

AGREEMENT OF SALE**[See rule-38]**

This Agreement of Sale is made and executed on this the _____ day of _____, **2020**, by and between:

Smt. NADIPELLI LAKSHMI W/o. Sri. NADIPELLI MURALI MANOHAR RAO (D/o J. LAXMAN RAO), aged about 44 years, Occ: Employee, Permanent Address: R/o. H.No.8-8-270/A, Plot No.102, Mythri Residency, Road No.2, Banjara Hills, Hyderabad-500034, Presently residing at H.No.43353, Cedar Pond Place, Chantilly, V.A-20152. (PAN:AVOPN0209K)

Hereinafter referred to as the **"Promoter-Owner"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors and administrators of the last surviving Promoter-Owners and his/her assigns).

the above mentioned Promoter-Owner is represented by her Development Agreement Cum GPA Holder M/s. VENKATA PRANEETH DEVELOPERS PVT. LTD., (PAN:AACCV4975A) a Private Limited Company incorporated under the Indian Companies Act, 1956 having its Registered Office at Plot Nos. 40-42, Shutter No.9, 2-37/PR/1/B, Pranav Complex, Praneeth Nagar, Mallampet village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, T.S -500090., herein represented by its Director **Sri. S. DINESH REDDY S/o. S. NARSI REDDY**, aged about 30 Years, Occ: Business, R/o. Villa No.185, Indu Fortune Fields, KPHB Phase-13, Kukatpally, Hyderabad-500072. (Aadhaar No: 7112 6468 5283) (PAN: BQVPR1967F) Vide Development Agreement Cum General Power of Attorney Vide Document No:8971/2018 Dated: 11/07/2018 Regd., at SRO Medchal.

Hereinafter referred to as the **"Promoter-Developer"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the its executors, assigns and administrators).

Hereinafter **"Promoter-Owner" & "Promoter-Developer"** shall be collectively referred to as the **"Promoters"**

AND

1. **Mr.** _____ **S/o. Mr.** _____ aged about ____ Years,
Occupation: _____,
2. **Mrs.** _____ **W/o. Mr.** _____ aged about ____ Years,
Occupation: _____,

Both are R/o. _____.

(Hereinafter called as the **"Allottee/s"/"Purchaser/s"**)

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 assigns

The **"Promoter-Owners" & "Promoter-Developer"/Promoters** and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the **"Parties"**.

Definitions:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) "appropriate Government" means the Government of Telangana;
- c) "Rules" means the Real Estate (Regulation and Development) (General) Rules 2016 and made under the Real Estate (Regulation and Development) Act, 2016
- d) "Regulations" means the Regulations made under Real Estate (Regulation and Development) Act, 2016
- e) "Section" means a section of the Act.

WHEREAS,

Whereas the Promoter-Owner is the sole and absolute owner and peaceful possessor of land in Survey Nos. 227/2, an extent of Ac.4-38 Guntas, Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District., by virtue of registered Gift Deed bearing Document No.5257 of 2016 dated: 27/10/2016 registered at S. R. O Vallabh Nagar.

Whereas the Promoter-Owner has entered into Development Agreement Cum General Power of Attorney with the Promoter-Developer herein in Survey Nos. 227/2, an extent of Ac.4-28.9 Guntas (Out of Ac.4-38 Guntas), Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District., vide registered Development Agreement Cum General Power of Attorney bearing Document Nos. **8971/2018, Dated: 11.07.2018**, registered at S.R.O. Medchal., for development of residential Apartments and Commercial.

The Promoter-Developer under taken development land admeasuring **Ac.4-10 Guntas 17187.64 Sq. Mtrs** (hereinafter referred to as '**Said Land in Schedule A**) and the Said Land is earmarked for the purpose of multi storied building permission for a residential Apartment/Building permission for PROP (Club House): 1 Ground+3, PROP (Tower No.1): 1 Cellar + 1 Ground + 5, PROP (Tower No.2): 1 Ground + 5, PROP (Tower No.3): 1 Ground + 5, PROP (Tower No.4): 1 Ground + 5, and the said project shall be known as "**Praneeth Pranav Flora**" ('**Project**').

The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter-Owner and Promoter-Developer regarding the Said Land on which Project is to be constructed have been completed.

The Director-Planning, Hyderabad Metropolitan Development Authority, hereby known as HMDA vide Letter No: 026602/MED/R1/U6/HMDA/05082019 Date: 17.07.2020 has approved the development of the Project.

The said permission granted above is effective from the date of its issuance and no certificate of commencement is required.

The Promoters have applied for registration of the Project under the Provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____ and got registration vide its Registration Certificate No. _____.

The Promoter-Developer entered into several Supplementary Agreements with Promoter-Owner for allotment of their respective shares. The scheduled Apartment /Flat fallen to the share of Promoter-Developer Vide registered Supplementary Agreement bearing Document No: _____ /2020, Dated : _____, registered at SRO Medchal.

The Allottee/s with an intention to own property in an upcoming, like minded community had applied for purchase of an Apartment/Flat in the Project and has been allotted **Apartment/Flat No. _____ in _____ Floor in Tower-_____** with Plinth area of _____ Sft (includes Carpet area of _____ Sq. feet, verandahs, balconies and Utility area) and common area of _____ Sft **totalling to Saleable area of _____ Sq. Ft.**, including common areas along with _____ Car Parking its allotment No. _____ in Cellar map is annexure and an undivided share of land _____ **Sq. Yards** (hereinafter referred to as "**Schedule-B Apartment/Flat**").

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

The Promoters have not availed any project finance from any financial institutions for the development of the Project.

The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Project.

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.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agrees to purchase the **Schedule-B Apartment/Flat**.

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 Promoters agree to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Schedule –B Apartment/Flat.
- 1.2 The Total Price exclusive of Registration/Stamp Duty Charges for the based on the saleable area is **Rs. _____ /- (Rupees _____ only)**

"Total Price" (inclusive of GST) the break up and description of the "Total Price" excluding Registration/Stamp Duty Charges is as follows:

Tower Name :	Tower -
Apartment/Flat No :	
Floor :	Floor
Plinth Area in Square Feet : (a)	Sft
Carpet Area in Square Feet :	Sft
Proportionate share in common area in Square Feet(b)	Sft
saleable area in Square feet:(including common areas) (a+b)	Sft
Particulars	
Sale consideration of Apartment/Flat exclusive of GST	/-
Add GST (at present applicable rate is %)	/-
Total: (A)	/-
Maintenance charges for One (1) years from the date of occupation certificate @ Rs. /- per Sq. ft.Plus applicable GST % = RS per sft	/-
Legal & Documentation Charges Rs. / Plus applicable GST %	/-
Corpus Fund of Rs. /- & Sinking Fund of Rs. /- Payable to the Society	/-
(B)	/-
TOTAL PRICE – (A) + (B)	/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoters towards the Apartment/Flat;

The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters by whatever name called up to the date of handing over the possession of the Apartment/Flat to the Allottee/s and the Project to the Association of Allottee/s or the Competent Authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoters shall be increased/reduced based on such change/modification:

- (ii) Provided further if there is any increase in the taxes, after the expiry of the schedule 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/s provided that stamp duty, registration fee, mutation charges shall be paid by the Allottee/s as per the actuals over and above the Total Price.

- (iii) The Promoters shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) and (ii) above and the Allottee/s shall make payment demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment/Flat includes recovery of price of land, construction of (not only the Apartment/Flat but also the common areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and/or firefighting equipment and/ or other provisions related to fire (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement with in the Apartment/Flat and the Project; but shall not include the cost of the works, goods or services provided, over and above those agreed under this Agreement and as per separate or independent agreements or orders or those mentioned in clause 8.2 (vii).

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee/s 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 Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall 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/s.

- 1.4. Allottee/s(s) shall make the payment as per the payment plan set out in Schedule C ("**Payment Plan**").
- 1.5. The Promoters may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ 10% per annum for the period by which the respective instalment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoters.

- 1.6 It is agreed that the Promoter - Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities are described herein at **Schedule D** hereto (which shall be in conformity with the advertisement, prospectus etc., on the basis of which, the sale is effected) in respect of the Apartment/Flat without the previous written consent of the Allottee/s as per the provisions of the Act.

Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act on such terms as may be agreed. The Promoters shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of the Allottee/s 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 Promoters, for which the Promoters shall not be liable after handing over.

- 1.7 The Promoters shall confirm the final carpet and saleable area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or saleable area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area or saleable area then the Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. 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 Apartment/Flat, allotted to Allottee/s, the Promoters may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made by the Allottee/s at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to Para 9.3 and execution of conveyance, the Promoters agree and acknowledge, the Allottee/s shall have the right to the Apartment/Flat as mentioned below:

- (i) The Allottee/s shall have exclusive ownership of the Apartment/Flat;
- (ii) The Allottee/s shall have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s 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 Promoters shall convey undivided proportionate title in the common areas to the association of Allottee/s after duly obtaining the completion certificate from the Competent Authority and only flat area will be conveyed to the Allottee/s, as provided in the Act;

- (iii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of (not only the Apartment/Flat but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, window, fire detection and the and firefighting equipment (as per law) in the common areas, maintenance charges as per 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the Apartment/Flat and the project but not those provided over and above mentioned in this Agreement.
- (iv) The Allottee/s has the right to visit the project site to assess the extent of development of the Project and his Apartment/Flat, during visiting hours fixed by the Promoters, but the Allottee/s shall not cause any obstruction or hindrance to the work being carried on in the Project.

