:

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

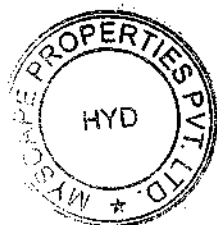
18. MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Purchaser/Allottee hereby authorizes and permits the Developer/Vendor to raise finance/loan from any institution/company/bank by any mode or manner by way of charge/mortgage/securitization of the Unit /Project / building or the Project Land (or part thereof) underneath or the receivables, subject to the condition that the Unit shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Purchaser/ Allottee(s). The Purchaser/Allottee shall be informed about the same at the time of agreement.

19. FORMATION OF ASSOCIATION OF PURCHASERS/ALLOTTEES AND CONSENT OF ALLOTTEES):

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

- a. the Developer/Vendor shall submit an application to the Registrar for registration of the association of Purchasers/ Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the State of Telangana) within two months from the date on which the occupation certificate in respect of the Project is issued and a minimum of sixty per cent of the total purchasers/allottees in the Project have taken possession and the Developer/Vendor has received the full consideration from such Purchasers/Allottees. All the Purchasers/Allottees on payment of full consideration shall become members of such association of Purchasers / Allottees formed by the Developer/Vendor. However, the Developer/Vendor is at liberty to form such an association as and when sufficient quorum/members are available for formation of Association even before the occupancy certificate is issued and even before sixty per cent of the total purchasers in the Project have taken possession so as to enable the Developer/Vendor to approach the concerned authorities and submit required applications in the name of such association for sanction of the necessary electricity connection and/or any other facilities to the Project in the name of such Association itself.
- b. If the Developer/Vendor fails to form the association of Purchasers/Allottees, the Authority shall by an order direct the Developer/Vendor to apply for formation of such Association or may authorize the Purchasers/Allottees to apply for formation of the said Association.



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Page 6 of 6

- c. The Common Areas shall be conveyed by the Developer / Vendor in favour of the Association by way of a registered conveyance deed within thirty days from formation of the Association. The Association shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including actions taken or deficiencies/penalties imposed by the competent authorities.
- d. All the Allottees upon formation of the Association and subject to payment of applicable charges shall become members of such Association formed by the Developer / Vendor.
- e. Notwithstanding any other rule, after conveying the title to the association of Purchasers/Allottees under Section 17 of the Act, the Developer/Vendor shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any unit which is still not sold or allotted and shall be deemed to have been allowed to do so by the association of Purchasers/Allottees without any restriction or entry of the building and development of Common Areas.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and



by any subsequent Purchasers/Allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1 The Developer/Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan (annexed at Annexure C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Developer/Vendor in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Developer/Vendor to exercise such discretion in the case of other purchasers/allottees.
- 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision nor shall the same in any manner prejudice the right of the Vendor/ Developer herein.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 Purchaser/Allottee has to make any payment, in common with other purchaser/allottee(s) in Project, the same shall be in proportion to the Carpet Area or Saleable Area of the Unit bears to the total Carpet Area or Saleable Area of all the units in the Project as the case may be.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

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



A handwritten signature in black ink, appearing to be "Nikhil".

29. NOTICES:

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

Name and Address of the Allottee/Purchaser:

Mr. _____, S/o. Sri. _____
R/o. _____
Mobile No. ____; E-mail: _____

Name and Address of the Developer/Vendor:

MYSCAPE PROPERTIES PRIVATE LIMITED, Office at Plot No.1219, Road No.36, Jubilee Hills, Hyderabad-500033, Telangana.

Contact Person: Mr. _____,
Mobile No. ____; E-mail: _____

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

30. JOINT PURCHASERS/ALLOTTEES:

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

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force. The courts at Ranga Reddy, Hyderabad shall have jurisdiction.

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.



(With)

ADDITIONAL TERMS:

34. NOT TO ALTER NAME:

The Purchaser/s or the association of the owners of the nits shall not alter or subscribe to the alteration of the name of "MYSCAPE SANCTUARY" developed and constructed in the Project Land and /or alter the names assigned to the blocks therein. The Purchaser/s acknowledge, agree and understand that the name "MYSCAPE SANCTUARY" is final for the Project being developed and constructed on the Project Land.