1.9 It is made clear by the Promoters and the Allottee/s agrees that the Project is an independent, self-contained Project covering the Said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Allottee/s (like Club House) or with other phases of the Project (which are yet to be registered). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

1.10 The Promoters agrees to pay all outgoings before transferring the physical possession of the Apartment/Flat to the Allottee/s, which it has collected from the Allottee/s, 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,. If the Promoters fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability before transferring the Apartment/Flat to the Allottee/s, the Promoters agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 a) The Allottee/s should be made all the payments to the PROMOTER-DEVELOPER namely _____ through cheque / DD / Online / pay-order / wire-transfer only and the original receipt (duly stamped & signed) should be collected by the Allottee/s without fail.

b) The Allottee/s has/have paid a sum of **Rs. _____/- (Rupees _____ only)** (i.e., 20% of Total Price Apartment/Flat Inclusive of GST, details are given below:-

SL#	Payment Date	Payment Type	Bank	Receipt No	20% Amount	GST	Total Receipt Amount

The above mentioned booking amount being part payment towards the Total Price of the Apartment/Flat at the time of application the receipt of which the Promoters hereby acknowledge and the Allottee/s hereby agrees to pay the remaining price of the Apartment/Flat as prescribed in the Payment Plan as may be demanded by the Promoters within 15 days of intimation of the completion of the milestone/work progress of the said Apartment/Flat; provided that if the Allottee/s delays the payment towards the instalment which is payable as mentioned herein, he/she shall be liable to pay interest at the rate of 1% per month for the delayed period. The Allottee/s shall issue post-dated cheques for all instalment as per the Payment Plan given, irrespective of mode of funding i.e., self / bank finance. The Allottee/s unconditionally agrees to sign the disbursement forms of respective banks in advance along with the Agreement and handover such papers to the Promoters enabling the Promoters to submit with respective banks for release of payments avoiding delay in releasing the instalment amounts without any hindrance and the Promoters hereby undertake and confirm to the Allottee/s that the said disbursal form and the Demand Letter will be submitted with respective banks of prior intimation of at least 15 days from the date of attaining such milestone / landmark of construction progress.

Further, the Allottee/s has / have agreed to pay the balance sale consideration of **Rs. _____/- (Rupees _____ Only) (80%)** and other receivables as mentioned in **Schedule – C** given below.

- 1.12 The Post Dated Cheques will be used only in case the Allottee/s refuses to issue clearance to the bank to disburse instalments, despite the Promoters attaining/completing the given landmark/milestone. The post-dated cheques will be returned to the Allottee/s once, the respective instalment amount is released and the amount of such instalment is credited to the account of Promoters.
- 1.13 The Allottee/s is/are solely responsible for deduction of TDS @ 1% on each instalment payable to the Promoters and shall also be responsible for submitting the TDS Challan to Promoters in order to issue credit notes / receipts in this regards.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/C Payee cheque/demand draft /bankers cheque or online payment (as applicable) as mentioned above Clause No.1.11 (a) payable at Hyderabad. Provided always that any intimation, reminder by SMS/Message/email to the registered phone number or email address of the Allottee/s shall be sufficient written demand of the instalments on the part of Promoters.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

4. ADJUSTMENT/ APPROPRIATION OF PAYMENTS

4.1 In case the Allottee(s) avails loan facility the Bank / Financial Institution, the Allottee(s) shall irrevocably authorize Promoters to receive the loan proceeds from the bank, as per the instalments payable which were clearly mentioned in Schedule C. The Promoters shall without any further reference to the Allottee(s) and appropriate the same towards the amounts payable by the Allottee(s) under this agreement. The Allottee(s) waives any right for written demand in this regard.

4.2 The Promoters shall not have any concern with any arrangements made by the Allottee/s for payment of the price or instalments. If the loan granted by the bank to the Allottee/s is withheld, recalled or otherwise not released, partly or fully, the Allottee/s shall make his own arrangements for payment of the instalments within the stipulated time as per Schedule C.

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

5. TIME IS ESSENCE

The Promoter - Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over of the Apartment/Flat to the Allottee/s and the common areas to the association of the Allottee/s or the Competent Authority as the case. The Allottee/s shall also abide by the payment schedule in Schedule C and is aware of the loss caused to the Promoters and the Project, on account of default or delay in payment of instalments as per schedule-C. The Promoters shall be entitled to cancel the allotment in case of default without prejudice to any other right including compensation and interest.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT/FLAT

The Allottee/s has seen and understood proposed/sanctioned plan, specifications, amenities and facilities of the Apartment/Flat and accepted floor plan, payment plan and specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority/as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter - Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the **bye-laws** as mentioned tentatively in **Schedule -E**, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Telangana Building Rules as amended from time to time and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter - Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/FLAT

7.1 Schedule for possession of the said Apartment/Flat:

The Promoters agrees and understands that timely delivery of possession of the Apartment/Flat to the Allottee/s and the common areas to the association of allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoters, assures to handover possession of the Apartment/Flat to the Allottee/s and the common areas with all specifications, amenities, and facilities of the project to the Association of Allottee/s. Tower No.1 to 4 the construction of which will be completed by _____ with a grace period of 6 months i.e. _____ 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 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/s agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment/Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the Agreement to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter - Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 90 days from that date. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION

The Promoter - Developer upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Apartment/Flat to the Allottee/s who has paid all the amounts in terms of this Agreement to be taken within or before two months from the date of issue of Occupancy Certificate. If the Allottee/s fails to take delivery within the time specified in the notice he shall be liable for payment of all ongoings including maintenance charges from the date of notice. The Promoters agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Promoters shall not be liable for any defect of deficiency occasioned on account of any act or omission on the part of the Allottee/s, Association or any authority or third party on whom the Promoters has no control. The Allottee/s, the association and its members including the Allottee/s shall comply with all the terms and conditions of the warranty issued by any supplier, manufacturer, dealer or other service provider and shall be liable to indemnify and keep the Promoters fully indemnity for any loss caused on account of any breach of such terms and conditions. The Allottee/s after taking possession, agrees to pay the maintenance charges as determined by the Promoters/association of Allottee/s. The Promoters shall handover the occupancy certificate of the Apartment/Flat, as the case may be, to the allottee/s at the time of conveyance of the same.

7.3 Failure of Allottee/s to take Possession of Apartment/Flat:

Upon receiving a written intimation from the Promoter - Developer as per para 7.2, the Allottee/s shall take possession of the Apartment/Flat from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment/Flat to the allottee/s. In case the Allottee/s fails to take possession within the time provided in para 7.2, such Allottee/s shall continue to be liable to pay maintenance charges, club house subscription, and other charges payable in respect of service connections provided including electricity, water supply etc., as specified in para 7.2.

7.4 Possession by the Allottee/s :

After obtaining the occupancy certificate and handing over physical possession of the Apartment/Flat to the Allottee/s, it shall be the responsibility of the Promoters - to hand over the necessary documents and plans, including common areas, to the association of the Allottee/s or the competent authority, as the case may be, as per the local laws.

7.5 Transfer rights by Allottee/s

7.5.1 The Allottee/s is/are not allowed to sell/re-sell/transfer/alienate his rights or assign or otherwise nominate a third party in any manner whatsoever until 90% of sale of the Project is completed or the Project is completed in full, whichever is later.

7.5.2 If the Allottee/s is/are opting for transfer of Apartment/Flat in reference to a third party before execution of Sale Deed, he/she/they shall pay an amount of **Rs. _____/- (plus applicable taxes if any)** towards transfer charges to the Developer-Promoter and obtain receipt.

7.5.3 If the Allottee/s is/are opting for transfer of Apartment/Flat to a third party after execution of the registered Sale Deed in his/her/their favour, the Purchaser shall pay an amount of **Rs. _____/-(plus applicable taxes if any)** towards transfer charges to the Developer-Promoter till the Society is formed and obtain No Objection Certificate / No Due Certificate from the Developer-Promoter.

7.6 Cancellation by Allottee/s

The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Promoters to the Allottee/s within three months of such cancellation or at the time the Promoters is able to resell the said Apartment/Flat to another purchaser whichever is later, of such cancellation or on resale of the Apartment/Flat whichever is later.