35. CUSTODY:

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

36. ASSIGNMENT:

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

36.2 Subject to Clause 36.1 above, it is also made clear that the Purchaser/s will not be able to assign his/her/their rights in parts/portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. In the event of the Vendor/ Developer herein granting such permission, the Allottee/Purchaser and his assignee/nominee ensure to execute the required documentation at their cost as advised by the Vendor/Developer herein and pay the necessary taxes, duties that are associated with such transfer.

37. INTERIOR WORK:

37.1 All the interior related works that the Purchaser/s may undertake upon his/her/their own can be taken up only after handing over possession of the Unit o the Purchaser/s by the Vendor/ Developer herein without disturbing the structure like beams, columns etc. The Purchaser/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 9 A.M. and 6 P.M. The Vendor/ Developer herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Vendor/ Developer herein. The Vendor/ Developer herein is not answerable for any thefts during the course of the interior works. The Purchaser/s shall abide by the Bye-Laws of the Association or rules made by it for carrying out the interiors. While undertaking the interior works, if any damage is caused to the structures or facilities in the common areas and facilities in the project, the Allottee/Purchaser shall bear and pay the charges incurred by the Vendor/ Developer herein or the Association as the case may be towards undertaking repair of the same and the Allottee/Purchaser shall pay the amount as demanded by the Vendor/ Developer herein or Association as the case may be and the quantum of amount assessed for such repairs by the Vendor/ Developer herein or Association as the case may be, shall be final and binding on the Purchaser.

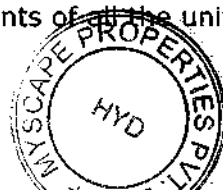


W/n

- 37.2 It is further agreed that while executing and carrying out wood works, interior works within the residential flat at the cost of the Purchaser/s, if any damage is caused to the works already executed by the Developer/Vendor either inside the Flat or in the common areas of the Complex, the Allottees/Purchasers shall be liable to pay such amount to the Developer/Vendor which will be equivalent to the damage caused by the Allottees/Purchasers. In the event of the Allottees/Purchasers leave the dust and wastage un-removed at the time of interior works carried out by the Allottees/Purchasers, the Vendor/Developer will get the same removed and in such an event, the Allottees/Purchasers shall pay Rs. 6000/- for single clearance towards labour charges to the Vendor/ Developer.

38. CORPUS FUND, MAINTENANCE CHARGES AND COMMON AREA MAINTENANCE

- 38.1 The Vendor/ Developer herein has decided to float a Corpus Fund for the entire Project which is payable by the ultimate Purchasers, Land Owners/their successors of the units, as the case may be, including the Purchaser/s herein at the time of delivery of the possession of the units and such Corpus Fund is fixed at Rs. 50/- per Sft. Of the saleable area, being proportionate contribution towards Corpus Fund. The Purchaser/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Vendor/ Developer herein at the time of execution and registration of Sale Deed in his/her/their favour in respect of the Schedule 'A' Unit. Such fund will be governed and held initially by the Vendor/ Developer herein as a custodian and after the construction of Project is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the maintenance agency, if any, association or society formed among the owners of the units in the Project after its formation, as the case may be simultaneously along with the handing over of the administration, Common Areas and amenities to the association.
- 38.2 The maintenance agency / Association, as the case may be, shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure, if applicable, and facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the units in the entire Project in the same proportion in which they contribute the monthly maintenance charges.
- 38.3 The Purchaser/s shall pay to the Vendor/ Developer herein at the time of registration of Sale Deed, a sum of Rs. 42/- for Schedule 'A' Unit (plus applicable taxes) as one-time payment towards "Common Area Maintenance Charges" for an initial period of one year with effective from the date of Occupancy Certificate or Completion of all the amenities and utilities of the Project whichever is earlier.
- 38.4 After the expiry of the initial period of one year, the Vendor/ Developer herein agree to transfer the administration of maintenance of the common areas of the Project to the Owners Association. However, upon expiry of the said initial period of one year, the Purchaser/s herein and all other owners/occupants of the units in the Project shall regularly pay proportionate monthly maintenance charges to the Owners' Association.
- 38.5 The facilities of the Facilities/Amenities area as available in the Project (all provided in terms of this Agreement) are available for the benefit of the Purchaser/s / owners /occupants of all the units in "MYSCAPE SANCTUARY" and in



the event of transfer of ownership of Schedule 'A' Unit by the Purchaser/s herein, such transferee will be automatically entitled to the benefits of the Facilities/Amenities Area and its facilities and the transferor shall cease to be entitled to use the Facilities/Amenities.

- 38.6 As long as the administration of maintenance of Common Areas, amenities and facilities are undertaken by the Vendor/ Developer herein, the Vendor/ Developer herein shall also undertake the administration of the Facilities/Amenities in the Project. It is further agreed that Vendor/ Developer herein either by itself or through a maintenance agency appointed by it can undertake administration of maintenance of Common Areas and Facilities in the Project and thereafter the same shall be run by the Owners' Association/s as envisaged under this Agreement.
- 38.7 The Allottee / Purchaser hereby agrees to purchase the Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.
- 38.8 The Vendor/ Developer herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for establishment of various services and facilities etc. All the contracts to be entered by the Vendor/ Developer herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the Association to be formed among the owners of the units to whom the Vendor/ Developer herein will hand over the Club House and its facilities as well as administration of maintenance of Common Areas, amenities and facilities.
- 38.9 The Vendor/Developer herein reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Project Land till the completion of the Project. The Purchaser/Allottees/s has/have expressly given consent for variations and/or modifications as the Architect / Vendor / Developer herein may consider necessary from time to time during the course of construction and during the period which the Vendor/Developer herein undertakes the administration of maintenance of Common Areas, amenities and facilities subject to the required permissions from the Authorities, subject to the condition that there will not be any material change in the Unit shown to the Purchaser / Allottee basing on which the decision of purchase has been made. The Architect and Vendor / Developer herein is the final decision makers on these aspects and the Purchaser/s/Allottees shall not interfere or question the design, construction processes etc., implemented by the Vendor/Developer herein.

39. MISCELLANEOUS

- 39.1 Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/s or Act of God or such other reasons not within the control of the Developer/Vendors do not fall under the scope of maintenance under defect liability. In case of disputes as to quantity or quality in the construction of Schedule 'A' Unit, the decision of the Architect of the Project shall be final and binding.
- 39.2 The Vendor/ Developer herein has the right to instruct the Purchaser/s to remit the installments payable under this Agreement with standing instructions to the bank accounts of the Vendor/ Developer herein which may be in the nature of



Current Accounts / Over Draft Accounts / Loans Accounts / Escrow Accounts as the case may be and the Purchaser/s/Allottees agree to confirm such compliance in writing in the manner as may be required to the Vendor/ Developer herein or their Bankers from time to time.

- 39.3 Upon termination of this Agreement, the Purchaser/s shall not have any claim/s over the Schedule 'A' Unit and/or on the Vendor/ Developer herein. The Vendor herein shall be entitled to deal with Schedule 'A' Unit as it may deems fit for its benefit without any reference to Purchaser/s.
- 39.4 The breakup of consideration provided in the Clause 1.2 of this agreement is purely for the purpose of understanding and the total consideration mentioned in the clause is towards full and final cost of the Carpet Area of the Schedule A Unit.
- 39.5 The Vendor/Developer herein, in view of the safety and security precautions and to ensure uninterrupted progress of the Project, will decide the time, day and date for the purpose of site visit by the Purchaser / Allottee, if so requested by the Purchaser / Allottee, and will communicate accordingly to the Purchaser / Allottee herein and the Purchaser / Allottee herein agrees for the same.
- 39.6 Stamp duty, Registration Charges and all other incidental and legal expenses: All charges, expenses, stamp duty, registration fee and legal/incidental expenses etc., towards execution and registration of this Agreement and the Sale Deed, at the rate as may be applicable on the date of registration of this Agreement and the Sale Deed of the said Unit including documentation shall be borne by the Purchaser/Allottee only.
- 39.7 The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/s would be on receipt of the total consideration, taxes and other amounts as applicable, from the Purchaser/s and would be in the manner the Vendor/ Developer herein advises the Purchaser/s.

SCHEDULE 'PROJECT LAND'

All that land admeasuring Ac. 4-00 Guntas (being 19,360 sq. yds.) in Sy.No. 79/1 situated at Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District, Telangana State is bounded by:

North	:	50 feet wide road
South	:	Neighbours property
East	:	100 feet wide road
West	:	Neighbours property

SCHEDULE 'A' UNIT

(The Unit hereby agreed to be sold to the Purchaser/s)