7.7 Compensation:

The Promoters shall compensate the Allottee/s in case of any loss caused to him due to defective title of the Said Land or juridical possession thereof, 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 Promoters fails to complete or is unable to give possession of the Apartment/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1 ; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any such other reason; the Promoters shall be liable, on demand to the Allottee/s, in case the Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Flat, with interest at the rate specified in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoters shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/Flat, which shall be paid by the Promoters to the Allottee/s within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

8.1 The Promoter - Owner hereby represents and warrants to the Allottee/s as follows:

(i) The Promoter-Owner has absolute, clear and marketable title with respect to the Said Land; the requisite rights to carry out development upon the Said Land and absolute, actual, physical, juridical and legal possession of the Said Land for the Project;

(ii) The Promoters has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Said Land or the Project;

(iv) There are no litigations pending before any Court of law with respect to the Said Land or Project except those disclosed in the title report.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment/Flat are valid and subsisting and have been obtained by following due process of law. Further, the Promoter - Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Building and Apartment/Flat and common areas;

(vi) The Promoters have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;

(viii) The Promoters have not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment/Flat which will, in any manner, affect the rights of Allottee/s under this Agreement;

(ix) The Promoters confirms that the Promoters is not restricted in any manner whatsoever from selling the said Apartment/Flat which will in any manner, affect the rights of Allottee/s under this Agreement;

(x) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee/s and the common areas to the Association of the Allottee/s or the Competent Authority as the case may be;

(xi) The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of Apartment/Flat, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the association of the allottee/s or the competent authority, as the case may be;

(xii) 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 Promoters in respect of the Said Land and /or the Project except those disclosed in the title report.

8.2. The Allottee/s/s or his transferee/s himself/themselves (with intention to bring all persons into whosoever hands the Apartment/Flat may come), hereby covenants with the Promoters as follows:

i. To maintain the Apartment/Flat at the Allottee/s own cost in good and tenable repair condition from the date that of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required and not to convert or misuse or impair or deface any common area or amenity or equipment.

ii. Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority or other Co-Allottees /residents and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, and in case of any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.

iii. To carry out at his own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulation and byelaws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible for the consequences thereof to the concerned local authority or any other public authority.

iv. Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Flat without the prior written permission of the Promoters 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 Said Land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

Vi. Not to through dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the Said Land and the building in which the Apartment/Flat is situated.

vii. Pay to the Promoters within fifteen days of demand by the Promoters, his share of security deposit demanded by the concerned local authority and/or Government and /or other public authority, for giving water, electricity, Gas or any other service connection to the building in which the Apartment/Flat 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 or Government and or other public authority on account of change of user of Apartment/Flat by the Allottee/s for any purposes other than for purposes for which it is sold.

ix. The Allottee/s shall observe and perform all the rules and regulation which the society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time or protection and maintenance of the said building and the Apartment/Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all

the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually toward the taxes, expenses or other out goings in accordance with the terms of this Agreement.

x. Till a conveyance of the common areas, services and amenities of the building /Project in which Apartment/Flat is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Allottee/s shall permit the Promoters 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.

xi. The Allottees hereby agreed that the Promoter-Developer shall have exclusive right to use and enjoy over in Club House. The Allottees /Association/ Society should not objection or interfere in any manner to the Promoter-Developer to use and enjoy over in Club House along with using common amenities and premises.

xii. Common Service Lines such as water supply, electrical, communication, drainage may pass through within Apartment/Flat of the Allottee/s he/she shall allow/permit and co-operate with the Promoter-Developer/workmen/association to do maintenance work or repair the same to keep it in workable condition and the Allottee/s shall not raise any objection/restriction.

xiii. The Allottee/s covenants to support, abide and follow Green Initiatives taken by the Promoter-Developers/Association for the Apartment/Flat as well as the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter - Developer fails to provide ready to move in possession of the Apartment/Flat to the Allottee/s within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, "ready to move in possession" shall mean that the Apartment/Flat 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 Promoter - Developer 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 Promoter - Developer under the conditions listed above, Allottee/s is entitled to the following:

(i) Stop making further payments to Promoter - Developer as demanded by the Promoters. If the Allottee/s stops making payments, the Promoter - Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or

(ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Apartment/Flat, along with interest at the rate specified in the Rules within Ninety Days of receiving the termination notice:

Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoters, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment/Flat which shall be paid by the Promoters to the Allottee/s within ninety days of it becoming due.

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

(i) In case the Allottee/s fails to make payments for two consecutive demands made by the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribe in the Rules.

(ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond two consecutive months after notice from the Promoters in this regard, the Promoters may cancel the allotment of the Apartment/Flat in favour of the Allottee/s and refund the amount money paid to him by the allottee/s by deducting the booking amount i.e. 10% on total cost of the Apartment/Flat (including Amenities) and the interest liabilities, + Service Tax / GST paid to the Government + Interest accrued during the non-payment of Instalments as per the Payment Plan and this Agreement shall thereupon stand terminated. Provided that the Promoters shall intimate the Allottee/s about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoters within a period of ninety days after termination or the date on which the Promoters is able to resell the Apartment/Flat to another Purchaser/s, whichever is later.

(iii) In case the Allottee/s, unable to make payments as per payment schedule, makes or posts on public domain, any false allegations or accusations or otherwise defames the Promoters causing any loss or injury to the business, reputation or good will of the Promoters.

(iv) If the Allottee/s indulges in speculative booking and transfers or assigns the allotment to the third party without prior written consent of the Promoters.

10. CONVEYANCE OF THE SAID APARTMENT/FLAT

The Promoters, on receipt of Total Price of the [Apartment/Flat/Sale] as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment/Flat within 3 (three) months from the issuance of the occupancy certificate.

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/FLAT/PROJECT

- A. The Promoters reserves the right to maintain the common areas of the community for initial One year from the date of commencement of pre-paid maintenance or as long as Association / Society take over the maintenance of premises whichever is earlier. The commencement date will be intimated and informed either by the Promoter-Developer or its nominee. The Allottee/s hereby agrees to pay an amount of Rs.____/- per Sq. Ft (GST of ____% extra) for the total Saleable area as maintenance charges for maintenance of common areas for a period of 1 year (to be paid to Promoter-Developer on demand, normally '1' month before handing over of Schedule B Apartment/Flat). During the execution of interiors, the Allottee/s hereby agrees to pay every month, charges of Rs.____/- **(plus applicable taxes if any)** towards Debris removal and Rs.____/- **(plus applicable taxes if any)**- towards fixed electricity charges till individual electricity meter is installed; All these payments shall be made to the Promoter-Developer or their nominee.

- B. When the Society / Association is ready to take over the maintenance, the remaining maintenance amount left after the period that Promoter-Developer has maintained shall be transferred by the Promoter-Developer to the Society / Association account and Promoter-Developer relieves himself/themselves from the maintenance responsibility. Society shall give notice in writing to Promoter-Developer with a notice period of two months when it decides to take over the maintenance. On Society's discretion the same maintenance / facility management can be continued / discontinued.

- C. **SCOPE OF MAINTENANCE**
 - (I) The following services covers under pre-paid maintenance charges
 - a. Security Services.
 - b. Housekeeping and upkeep of all Common Areas (club house excluded).
 - c. Daily Collection and Disposal of household Garbage
 - d. Attending to Plumbing Complaints outside of individual Apartment/Flats.
 - e. Attending to Electrical Complaints outside of individual Apartment/Flats.
 - f. Electricity Charges for water pumping, common amenities, utilities and services (club house excluded).
 - g. Lighting of Common Areas.
 - h. Maintenance of Landscaping...
 - i. Operation and Maintenance of Sewerage Treatment Plant.

- j. Operation and Maintenance of lifts
 - k. Operation and Maintenance of Electrical Transformers, Switchgear Panels, MV Panels, VCBs, ACBs, Earth Pits, Common supply Panels, Lighting Panels, Solar Power and Cable Network.
 - l. Operation and Maintenance of DG Sets (excluding fuel charges) and Electrical installations.
 - m. Maintenance of Solar Fencing and Solar power plant.
 - n. Gardening and maintenance of play areas.
 - o. Rodent and Pest Control (whenever need is felt) including fogging (weekly once) in Common Areas.
 - p. Software portal management.
- (II) The following maintenance charges are levied to individual Allottees based on the actual consumption
- a. The cost of maintenance of club house doesn't come under prepaid maintenance charges. But the club house shall be maintained / managed by Promoter-Developer on non-profit basis with usage charges payable by the users of the amenity. The tariff of usage charges will be notified at the time of commencement of maintenance. Timings of the club house shall be from 06:00 am to 09:00 pm during week days. Allottees shall have to pay monthly subscriptions as user charges for various facilities such as Club House, Gym etc. to be decided by the Promoters at the time of commencement of Maintenance for 1 year.
 - b. At the end of the first year, the AMC charges for DG Sets, Lifts, Motors, pumps and other installations for water supply and STP etc ., shall be borne by the Allottees equally.
 - c. Expenses for Diesel for the DG Power units consumed in Apartment/Flats/ common amenities shall be borne equally by the Allottees.
 - d. Allottees shall bear the cost in proportion to their consumption for the quantity of water purchased from outside sources.
 - e. To improve the quality of services, Promoter-Developer during their period of maintenance may engage third party software portals through which the guidelines, rules and regulations from time to time and post-maintenance charges will be conveyed. Allottee shall be paying through the online portal gateway and additional charges if any that are levied by the portal.

During the period of maintenance undertaken by Promoters, in the interest of the community, Promoters reserves exclusive right to appoint the various service providers for the given amenities (such as Security services, facility management, internet service, cable tv network services etc.) including the duration of such appointment limited to one(1) year or the period of maintenance undertaken by Promoters whichever is later. The Allottee/s hereby agree/s to abide by the rules in the interest of community framed by Promoters during his period of maintenance. However even after the Association

takes over the maintenance, the Allottee shall abide by the bye-laws of the society and shall be liable for all such rules and regulations mentioned in the bye-laws and shall support all such amendments proposed by Association to the bye-laws from time to time.