All that the Unit bearing No. ____ in ____ Block on ____ Floor admeasuring ____ Sq. Ft. of Saleable Area which comprises of ____ Sq. Ft. of Carpet Area, external walls & shaft area of ____ Sq.ft. and proportionate undivided share of the Common Areas admeasuring ____ Sq. Ft., along with allotment of ____ car parking/sin the Project known as "MYSCAPE SANCTUARY" being constructed on the Project Land, along with pro-rata undivided right and interest in the Project Land which is equivalent to ____sq.yards, and the Unit is bounded by:

North	:	_____
South	:	_____
East	:	_____
West	:	_____



SCHEDULE 'B'

(FLOOR PLAN OF THE Unit NO. ____ in ____ Block on ____ FLOOR)

SCHEDULE 'C'
(PAYMENT PLAN)

The total sale consideration for sale of Schedule 'A' Unit is Rs. _____

The PURCHASER/S/ALLOTTEE has already paid to the VENDOR herein Rs. _____ being advance/earnest amount and the VENDOR herein admits and acknowledges the receipt of the same and the PURCHASER/S has also paid an amount of Rs. _____ towards ST/GST.

The said sale Consideration of Rs. _____ shall be payable by way of the following installments:

S.No.	Particulars	Consideration	GST	Total Amount
1	On Booking (10%)	_____	_____	_____
2	On completion of Foundations (10%)	_____	_____	_____
3	On completion of Basements (10%)	_____	_____	_____
4	On completion of 3 rd floor roof slab (10%)	_____	_____	_____
5	On completion of 7 th floor roof slab (10%)	_____	_____	_____
6	On completion of 11 th floor roof slab (10%)	_____	_____	_____
7	On completion of Terrace floor roof slab (10%)	_____	_____	_____
8	On completion of Plastering in respective unit (10%)	_____	_____	_____
9	On completion of Flooring in respective unit (10%)	_____	_____	_____
10	On Fixing of Doors and Windows in respective unit (5%)	_____	_____	_____
11	At the time of Registration (5%)	_____	_____	_____
	TOTAL	_____	_____	_____

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

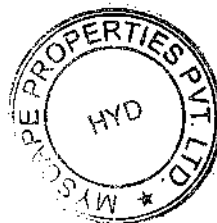
OTHER CHARGES	Amount
Corpus Fund	_____
Maintenance Charges (For First Year, including GST @ 18%)	_____
TOTAL	_____

The payment should be made by way of Account payee cheque/Demand Draft favoring "MYSCAPE PROPERTIES PRIVATE LIMITED" payable at Hyderabad. In case of cheque returns, an amount of Rs.500/- per each return will be charged as cheque return charges. Interest will accrue from the due date and company reserves right to initiate legal recovery measures.

Registration charges - Stamp duty, registration fee etc., at the time of Registration of this Agreement and ultimate sale deed as per applicable laws in force, payable by Purchaser/S.

Applicable Taxes:

- GST @ 5 % (Subject to change as per the rules/laws from time to time and payable along with each installment as mentioned in payment schedule) on total sale consideration.
- GST @ 18 % (Subject to change as per the rules/laws from time to time) on Maintenance Charges.
- The Sale Consideration is inclusive of GST benefit, no further input tax credit will be provided.



Handwritten signature/initials

SCHEDULE "D"
SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE UNIT)

STRUCTURE	RCC framed structure with AAC block masonry.
FLOORING & DADO	Living, dining, Kitchen and balcony; Vitrified tile flooring of size 800x800 All bedrooms and bathrooms; Vitrified tile flooring of size 600x600 Polished natural stone in Lobbies, corridors and stair cases.
TOILETS	All bathrooms to be provided with washbasin, wall mount WC with concealed flush tank, shower and CP fixtures of VITRA or equivalent make. All bathrooms will have grid false ceiling.
DOORS AND WINDOWS	Main door will be in wooden frame with panel type shutters and necessary hardware fittings and fixtures. All internal doors will be in wooden frame with flush shutters and necessary hardware fittings and fixtures. All windows will be aluminium / UPVC system with toughened glass. Sliding French door in aluminium / UPVC system with provision for mosquito proof mesh. Balcony with MS railing
PAINT	External walls finished in cement plaster and weather proof texture paint. Internal walls finished in cement/gypsum plaster and smooth Putty finishes with roller applied acrylic emulsion paint.
KITCHEN & UTILITY	Power points for cooking hob, exhaust hood, refrigerator, mixer/grinders, water purifier in kitchen shall be provided in kitchen. Dado in kitchen and utility with vitrified tile of size 600x600 Utility: Granite platform with stainless steel sink and provision for washing machine.
ELECTRICAL	Concealed copper wiring with PVC insulated wires and modular switches of Legrand or equivalent make. Sufficient power outlets and light points as per furniture layout shall be provided. Necessary electrical, drain lines and sleeves for coolant lines in the beams & walls shall be provided to install split A/c's in living area and in all bedrooms. Provision for geysers and recessed exhaust fans in toilets shall be provided. Distribution boards with MCB's shall be provided for each apartment unit.
TELEPHONE & NETWORK	TV and telephone points in the living area and master bedroom. Intercom facility to all units connecting security. Internet point in living & master bedroom.
LIFTS	2 High speed automatic passenger lift and 1 service lift of Schindler or equivalent in each tower.

SCHEDULE "E"
AMENITIES & FACILITIES

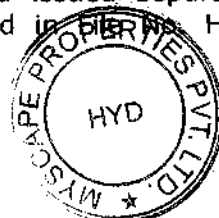
1. Water Treatment & Sewage Treatment Plants
2. 100% DG set backup with individual meters
3. Sophisticated round the clock security system; Surveillance cameras at the main security gate, entrance of each tower, passenger lifts and children's play area.
4. Firefighting equipment shall be provided as per fire safety regulation.
5. Boom barriers at entry for vehicles with mechanical operation.
6. Provision for supply of gas from centralized gas bank to kitchen with individual gas meter.
7. BMS: Building management system will be provided
8. Provision for supply of gas from centralized gas bank to kitchen with individual meter.
9. Departmental Store; Pharmacy; ATM; Banquet Hall; Gym; 2 Indoor Badminton Courts; Maintenance Office; Swimming Pool; Children Play Area; 4 Hobby Rooms



ANNEXURE - A

BRIEF FLOW OF TITLE OF THE PROJECT LAND

- I. Originally, the lands admeasuring Ac. 38-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District was owned and possessed by one Mr. Nawab Sir Khursheed Jah Bahadur and upon his death his son Mr. Nawab Zafar Jung inherited the same and during his holding, the said property became subject matter of the Partition Suit being C.S. No. 14 of 1958 before Hon'ble High Court for the State of Telangana. In the said proceedings, Mr. Nawab Raheemuddin Khan was arrayed as Defendant No. 16 and the Hon'ble High Court passed a preliminary decree on 28.06.1963 in Application No. 264 of 1961, in terms of a compromise, wherein it was decreed that, without prejudice to the rights of the other Defendants therein, Mr. Nawab Raheemuddin Khan was entitled to 15/192 share.
- II. Upon the death of Mr. Nawab Raheemuddin Khan, his legal heirs, being his wife Mrs. Khairunnissa Begum, and his children Ms. Niazunnisa Begum and Mr. Mohd. Basheeruddin Farooqi were impleaded as Defendant Nos. 235, 236 and 237 in the aforementioned proceedings before the Hon'ble High Court. Pursuant to the order of the Hon'ble High Court in Application No. 139 of 1979 in the said C.S. No. 14 of 1958 whereby permission was granted to the Receiver-cum-Commissioner to deliver the above said property, the Receiver delivered vacant physical possession of Ac. 38-00 Guntas of land in Sy. No. 79/1 of Hafeezpet Village to the above-mentioned Defendant Nos. 235, 236 and 237 by conducting a Panchanama on 28.11.1984. Subsequently, the District Registrar, Ranga Reddy in File No. 1659/AR/2005 dated 30.03.2005 validated the said Panchnama.
- III. Ms. Niazunnisa Begum passed away on 19.01.1994 and through her last will dated 16.03.1994 bequeathed her share in the above property in favour of Mr. Mohd. Naseeruddin Farooqi, Mr. Mohd. Jamaluddin Farooqi, Mr. Mohd. Fareeduddin Farooqi and Ms. Sabahatunnisa Begum, i.e., in favour of all the four children of her brother Mr. Mohd. Basheeruddin Farooqi.
- IV. Ms. Khairunnissa Begum, Mr. Mohd. Basheeruddin Farooqi and his four children, i.e., Mr. Mohd. Naseeruddin Farooqi, Mr. Mohd. Jamaluddin Farooqi, Mr. Mohd. Fareeduddin Farooqi and Ms. Sabahatunnisa Begum, all executed Agreement of Sale dated 18.02.1994 in favour of one Mr. P. Srinivas, son of Mr. P. Hanmantha Rao with respect to the entire extent of land admeasuring Ac. 38-00 Guntas of land in Sy. No. 79/1 of Hafeezpet Village.
- V. Ms. Khairunnissa Begum passed away on 01.12.1996 and through her last will dated 01.12.1996, she bequeathed her share in the above property in favour of Mr. Mohd. Naseeruddin Farooqi, Mr. Mohd. Jamaluddin Farooqi, Mr. Mohd. Fareeduddin Farooqi and Ms. Sabahatunnisa Begum, i.e., in favour of all four children of her son, Mr. Mohd. Basheeruddin Farooqi.
- VI. Mr. Mohd. Basheeruddin Farooqi, his four children, i.e., Mr. Mohd. Naseeruddin Farooqi, Mr. Mohd. Jamaluddin Farooqi, Mr. Mohd. Fareeduddin Farooqi and Ms. Sabahatunnisa Begum and the agreement holder, Mr. P. Srinivasa Rao executed a sale deed dated 31.03.2005 registered as document No. 4981 of 2005 in the office of Sub-Registrar, Ranga Reddy for an extent of Ac. 8-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District in favour of M/s. ISPR Properties Private Limited.
- VII. The said land admeasuring Ac. 8-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District owned by M/s. ISPR Properties Private Limited, was regularized by the then Government of Andhra Pradesh vide G.O. Ms. No. 273, Revenue (UC-III) Department dated 03.03.2008 and the Special Officer & Competent Authority, Urban Land Ceiling had issued separate endorsements in favour of M/s. ISPR Properties Private Limited in File No. H2/455/275/06 dated 16.05.2008 by collecting the requisite fee.