The Promoter - Developer shall be responsible to provide and maintain essential services in the Project from the commencement of one(1) year maintenance period (The date of commencement of maintenance period shall be reckoned as the date of occupation issued by competent authority) and the cost of such maintenance shall be borne by the Promoters and Allottee/s, proportionate to the Apartment/Flats in their respective occupation. After the expiry of one(1) year maintenance period the Association/Society shall takeover maintenance of essential services from the Promoters. The facilities like club house and service connections like water, and sewerage supply, which are common to the entire Project undertaken in phases, shall be jointly maintained by the Promoters and Association till the entire Project is completed. The club house and its services shall be subject to user charges as may be fixed by the management of the Club House or as the case may be the service provider, from time to time.

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 authorized service providers and the cost of such AMC and insurance shall be part of the maintenance charges payable by the Occupants. Unless the possession is delivered to the Allottee/s, the Promoters shall be the occupant in respect of any Apartment/Flat and the Association and all its members including Allottee/s shall abide by such agreements.

12. DEFECT LIABILITY

1. It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter-Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter-Developer failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.

2. Notwithstanding anything contained in the above clause, the Promoter-Developer shall not be liable in the following cases:

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc which carry manufacturer's guarantees for a limited period. The Promoters shall transfer manufacturers' guarantees/warranties to the Allottee/s or association of Allottee/s as the case may be. Thereafter, the association/society shall take annual maintenance contract with the suppliers.

- b. Fittings related to plumbing, sanitary, electrical, hardware etc having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc., which are subject to wear and tear.
- e. Any branded inputs or fixtures or services of any third party or those mentioned in the schedule-D / as per clause 1.6.

3. The Allottee/s shall maintain the Apartment/Flat in good tenantable conditions and carry out the internal repairs for the upkeep of the Apartment/Flat. The association of the Allottee/s or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Promoters Developers shall always be subject to proper maintenance and upkeep of the Apartment/Flat/services and amenities by the Allottee/s or the association of the Allottee/s as the case may be.

13. RIGHT TO ENTER THE APARTMENT/FLAT FOR REPAIRS

The Promoters/maintenance agency /association of allottee/s shall have rights of unrestricted access of all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee/s agrees to permit the Promoters / association of allottee/s and/or maintenance agency to enter into the Apartment/Flat 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 “**Praneeth Pranav Flora**” shall be earmarked for purposes such as parking spaces and services including electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those for purpose earmarked, and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/FLAT

15.1 Subject to Clause 12 above, the Allottee/s shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Flat, or staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Flat and keep the Apartment/Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good

and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee/s 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 Allottee/s 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 and shall not make any fixtures or boards which may deface the exteriors. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat.

15.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoters and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottee/s. The Allottee/s shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

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

17. ADDITIONAL CONSTRUCTIONS

The Promoters 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) except for as provided in the Act.

18. MORTGAGE OR CHARGE

Notwithstanding any other term of this Agreement, the Allottee/s hereby authorizes and permits the Promoters to raise finance/loan from any institution/ Company/bank by any mode or manner by way of charge/mortgage/securitization of the Apartment/Flat/Project/Building or the Said Land underneath or the receivables, subject to the condition that the Apartment/Flat shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee/s(s). The Allottee/s shall be informed of the same at the time of Agreement.

19. FORMATION OF ASSOCIATION/SOCIETY OF ALLOTTEE/S AND CONSENT OF ALLOTTEE/S:

The Promoters shall take the following steps to enable formation of an Association of Allottee/s under section 11(4) (e) of the Act:-

a). with respect to a real estate project, the Promoters shall submit an application to the Registrar of Societies for Registration of Association of Allottee/s as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana) , within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty percent of the total Allottee/s in such a project have taken possession and the Promoters has received the full consideration from such Allottee/s. All the Allottee/s on payment of full consideration shall become members of such Association of Allottees formed by the Promoters. The association shall be registered with byelaws as set out in **Schedule E** hereto.

b). If the Promoters fails to form the Association of Allottee/s, the Authority shall by an order direct the Promoters to apply for formation of such association or may authorize the Allottee/s to apply for formation of the said Association.

c). Notwithstanding any other rule, after conveying title to the Association of Allottee/s under Section 17, the Promoters shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Apartment/Flat which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee/s without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee/s until, firstly, the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee/s and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If the Allottee/s(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/s 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, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S/ SUBSEQUENT ALLOTTEE/S

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoters may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, condone the delay by the Allottee/s in making payments as per the Payment Plan [Annexure C] or waive or reduce interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoters in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottee/s or waiver of any rights of the Promoters in respect of future defaults or delays or any other breach or violation of the terms of this agreement by the Allottee/s.

24.2 Failure on the part of the Promoter - Developer / Owner to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provision or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s(s) in Project, the same shall be the proportion which the saleable area of the Apartment/Flat bears to the total saleable area of all the Apartment/Flats in the Project.

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition 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.

27. NOT TO ALTER THE PROJECT NAME:

The Allottee(s)/Society/Association shall not alter or subscribe to the alteration of the name of '**Praneeth Pranav Flora**' and also names of Towers, viz., Tower-1 to Tower-4 in the /Said Land and not to alter the names assigned to the premises therein.

28. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoters through its authorized signatory at the Promoters Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee/s, in Hyderabad after the Agreement is duly executed by the Allottee/s and the Promoters or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar, if required at the cost of the Allottee/s / Purchaser/s. Hence this Agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES

That all notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post at their respective addresses or by e-mail address as specified below:

Name of the Allottee(s)		
Name of the Allottee(s)		
Name of Promoter or Developer	M/s. VENKATA PRANEETH DEVELOPERS PVT. LTD	sales@praneeth.com

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address/email by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the

Allottee/s, as the case may be. The parties may agree on any other convenient mode of written communication including whats app/sms to the registered phone number.

30. JOINT ALLOTTEE/S

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

31. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the allottee/s, in respect of the Apartment/Flat before this agreement, shall not be construed to limit the rights and interests of the Allottee/s under the Agreement for Sale or under the Act or the rules or 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 Rules and Regulations made there under including other applicable laws in the State of Telangana for the time being in force.

33. DISPUTE RESOLUTION

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

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

WITNESSES:

1.

2.

PROMOTER - DEVELOPER

ALLOTTEE/S

Schedule “A” – Description of the Said Land

All that Land admeasuring **Ac.4-10Gts** in Survey No.227/2 Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District.,Telangana State and bounded by:

NORTH:Road

SOUTH : Reserve Forest

EAST: Land belongs to Y. Satyanarayana Chowdary & others

WEST : Private Land

Schedule “B” - Description of the Apartment/Flat

All that Part and Parcel of **Apartment/Flat No. ____** in _____ **Floor in Tower - ____** with Plinth area of _____ Sft (includes Carpet area of _____ Sq. feet, verandahs, balconies and Utility area) and common area of _____ Sft **totalling to Saleable area of _____ Sq. Ft.**, including common areas along with _____ Car Parking its allotment No. _____ in Cellar map is annexure and an undivided share of land _____ **Sq. Yards** to be constructed, in Survey No. 227/2, Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District.,Telangana State, the project named as “**Praneeth Pranav Flora**”, in Schedule –“A” Property bounded as follows:

North : _____,

South : _____,

East : _____,

West : _____,

Schedule ‘C’ - Payment schedule for the Balance Sales Consideration (Payment Plan)

Sl. No	Stage of the construction to remit the amount	Payable % of the sale consideration
1	On completion of first slab of concerned Tower	20%
2	On completion of concerned floor slab	20%
3	On completion of brick work	25%
4	On completion of plastering and flooring	10%
5	@ time of possession	5%

Schedule 'D' – Specifications

Specifications

Amenities:

WITNESSES:

1.

2.

PROMOTER - DEVELOPER

PURCHASER/S

Schedule E -Bye laws of the Association of Allottee/s (Annexure)

I. Preliminary:

1. The name of the Society shall be “**PRANEETH PRANAV FLORA**OWNERS WELFARE ASSOCIATION” which, for the sake of brevity, shall hereinafter be referred to as the "Society".

2. The Registered Office of the Society shall be at " **PRANEETH PRANAV FLORA**OWNERS WELFARE ASSOCIATION" in Survey No.227/2, Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District.,Telangana State,

II. Aims & Objectives:

The Society is formed primarily to constitute an organization of owners of in the **4Towers** consisting of___ **residential Apartments/Flat** known as “**PRANEETH PRANAV FLORA** OWNERS WELFARE ASSOCIATION” constructed in Survey No.227/2, Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, the Aims and Objectives of which shall be:

- a. To take possession of all common areas and facilities in the premises of “**PRANEETH PRANAV FLORA**”, more particularly described in Para IV (ix) below and hereinafter called the “**PRANEETH PRANAV FLORA**”.
- b. To manage and maintain all common areas and facilities as mentioned above.
- c. To look after the cleanliness and lighting of the common premises.
- d. To take care of the upkeep of the buildings including white washing, painting, etc., of the exterior of the building and the common amenities and keep the same in good repairs.
- e. To endeavour to do all that is feasible for the safety, security and comforts of the Residents.
- f. To do maintenance works for normal wear and tear on the water/service pipe lines and electrical wirings in the common areas.
- g. To raise funds from the owners or residents for achieving the objectives of the Society.
- h. To create excellent living conditions in the premises, and promote social and community life among the residents.
- i. To promote/encourage social activities like entertainment, sports, educational programs etc.,
- j. To associate and collaborate with other housing societies, associations, bodies and organizations to further common interest.
- k. To preserve bio-diversity, greenery, to protect the environment and to conserve water & energy.