VIII. Out of the total extent of Ac. 8-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District acquired by M/s. ISPR Properties Private Limited vide the above sale deed, an extent of land admeasuring Ac. 4-00 Guntas situated in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District (being the Project Land), was sold by M/s. ISPR Properties Private Limited in favour of M/s. Sandhya Hotels Private Limited vide the following four sale deeds:

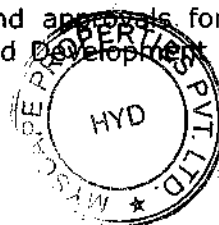
- a. Sale deed dated 09.07.2014 registered as document No. 3177 of 2014 in the office of Sub-Registrar, Serilingampally for sale of Ac. 1-00 Guntas out of total extent of Ac. 8-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District;
- b. Sale deed dated 07.08.2014 registered as document No. 3178 of 2014 in the office of Sub-Registrar, Serilingampally for sale of Ac. 1-00 Guntas out of total extent of Ac. 7-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District;
- c. Sale deed dated 28.08.2014 registered as document No. 4364 of 2014 in the office of Sub-Registrar, Serilingampally for sale of Ac. 1-00 Guntas out of total extent of Ac. 6-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District; and
- d. Sale deed dated 28.10.2014 registered as document No. 4365 of 2014 in the office of Sub-Registrar, Serilingampally for sale of Ac. 1-00 Guntas out of total extent of Ac. 5-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District.

Flow of Title to Vendor No. 1 / Landowner No. 1:

- IX. From the extent of land admeasuring Ac. 1-00 Guntas which was acquired by M/s. Sandhya Hotels Private Limited vide sale deed bearing No. 4365 of 2014 referred above (Refer Point VIII (d)), it had in turn sold an extent of Ac. 0-30 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District in favour of Mr. Akkineni Nagachaitanya, Vendor No. 1 herein vide sale deed dated 31.10.2016 registered as document No. 8846 of 2016 in the office of the Sub-Registrar, Serilingampally.
- X. Subsequently Vendor No. 1 herein, being the absolute owner of an extent of Ac. 0-30 Guntas equivalent to 3630 Sq. Yards in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District had in turn entrusted the same in favour of the Developer herein for the purpose of development of the same in to the Project vide Development Agreement – cum – General Power of Attorney dated 06.02.2017 registered as document No. 2567 of 2018 in the office of the Sub-Registrar, Serilingampally (Development Agreement).

Flow of Title to Vendor Nos. 2, 3 and 4 / Landowner Nos. 2, 3 and 4:

- XI. M/s. Sandhya Hotels Private Limited, which was the owner of Ac. 3-00 Guntas having acquired the same under sale deed bearing Nos. 3177 of 2014, 3178 of 2014 and 4364 of 2014 referred to hereinabove, entered into a Development Agreement – cum – General Power of Attorney dated 31.10.2016 registered as document No. 2566 of 2018 in the office of the Sub-Registrar, Serilingampally with the Developer entrusting the entire extent of Ac. 3-00 Guntas owned by it in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District for the purpose of development of the same in to the Project, granting the liberty to the Developer to club the abutting and adjacent land for the purpose of common development of a larger extent of land admeasuring Ac. 4-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District (Principal Development Agreement).
- XII. However, before obtaining the permission and approvals for commencement of development pursuant to the above-mentioned Development Agreement – cum –

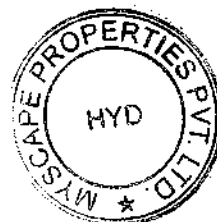


General Power of Attorney dated 31.10.2016 registered as document No. 2566 of 2018, M/s. Sandhya Hotels Private Limited had sold its entire extent of Ac. 3-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District vide the following sale deeds wherein the Developer was also made a consenting party:

- a. Sale deed dated 25.09.2018 registered as document No. 16134 of 2018 in the office of the Sub-Registrar, Ranga Reddy for sale of an extent of Ac. 1-00 Guntas, out of Ac. 3-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District in favour of Mr. K. Srinivas Rao, Vendor No. 2 / Landowner No. 2 herein;
 - b. Sale deed dated 25.09.2018 registered as document No. 16138 of 2018 in the office of the Sub-Registrar, Ranga Reddy for sale of an extent of Ac. 1-00 Guntas, out of Ac. 3-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District in favour of Ms. K. Aishwarya, Vendor No. 3 / Landowner No. 3 herein; and
 - c. Sale deed dated 25.09.2018 registered as document No. 16136 of 2018 in the office of the Sub-Registrar, Ranga Reddy for sale of an extent of Ac. 1-00 Guntas, out of Ac. 3-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District in favour of Ms. K. Amulya, Vendor No. 4 / Landowner No. 4 herein.
- XIII. Further to the above-mentioned sale deeds (Refer to Point XII (a) to (c)), as M/s. Sandhya Hotels Private Limited was no longer the owner of the land admeasuring Ac. 3-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District which was earlier entrusted for development; M/s. Sandhya Hotels Private Limited, the Landowners and the Developer had executed the following Supplemental Developmental Agreements – cum – General Power of Attorney (Supplemental Development Agreements) in continuation to the Principal Development Agreement to record the change of ownership of the land which was covered under the Principal Development Agreement and to record the GPA powers from the current Landowners:
- a. Supplemental Development Agreement –cum- General Power of Attorney dated September 25, 2018 which was registered as document No. 16135 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.) between M/s. Sandhya Hotels Private Limited, Landowner No. 2 and the Developer;
 - b. Supplemental Development Agreement –cum- General Power of Attorney dated September 25, 2018 which was registered as document No. 16139 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.) between M/s. Sandhya Hotels Private Limited, Landowner No. 3 and the Developer; and
 - c. Supplemental Development Agreement –cum- General Power of Attorney dated September 25, 2018 which was registered as document No. 16137 of 2018 in the office of Sub-Registrar, Ranga Reddy (R.O.) between M/s. Sandhya Hotels Private Limited, Landowner No. 4 and the Developer.

Flow of Title to Vendor No. 5 / Developer:

- XIV. From the extent of land admeasuring Ac. 1-00 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District acquired by M/s. Sandhya Hotels Private Limited vide sale deed bearing No. 4365 of 2014 referred above (Refer Point VIII (d)), it had in turn sold the remaining extent of Ac. 0-10 Guntas in Sy. No. 79/1 of Hafeezpet Village, Serilingampally Mandal, Ranga Reddy District in favour of the Developer herein vide sale deed dated 31.10.2016 registered as document No. 2565 of 2018 in the office of the Sub-Registrar, Serilingampally.



(Signature)

IN WITNESS WHEREOF the above parties have put their hands and signed and executed this agreement on the day, month and year hereinabove mentioned in the present of following witnesses:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER(S)/ALLOTTEE(S)

1) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER

Signature (Authorized Signatory) _____
Name _____
Address _____

At _____ on _____ in the presence of:

Please affix
photograph and
sign across the
photograph

WITNESSES:

1) Signature _____
Name _____
Address _____

2) Signature _____
Name _____
Address _____



(21/2)