III. Certificate:

Certified that the Society is formed with a "No Profit and No Loss" motive and that no commercial activity is involved in its working

IV. Definitions:

- i. **"Society"** means, " **PRANEETH PRANAV FLORA**OWNERS WELFARE ASSOCIATION"
- ii. **"Committee"** means, the Managing Committee constituted under Bye-LawNo.VII (iv).
- iii. **"Common Areas and Amenities"** shall mean and include the land in**PRANEETH PRANAV FLORA**as described in clause IV(ix) below and also the structure of the 4Towers, water supply system including sump, over head tanks, bore wells, pipelines, sewerage lines and compound wall, passage, open lands, common corridors, staircases, generator rooms, circuit breakers and meter rooms, open shafts, common toilets, lifts, generators, transformers, water sumps, storage tanks, overhead tanks, water piping system, drainage system, electricity distribution system etc., pathways, driveways, office room and toilets and other rooms meant for the Society staff.
- iv. **a) "Corpus Fund"** shall mean the Corpus Fund collected by the Promoters to be transferred to the Society and also subsequently collected by the Society.

b) "Sinking fund" shall mean the Sinking Fund collected by the Promoters to be transferred to the Society and also subsequently collected by the Society.
- v. **"Limited Common Area"** means, parking area limited for the use of the owners to whom the parking slots are allotted by the Promoters.
- vi. **"Nominal Member"** means, nominal member who is enrolled as per bye-lawNo.V (ii).
- vii. **"Owner"** means, Owner of the residential Unit and shall include the Promoters in relation to residential Units which are retained by the Promoters, unsold residential Units and also the residential Units sold but not registered in favour of the prospective Purchasers.

- viii. "Promoter-Developer" means, **M/s. VENKATA PRANEETH DEVELOPERS PVT. LTD.**, (PAN:AACCV4975A) a Private Limited Company incorporated under the Indian Companies Act, 1956 having its Registered Office at Plot Nos. 40-42, Shutter No.9, 2-37/PR/1/B, Pranav Complex, Praneeth Nagar, Mallampet village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, T.S - 500090., herein represented by its Director **Sri. S. DINESH REDDY S/o. S. NARSI REDDY**, aged about 30 Years, Occ: Business, R/o. Villa No.185, Indu Fortune Fields, KPHB Phase-13, Kukatpally, Hyderabad-500072.

"PRANEETH PRANAV FLORA" means, the land, **4 Towers** containing **residential Apartments/Fats** constructed in the Land total admeasuring Ac.4-10Gts, in Survey No.227/2, Situated at **BAHADURPALLY Village**, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District., Telangana State, excluding the Club House and other amenities provided by the Promoters.

V. **Membership:**

- i. All the Residential units owners shall be the member of the association with voting rights whose name is registered in the sale deed and who have paid all the dues, corpus fund, maintenance charges etc. and who are living in the same community is eligible for nomination for election of association. There shall be one vote for each Residential Unit owner. In relation to the Residential Unit retained by the Promoters, the Promoters shall be entitled to exercise membership and voting rights. However, the Owners shall be entitled to exercise vote through their proxies, who shall be either their family members, tenants/licensee or other duly authorized agents, in the manner provided by these Bye-laws.

Nominal Members:

- ii. The tenant or licensee of the owner shall become nominal member of the Society on registration. However, such tenant/licensee shall obtain a letter from the member-owner and register his/her name with the Society on payment of a Registration Fee of Rs.1000/- (Rupees One Thousand only) and on signing the Registration form. The nominal-member may attend the meeting and participate in the discussion and give suggestion, but shall not have any voting right or any other right, except those expressly provided in these bye-laws. The Managing Committee may co-opt any nominal member as member of the Committee without voting rights. The Managing Committee of the Society shall have absolute discretion to cancel the registration of the tenant/licensee. The member alone shall be responsible for all the acts and omissions of nominal member directly, If the member-owner authorizes, his/her tenant/licensee may act as authorized proxy.

Transfer of Membership:

- iii. In case of death of any member, the transfer in favour of the nominee shall be made without any fees. In any other case, a transfer fee shall be payable by the transferee or legal heir, seeking transfer to the Society. The transfer fee shall be **Rs.____/- (Rupees Five Thousand only) in case of legal heir; and @Rs.____/- (Rupees Fifty Thousand only)** in case of other transferees onresale or any other case. All the transfer fees collected by the Society shall be credited to the Corpus Fund.

Proxy voting:

- iv. All proxy forms shall be signed by the owner and be filed and registered with the Society, either generally or before the commencement of any meeting. In case of joint ownership, it shall be signed by all the owners.

Joint Ownership of Residential Units:

- v. Wherever the Residential Unit is purchased or owned by more than one person, any owner may represent all other owners of residential Unit and in case of voting, the owner or other person authorized by all the other owners, shall alone be permitted to vote on behalf of all the owners.

Nomination by Members:

- vi. Every Member shall execute a nomination form, nominating one of his/her/their legal heirs, as nominee for the purpose of transfer of membership in the event of his/her/theirs death . If any member fails to execute the nomination form, the Society will transfer the membership in the name of the spouse of the deceased member, if any, and if no such spouse is alive, the eldest child of the deceased member. In the absence of spouse and children, the membership will be transferred to the parent of the deceased member. In case sole legal heir, the membership will be transferred in favour of such sole legal heir. The transfer of membership as above shall always be subject to the orders or decrees passed by a Competent Court.

Cessation of Membership:

- vii. A member shall cease to be a member when he ceases to be an owner of a Residential Unit. He/She shall, however, be liable to pay all the outstanding amounts due to the Society till that date. In case of non-payment, on death the liability shall automatically stand transferred to the new owner of the Residential Unit.

Rights of Members:

- ix. A member is entitled to receive a copy of the registered bye-laws of the Society.
- x. The members/nominal members and their family members shall be entitled to participate in all the functions and programs organized by the Society. Every member shall be entitled to have one vote in respect of each residential unit owned by him/her. Every member shall be entitled to inspect the records and accounts of the SOCIETY at all reasonable hours.

V (a). Responsibilities and Liabilities of the Residents:-

- i. No resident shall throw the garbage or refuse in the common areas or ducts or in any open place. The garbage shall be properly packed and disposed of in the manner provided by the Society.
- ii. No resident shall throw or allow any combustible material or other hazardous material in any common area and also not store inside the residence.
- iii. No resident shall paint / modify the exterior walls or doors of his / her resident or carry out interior decorations on the exterior walls in the common areas or fix additional grills. AC outdoor units shall be fixed in allotted/prescribed space only. The society has right to remove the same and charge them to restore the premises to previous condition and impose any penalty as appropriate.
- iv. No resident shall throw any material into the pipelines/ducts. In case of any drainage or other problem, he/she shall only requisition the services of the plumber nominated by the Society. The members shall not appoint or hire the services of any electrician or plumber other than those nominated by the Society, except with the prior permission of the President or Secretary.
- v. No resident shall let out the water used for cleaning or washing into the common areas or parking areas. The cars/vehicles shall be washed with water, only at the earmarked places.
- vi. Every resident shall keep his residential unit as well as the common areas clean.

- vii. No owner/resident shall carryout interior works inside their residential unit during night between 8/- PM to 7/-AM and on Sundays and holidays.
- viii. Every resident shall co-operate for carrying out the required repairs/maintenance works inside his/her residential unit to attend to the problems like leakages, seepages affecting neighbouring, down below or above residential units. The expenses incurred shall be borne by him.
- ix. Every resident shall be required to cooperate with the maintenance staff for taking readings of meters installed inside their residential units.
- x. Footwear shall not be allowed to be scattered in the corridors. They should be properly placed in shoe rack size of which shall not exceed:15 inches depth 36 inches height and 21 cubic ft. total volume. This is to protect the general ambience inside the common corridors. The shoe rack shall be placed without causing any safety hazard to children.
- xi. The residential units are meant and approved for residential purpose only. Any commercial activity like crèches, beauty parlours, Offices, Service residence, guest houses and the like is strictly prohibited. Every residence shall be a single and indivisible unit. Any violation shall attract disconnection of water, electricity after due notice by president/secretary to resident /owner as the case may be.
- xii. No residential unit owner shall alienate or transfer his residential unit without obtaining No Due Certificate from the “**PRANEETH PRANAV FLORA**”Owners Welfare Association”.
- xiii. No resident shall do or suffer anything to be done in his residential unit which may cause nuisance, annoyance or inconvenience to any of the resident or carry on practices, which may be repugnant to the safety, general decency or morals of the residents of the Premises. The President/Secretary shall be competent either suo-moto or on complaint to take steps to stop all such practices mentioned above.
- xiv. In the event of any emergency like fire, flooding of water, death or suicide etc., in any residential unit locked either from inside or outside, the managing committee shall decide to break open the lock/door to control the situation in the general interest/safety of the community.

- xv. Every resident shall ensure that the Pets owned / kept by them are registered with the society. The resident shall also ensure that the pets are adequately vaccinated and such vaccination certificates are also filed with the society office. Pet animals should be kept on tight leash while moving in the common areas and it is the responsibility of the owner to ensure cleaning of the excrements if done by the pet in common areas. The cost of treatment for any injury caused by pets / pet bites to any individual shall be borne by the owner of the pet animal.
- xvi. Every resident shall use the common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other residents/occupants.
- xvii. Resident shall not place Flower Pots / Plants / Shrubs in their balconies/on balcony railings and in common corridors.
- xviii. Common corridors shall be kept free of any materials including bicycles, tricycles and kids play items.
- xix. Residents shall not be permitted to draw/hang loose wires/cables outside their residents or erect dish antennas on external walls or protruding out of their balconies to protect ambience, beauty and safety of the buildings.
- xx. Every resident shall comply with the rules, conditions and restrictions placed by the Society from time to time for the accomplishment of the aims and objects of the Society. Failure to comply with any of these stipulations shall be a ground for action by the President/Secretary to seek relief or recover damages, as deemed fit from the defaulting member/nominal member.
- xxi. For the security of the community all the residents are required to furnish their bio-data and vehicle particulars in the prescribed format to the society or its authorized agency, at the time of occupation, Carry the ID cards issued by the society/its agency at all times to identify the bonafides of the residents by the security and compulsorily display the vehicle pass sticker on the front wind shield for easy identification at the entry gate and at the parking places.
- xxii. Every resident shall be bound by the bye-laws and resolutions that may be passed by the Society from time to time. All members/owners shall impose these conditions on their transferees, tenants/licensees, guests and agents etc. Otherwise, such members shall be personally liable for all acts and omissions of his/her transferee, tenant/licensee, guests and agents etc.

- xxiii. Any dues/liabilities including maintenance charges on the residents shall be transferred to the new buyer in the event of the sale of the residential unit. Similarly any default of payments by tenants/licensees/residents the owner shall be responsible /liable for payment of such dues to the Society.
- xxiv. The Society shall be entitled to appoint and regulate the hawkers/ vendors for vegetables, newspapers, milk, drinking water etc. In case of any unruly behavior or mis-conduct on the part of such persons, the President/Secretary shall intimate the same to the member/resident concerned, who shall co-operate with the President/Secretary in taking suitable action.
- xxv. The monthly maintenance charges shall be collected by the Society basing on the area of the residential unit as per sale deed.
- xxvi. The tariff/rates payable by residents/users though common facilities, usage charges for club house facilities shall be fixed, notified and collected by Society from time to time.
- xxvii. In case of breach of any of the bye-laws or the conditions as above or the resolutions of the Society or non-payment of maintenance charges or other amounts liable to be paid to the Society, the President/Secretary shall serve a 24 hours notice on such erring member/nominal member/resident, calling upon him/her to rectify and if the breach/default continues beyond 24 hours, the President/Secretary shall be entitled to disconnect water, electricity or such other service and refer the case to the Managing Committee for further action within 48 hours thereof. For the purpose of this clause, the electricity connection of the member shall be deemed to be the connection of the society, though the service connection may stand in the name of the member. The Managing Committee shall, after hearing such erring member/nominal member/resident, take such decision as it deems fit and the decision shall be final. The Managing Committee may also impose such fine, not exceeding **Rs._____/- (Rupees Ten Thousand only)**, which may be enhanced from time to time by Resolutions of the General Body, or the actual amount of loss or damage caused by such member, whichever is higher.
- xxviii. The conditions in this Schedule-"E" shall be applicable to and binding on all residents and for the purpose of this Schedule-"E", the word "Resident" shall mean and include all the members, nominal members, their respective family members, servants, suppliers, visitors and guests etc.,

who reside or stay within the Residential Unit or otherwise use or visit the premises and common areas, for any purpose whatsoever.

- xxix. Any notice/communication to the resident/residents shall be put up on the notice boards of the Tower concerned and/or portal and such notice/communication is deemed to have been notified / communicated.
- xxx. Defaulting residents shall not be entitled to any of the rights and privileges enjoyed by other members or to the services and facilities offered by the society and shall forfeit all the voting rights whatsoever till all the dues are cleared.
- xxxi. The member / owner / transferor / transferee is liable to clear all the dues payable to the Developer/Promoters/Society. The Promoters/Society has right to disconnect water and Electricity till such time the dispute between the Promoter/Developer and the member / owner / transferor / transferee is cleared.

VI. PARKING

Every member shall use only the parking slots allotted to the respective residential unit by the Promoters. The allotment made by the Promoters shall be registered with the Society and the Secretary shall maintain it as part of the records of the Society.

The parking space is strictly meant for vehicles only. No other material shall be permitted to be kept in parking space even if it is lying vacant. Residents should not park their vehicles in visitor's parking, in other vacant parking slots, in front of club house and in no parking zones. Residents shall be responsible for unauthorized parking by their visitors inside the community.

Unauthorized parking shall attract penalty.

VII. RAISING OF FUNDS

- (i) By contribution towards Corpus Fund from the members at the rate of Rs. _____/- (Rupees One Lakh only) and Sinking Fund at the rate of Rs. _____/- (Rupees Twenty Five Thousand Only) payable in respect of each resident at the time of formation of the Society towards management and maintenance of the common premises and facilities.
- (ii) By way of Registration Fee from the tenants/licensees, as provided in Clause V (ii) above.
- (iii) By way of Transfer Fee from the Transferees, other than family members, as provided in Clause V (iii) above.

- (iv) By way of fine as may be imposed by the Managing Committee as per these bye - laws.
- (v) Towards maintenance charges to be levied proportionately on the basis of area of residential units as per sale deed. No rebate on maintenance charges shall be claimed by the owner due to non-occupancy of the residential units as almost all the maintenance expenses are fixed costs irrespective of occupancy.
- (vi) By any other mode as may be decided by the President/Secretary.

VII. (a) Utilization of funds:

- (i) The amount of maintenance charges so collected shall be utilized towards expenditure for the following which are incurred for day to day maintenance like water supply, common electricity, wages and the remuneration payable to the staff or other persons hired for the purpose of day – to – day maintenance of the common areas and facilities or periodical checking / servicing of water supply and drainage etc., maintenance of tot-lots, lifts and generators, STP, WTP etc., including its service charges or any other expenditure of routine nature. Security services, pest control, common areas cleaning, common area lighting, landscaping etc. and all other amenities, routine administrative and legal expenses not mentioned herein.
- (ii) If the repairs to be effected to the common areas and facilities of the building exceed the estimated returns/interest on the corpus fund/Sinking fund in any particular year, the managing committee shall convene the meeting of the general body and place the estimated costs of such repair and call upon the members to contribute proportionately towards cost.
- (iii) The Managing Committee shall maintain accounts with all the diligence and submit the account closed up to 31st march of each year and audit report certified by a chartered accountant, to the annual general body meeting to be held on the date fixed by the Management Committee. If the general body is not held for any unforeseen and unavoidable circumstances, the statement of account and audit report shall be filed with the bank in which the “**PRANEETH PRANAV FLORA**” account is maintained with duly authorized copies to be filed with the committee. Such statements and reports shall be open for inspection of all the owner-member during all reasonable hours and in no case, such annual general meeting shall be postponed beyond May each calendar year. If the annual general body meeting is not held as above, each member of the committee shall be liable to pay a penalty of Rs.50/- for each defaulting day beyond 31st May of each calendar year.

- (iv) The Corpus Fund or any part thereof, including the interest accrued thereon, shall not be utilized for day to day maintenance, including replacement of electric bulb, day to day repairs and servicing, wages of staff, utility bills, etc. It shall be used only for the purpose of exterior paintings, structural repairs to the building, replacement or acquisition of any equipment like motor, lift, generator etc. or major repairs to or replacement of water supply/drainage system and towards statutory liabilities. The interest accrued on corpus fund shall also become part of the corpus fund. No amount from the corpus fund shall be withdrawn by the managing committee, except on a resolution by the general body in its Annual General Body Meeting or an extraordinary General Body Meeting called for the said purpose. The agenda for the meeting with any proposal for expenditure shall be circulated by the committee to all members with a notice of fifteen days before such Annual General Body Meeting or extraordinary General Body Meeting. No Expenditure beyond the interest accrued, shall be incurred unless a special resolution is passed by 2/3rds of the owner – members present and voting in such meeting. There shall be special proxy form for such meeting, clearly authorizing the voting on any subject relating to corpus fund. The President / Secretary and Treasurer shall explain the necessity of the expenditure and the estimates prepared by the competent technical person to the General Body.

Any Owner – member shall be entitled to participate in the discussion and raise all objections during the meeting and the President / Secretary and Treasurer shall answer or clarify all such objections/ queries.

- (v) Separate Bank Account to be opened for Corpus Fund and other receipts. Both should not be mixed.
- (vi) All amounts collected by the Society shall be deposited in the bank account to be opened in the name of Society. The cheques shall be signed by the Treasurer along with either President or Secretary. The Treasurer shall be liable for accounting of all receipts and payments to the committee and the committee shall be liable to the General Body.

- (vii) The committee shall be the sole authority to decide the amount to be contributed by each owner towards maintenance basing on the area of the residential unit. Every member shall be liable to pay the maintenance charges without demur to the committee as decided by the committee from time to time. The committee shall display the amount payable towards charges in the notice board. However, it shall be the duty of each Owner – member to verify with the Committee or Society office and find out the amount payable towards maintenance charges and shall not be entitled to raise any objections about due notice in this regard. Every defaulter shall be liable to pay penalty at the rate **of Rs.____/-** for each defaulting day beyond the due date as decided by the committee. No member shall be entitled to raise any dispute with regard to any amounts demanded by the committee, unless he/she pays the said amounts, under protest.
- (viii) If the delay continues beyond one week, the president / Secretary / Treasurer shall be entitled to disconnect any or all services, including water supply/electricity, to the defaulting member or his/her residential unit, without any further notice and without prejudice to any other right of the Society or the committee to collect the dues including but not limited to file a suit for recovery of dues.
- (ix) It shall be the duty of every member to collect the receipt for any payment made by him, with full particulars, from the Treasurer or duly authorized employee of the Society. In case of dispute, no evidence shall be accepted except the receipt issued by the Treasurer or such duly authorized employee of the Society.
- (ix) Any dispute between the Committee and the member or between the members regarding the management, maintenance or utilization of any common areas and facilities, including the payment, non – payment of maintenance charges shall be referred to the Grievance Committee to be appointed by the General Body for the period of two years in its Annual General Body Meeting. No Person elected to the committee shall be eligible to be appointed to Grievance Committee. The Grievance Committee shall consist of five members. The Grievance Committee shall elect its own chairman. The decision of the Grievance Committee shall be by majority and all proceedings of the Grievance Committee shall be recorded and be presented to the General Body in its Annual General Body Meeting. The Grievance Committee shall hold its meeting as per the requirements, but one such meeting shall be on the last Saturday/Sunday of every month without fail. The Grievance Committee shall dispose of the grievances or complaints as expeditiously as possible within one month of notice to the parties concerned. The Quorum for Grievance Committee shall be three.

VII (b) Investment of Funds:

- (i) **Corpus Fund and/ or Sinking Fund** : The Promoters shall transfer the Corpus Fund collected by it from the owners of the Residential Unit to a separate bank account to be opened in the name of the “**PRANEETH PRANAV FLORA**” OWNERS WELFARE ASSOCIATION” Corpus Fund in any public sector bank. The funds shall be invested in the most beneficial manner. There shall not be any withdrawal from the Corpus Fund for the period of three years from the date of deposit and thereafter, the withdrawal shall be to the extent of accumulated interest for a period of seven years. Thus, the lock in period for the principal Corpus Fund shall be for initial ten years and for the current interest accrued thereon shall be for initial three years. The current interest means, the interest earned or estimated during the financial year, in which the expenditure is sought to be incurred. For removal of all doubts, it is hereby declared that the interest accrued during the previous years shall become part of Principal Corpus Fund and shall be subject to the same limitations and restrictions as the principal Corpus Fund.
- (ii) The Corpus Fund of the Society shall consist of contribution of the members, transfer fee and the registration fee and shall be kept in Fixed Deposit in any public sector bank and shall not be utilized for any purpose.
- (iii) The Society shall credit all the amounts collected by it from time to time by way of registration fees, transfer fees, fines, etc., except those collected towards maintenance charges or for special occasions like festivities, rentals from vendors, surplus revenues from clubhouse, to the “**PRANEETH PRANAV FLORA**” OWNERS WELFARE ASSOCIATION” Corpus Fund, at the end of each calendar month with a statement of account to be submitted to the Annual General Body Meeting.

VIII. MANAGEMENT

- (i) The final authority of the Society shall vest in General Body, which shall be convened in the manner, specified in these bye-laws. Managing committee is accountable to the general body. The decisions of the General Body Meeting shall be binding on all the concerned.

- (ii) The Managing Committee shall consist of President, Vice-President, Secretary, Treasurer and 5 other Members and may be convened by the Secretary/President as and when considered necessary, usually with a day's notice. The quorum for Management Committee meeting shall consist of at least five persons among the Managing Committee.
- (iii) The management of the day-to-day administration of the Society shall vest with the President/Secretary.
- (iv) The President, Vice-president, Secretary, Treasurer and Members of the Managing Committee shall be elected by the General Body of the Society, for a period of two years, in April of every alternate year. Till such time the existing managing committee shall continue to function.
- (v) It shall be the duty of the incumbent committee to conduct election to Managing Committee, before the expiry of their term.
- (vi) In the event of equal number of votes for both “for” and “against” a resolution, the President of MC will have a deciding vote.
- (vii) In case of some positions in the Management Committee (MC) falling vacant by resignation, death, or otherwise, the MC may nominate other members to the MC to fill these vacant positions, provided the number of such vacant positions is less than 3 members for the MC elected by the members. The nomination of members requires the support of at least five of the MC members. The nominations must be listed in the minutes of the meeting. These nominated members shall not have any voting rights in matters pertaining to financial issues or the structure of MC. The term of the nominated members shall be valid till the next elections of the MC members. The nominated members may also be removed similarly by five MC members present in the meeting.
- (viii) Should more than 50% of the elected MC members resign over a period of time then the entire MC shall be considered dissolved and fresh elections for all nine MC members will be held. The remaining members of the MC shall organize these elections.
- (ix) More than 50% of the elected MC members cannot resign collectively or en-masse without the approval of the general body.
- (x) If any member of committee is convicted for any Civil or Criminal offence, he/she will be automatically removed from the committee after verification of facts by remaining members of the committee.

- (xi) A Managing Committee member cannot hold office for more than two consecutive terms.
- (xii) A Management Committee member cannot participate and vote on matters that could be deemed as conflict of interest.

VIII (a). Powers, Duties and functions of Managing Committee:

- (i) The President shall have the power to call for the general body meeting and preside over the same.
- (ii) The Secretary may convene the meeting of the Managing Committee or the General Body on the instructions of the President of the Managing Committee or on requisition of 1/10th of the General Body. The President shall call for the general body on requisition of any three MC members or more, within 48 hours or such time as may be mentioned in the requisition.
- (iii) The President shall call for a General Body meeting at least once in twelve months and the Secretary shall submit the report to such General Body. There shall be Annual General Body Meeting in April of every year. The quorum shall be half of the total members of the society.
- (iv) The Secretary shall be responsible for day-to-day maintenance and shall have the power to supervise the staff. All the appointments of staff and their service conditions shall be made by the president in consultation with the Secretary and the same shall be apprised to the General Body in its next meeting and all the decisions of the President in this regard shall be subject to ratification by the General body at such meetings.
- (v) The President or the Secretary is authorized to represent the Society before any authority, Court or Tribunal for the purpose of prosecuting or defending any legal proceedings or other applications. The Secretary shall apprise the General Body in its next meeting about the status of any such legal proceeding or other applications.
- (vi) The President, the Secretary and the treasurer shall open and operate the Bank account jointly in the name of Society and the secretary can withdraw funds either with the president or treasurer.

- (vii) The Secretary and Treasurer shall maintain all the records and accounts of the Society and the accounts shall be kept in proper custody in the office room for inspection of all the members“ at all reasonable times with prior appointment.

The Secretary and Treasurer shall also make the accounts available during the General Body meeting to be convened under these bye-laws, once in a year.

- (viii) Vice-President shall perform the functions of the president and the joint secretary shall perform the functions of secretary when the post falls vacant by resignation, death or otherwise and the treasurer shall maintain the accounts and shall prepare annual report for audit and also for approval of General Body.
- (ix) Society can hire services of service providers for undertaking day-today maintenance through proper service agreements. Such agreements can be done for varying periods with proper exit clauses. Management committee decision shall be final and binding on all residents. However, after awarding such contracts, Management Committee shall place all details in General Body Meeting.

IX. ELECTION PROCESS:

- (i) The existing managing committee shall appoint an election officer, ideally a lawyer well versed with election procedure, for the purpose of conducting the election for the next managing committee.
- (ii) The Member of association with voting rights whose name is registered in the sale deed and who have paid all the dues, corpus fund, maintenance charges etc. and who are living in the same community is eligible for filing nomination for election.
- (iii) The election officer shall send the election notification at least 21 days in advance of the date of election via email on the email addresses registered in the member register and posting the election notification on the society website, other approved online gated community management system (like apnacomplex.com) used to circulate notices to society members and pasting the election notification on the notice board of each Tower.

- (iv) A time of seven days will be given for members to file their nominations on prescribed format. Each nomination has to be supported by at least two members.
- (v) A further time of two days will be given for nominations to be withdrawn.
- (vi) All members contesting the elections can canvass for their candidature by way of emails, notices on approved online gated community management system (like apanacomplex.com) and Towers notice boards. Door to door canvassing is prohibited. No loud speakers or public address systems can be used for canvassing. De facing of walls is strictly prohibited.
- (vii) The managing committee will facilitate resident meetings where the candidates will have an opportunity to present their profile and ideas.
- (viii) The election officer who may seek the help of other members shall conduct the voting for the managing committee members in an orderly manner.
- (ix) Only members are allowed to cast their votes in the election.
- (x) A member who cannot be present for the election but desirous of exercising her /his voting rights can appoint a proxy to vote on their behalf. The proxy form to be circulated by the election officer has to be deposited with the election officer at least two days before the date of election.
- (xi) All proxy forms shall be signed by the owner and be filed and registered with the SOCIETY, either generally or before the commencement of any meeting. In case of joint ownership, all the owners shall sign the proxy form.
- (xii) The counting of votes shall be done under the supervision of the election officer. Candidates and / or their nominees and other members are allowed to witness the counting of votes.
- (xiii) The results of the election shall be announced by the election officer by way of notice on each Tower notice board, notice on approved online gated community management system (like apanacomplex.com) and emails to the members.

- (xiv) In case any contestant/contestants withdraw from contest during the course of election process, the election process will continue and the vacant positions due to withdrawal of contestants shall be nominated by the remaining new committee members.
- (xv) Any managing committee member having ceased to be a member of SOCIETY automatically ceases to be a member of the managing committee. The MC can elect an alternate member as per bye laws.
- (xvi) The elected members shall take office upon the completion of the term of the previous committee.
- (xvii) HANDING OVER OF CHARGE. The office-bearers of the outgoing MC will be responsible for handing over the charge to the newly elected office-bearers at the expiration of their term. It shall be the responsibility of the outgoing president to ensure that Handing/Taking over by his/her team is completed smoothly and expeditiously.

X. GENERAL BODY MEETINGS:

1. The notification & agenda for all general body meetings, except the extraordinary General Body Meetings, shall be sent out at least 14 days in advance of the date of the meeting via email on the email addresses registered in the member register and posting the meeting notification on the society website, other approved online gated community management system (like apnacomplex.com) used to circulate notices to society members and pasting the meeting notification on the notice board of each Tower.
2. The General Body shall deal the following among other matters.
 - (i) To review the actions taken to implement the decisions of the last annual general body meeting or the last Extraordinary General Body Meeting held, if any.
 - (ii) To amend the existing or to frame new byelaws when necessary.
 - (iii) To consider and decide on any important communication received from Municipal or Government authorities, and other statutory bodies.
 - (iv) To prescribe penalties / late fees for any breach/breaches of the byelaws or rules made there under, committed by any member/ nominal member or person connected with him.

- (v) To consider any other matter, excepting that requiring proper notice, with the permission of the chair, after the regular agenda is over.
- (vi) The committee shall decide the date, time and place for all General Body Meetings.
- (vii) If within half an hour of the appointed time for the meeting, there is no quorum, then the meeting, convened due to requisition of members, shall be dissolved. In any other case the meeting shall be adjourned by one hour on the same day and at the same place notified earlier or to a subsequent date not later than 30 days. In such an adjourned meeting the business of the General Body shall be transacted as per the original agenda whether there is quorum or not.
- (viii) At a General Body Meeting every member or in his/her absence his/her authorized representative shall have one vote only. Nominal members do not have voting rights.
- (ix) All matters except that of amending or framing a Bye-laws for which approval requires a 2/3rd majority of those present, shall be decided by a simple majority of those present by voting at the General Body Meeting.
- (x) The Committee shall finalize the minutes of every General Body meeting within 7 days of the date of the meeting and circulate it among the members of the Society.
- (xi) An extraordinary General Body Meeting of the Society may be called by the President at any time at the instance of the committee or on receipt of a requisition signed by at least 1/10th members of society stating in writing the matter on which deliberations are to be made. The meeting so convened shall not transact any business other than that mentioned in the notice of the meeting.
- (xii) Extraordinary General Body Meeting as mentioned above may be convened at a notice of 24 hours or more.
- (xiii) The annual general body meeting shall be held in April/May every year to consider the annual report of the managing committee, the audited statement of accounts, appoint the statutory auditor and approve the budgets for the society.

XI. QUORUM:

- (i) **General Body Meeting:** The quorum for the general body meetings, including the annual general meeting and extraordinary general meetings

shall be one – half of the membership. There shall be no minimum quorum requirement if the meeting is held for the second time after the postponement of the original meeting for want of quorum.

- (ii) **Managing Committee Meetings:** The quorum for Managing Committee meetings shall be five.

- (iii) **Grievance Committee Meetings:** The quorum for grievance committee meetings shall be three.

XII. TERRACE

After completion of construction and hand over all of the residential units by the Promoter-Developer as per the scheme, the terrace shall be handed over to the Society.

XIII. DECLARATION

We, the undersigned, have formed into an Society and hereby declare that we will be responsible to run the affairs of the Society and are desirous of getting the Society registered under Telangana State Societies Registration Act 2001.

S.No.	Name & Address	Age	Designation	Occupation	Signature
1			President		
2			Vice-President		
3			Secretary		
4			Joint Secretary		
5			Treasurer		
6			Member		
7			Member		
8			Member		
9			Member		

Witnesses :

S.No.	Name & Address	Age	Designation	Occupation	Signature
1					
2					

Amenities

Club House
Reception
AC Gymnasium
Indoor Games
Multipurpose Lawn
Creche
2 Multi Purpose Hall
2 Multi Purpose Rooms
Guest Room – 4 Nos
Convenience Store
Swimming Pool @ Roof Top
Garden
Children Play Area
Half Basket Ball Court
Badminton Court
Street Light for Internal Path Way
CCTVs at required locations
Outdoor Fitness station
Cricket Practice Pitch
Skating Ring
Amphy Theatre

Project Highlights

HMDA Approved
Well Planned community with 392 Flats of various sizes (1152-1500 sft Areas) located adjacent to lush green forest.
2&3 Bedroom Apartments
Spacious floor plans
No Common Walls
24x7 Security
Vaastu Compliant
Landscaping
Solar Power Plant
Power Backup for Common Areas.
Solar Fencing alround the community
Sewage treatment plant

Specifications

Framed Structure	: RCC framed structure to withstand wind and seismic loads Zone II.
Super Structure	: Machine made CC blocks in cement mortar; external walls of 8" thick and internal walls of 4" thick.
Plastering & Painting	: Rich cement mortar plaster for both external and internal walls & ceiling. Premium emulsion paint with luppum finish for both internal walls and ceiling. 2 coats of premium brand antifungal paint with Textured finish on elevation and plain finish on other external surfaces. Synthetic enamel paint for MS railings.
Doors & Windows	: Main Door: Engineered wood Frame; Best quality Flush door shutter with teak veneer aesthetically finished with melamine spray polish and designer hardware of reputed make. Internal Doors: Engineered wood frame and best quality flush door shutters with standard hardware. French Doors: UPVC glazed sliding doors with Provision of mosquito mesh. Windows: Polyester powder coated Dumal series aluminium sliding windows with plain glass along with mosquito proof mesh and M.S. Grills. Railings: Staircase & Balcony will be provided with Mild Steel.
Flooring	: For Hall, Kitchen, Dining & Bed Rooms: Double charged premium quality Vitrified tiles; Toilets& Utility: Designer tiles; Corridor& Balconies: Matt finished premium quality Tiles.
Cladding & Dadoing	: Dadoing up to 7' Height with designer tiles in all toilets, Ceramic Tiles up to 3'height in utility/wash area
Electrical	: Concealed conduiting with copper fire retardant low smoke (FRLS) wiring with modular switches conforming to BIS. •Standard number of electrical points in all rooms of Anchor / Panasonic/ Legrand make. •Power outlets for air conditioners in all bedrooms. •Power outlets for Geysers in all bathrooms. •Power plug for cooking range chimney / microwave / mixer grinder and plug point for RO unit in kitchen. •Plug point for refrigerator. •3 Phase power supply for each apartment unit with Invertor provision for Lights and Fans.
Communication	: Telephone, TV, Internet point provision in living and all bedrooms
Lifts	: Passenger lifts as per NBC norms with collapsible shutters
Water Supply, Sanitary	: CPVC/ UPVC piping conforming to BIS. All sanitary and plumbing fixtures of premium quality.
Drainage	: All PVC sanitary piping conforming to BIS. STP treated flushing water in toilets to reduce the fresh water requirement.
Toilets	: All Toilets consists of • EWC with flush valve • Hot and cold diverter point with shower • Plumbing provision for Geyser in all toilets.
Kitchen	: Provision of Water IN & Out Points, electrical points for exhaust fan, electrical appliances & Water Purifier. Remaining appurtenances in Owners Scope.
Power back-up	: 100% Power backup through Generator for common areas, Club-house, lifts, water pumps and security checkpoints.

- Cable TV & Internet : Cable TV/ INTERNET/ INTERCOM/ TELEPHONE ready network provision.
CCTVs at required locations.
- Solar Power plant : Solar panel power plant on terrace connected with Electricity Board Grid
(Net metering) for common areas.
- Value Added Specifications: Individual meters for Raw water.
Common Centralized R.O. Plant

All specifications shall be conforming to the National Building Code.