

AGREEMENT FOR SALE

This Agreement for Sale (“**AGREEMENT**”) executed on this____(**Date**) day of _____
(**Month**), 2018,

By and Between

ALLIANCE INN INDIA PVT. LTD., a company incorporated under the Indian Companies Act.1956 and having its having its Corporate office at 1st Floor, Jubilee Heights, Jubilee enclave, Plot Nos.68 and 69, Madhapur Village, Serilingampally Mandal, under GHMC Serilingampally Circle, Ranga Reddy District, Telangana, Represented by its authorized signatory Sri. K. Siva Kumar S/o. Sri. K. Veerabhadra Rao, aged about 46 years, Resident of E44,403,vaishnavi sirisampada apartments, madhuranagar colony, Ameerpet, Hyderabad, Telangana-500038 vide Board Resolution Dated _____. Hereinafter referred to as the “**PROMOTER/DEVELOPER/VENDOR**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest,executors, administrators and permitted assignees)].

AND

1. **SHRI.**_____, S/o. Shri._____, Aged about_____years, Occupation:_____,
(**PAN NO.**____); (**AADHAAR No.**_____);
2. **SMT.**_____, W/o. Shri._____, Aged about_____years, Occupation:_____,
(**PAN NO.**____); (**AADHAAR No.**_____);

Both are R/o._____.

[Hereinafter called the “**PURCHASER/ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)]

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

DEFINITIONS CLAUSE:

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

- a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
 - b) “Appropriate Government” means the Government of Telangana;
 - c) “Rules” means Telangana Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
 - d) “Regulations” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016/Rules 2017;
 - e) “Section” means a section of the Act/Rules.
- f) “Saleable Area” includes Carpet Area plus veranda/balcony/terrace area which are exclusively meant for the Purchaser/Allottee plus the proportionate share of Common Areas and any other area as agreed between the Promoter/Developer/Vendor and Purchaser/Allottee in the agreement of sale for which a proportionate cost has been collected from the Purchasers/Allottees;

WHEREAS:

- A.** The Vendors/Landowners are the absolute and lawful owners of the land totally **admeasuring 22916.42 Sq.Mt.** bearing in Survey No.178/Part, 179/Part, 180/Part, and 181/Part Situated at Ameenpur Village, Ameenpur Municipality, Ameenpur Mandal, Sangareddy District, through **Registered Sale Deed Document No.24119/2019, Dt.30-05-2019, Registered at S.R.O. Sangareddy**, Telangana with their respective extents i.e. (hereinafter to be referred to as “Said Land” more fully described in the ‘Schedule Project land’ hereunder) having acquired the same through registered documents. (The recitals/detailed link and flow of title in respect of the ‘said land’ mentioned in the above referred registered Documents is deemed to be part and parcel of the recitals/flow of title of this Agreement of Sale and however the flow of title of the ‘said land’ is appended herewith as Annexure-A).
- B.** The Said Land is earmarked for the purpose of building a Residential Project comprising of Multistoried Residential Apartment Buildings and the said project shall be known as “**SPRING IS IN THE AIR**” (“Project”);
- C.** The Promoter/Developer/Vendor is fully competent to enter into this Agreement and

all the legal formalities with respect to the right, title and interest of the Promoter/Developer/Vendor regarding the 'Said Land' on which Project is to be constructed have been completed;

- D. The Hyderabad Metropolitan Development Authority(HMDA) has granted building permit vide number 031313/SKP/R1/U6/HMDA/03122019 dated:15.09.2020 and from municipality vide permit bearing letter number _____ for construction of a Multi-storied Residential Apartment Complex on the 'said land' comprising of basement of one level and stilt plus 10 Upper floors consisting of 03 Towers and Amenities Block consisting of ground plus 03 upper floors as per the Sanctioned Plan of Hyderabad Metropolitan Development authority(HMDA) .
- E. The Promoter/Developer/Vendor has obtained the sanctioned plan, specifications and approvals for the Project and also for the apartment from the Hyderabad Metropolitan Development authority(HMDA) . The Promoter/Developer/Vendor agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter/Developer/Vendor shall register the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority as and when the Authority is established and the required infrastructure is provided;
- G. The Purchaser/Allottee had applied for an apartment in the Project vide **Application No. _____** dated _____ and has been allotted **Apartment No. _____**, on **Floor, Block- _____** having carpet area of **____ Sq. Ft.**, exclusive verandahs, balconies/terrace area of **____ Sq. Ft.**, totally having a saleable area of **____ Sq. Ft.** type **____ BHK**, along with **____** parking no./s. **____** in **basement-____** admeasuring **____ Sq. Ft.** in the Project named as '**SPRING IS IN THE AIR**' (as permissible under the applicable law) and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. **Additional disclosures/details:**
- (1) The Vendor/Developer herein has earlier provided the Land Title Search Report, copies of title deeds and all other documents of title pertaining to 'said Land' herein and also copies of permit and sanctioned plans issued by the Authorities for construction on Schedule Project Land herein to the Purchaser/s herein to enable the later to carryout legal due-diligence to satisfy about the title of the Vendors/Landowners herein and the Vendor/Developer in and over the Schedule Project land and the authority of the Vendor/Developer herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, Saleable area etc., of '**SPRING IS IN THE AIR**' project as well as the suitability of the apartment for the residential use and the conditions

mentioned herein, the Purchaser herein approached and offered to purchase the Schedule 'A' Apartment from the Vendor/Developer herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser got understood and verified the carpet area, Saleable area of the Schedule 'A' Apartment and his/her/their entitled undivided right, interest in the common areas of the Complex and undivided interest in the Schedule Project Land herein which is arrived as under:-

Residential Apartment No.____, on____Floor admeasuring____Sq.Ft.

- (a) Carpet area of the Schedule 'A' Apartment is____Sq.Ft.
 - (b) Exclusive verandahs, balconies/terrace area is____Sq.Ft.
 - (c) Pro-rata undivided right and interest in the common areas (including external walls) which is equivalent to **Sq. Ft.** (part of saleable area) and Pro-rata undivided right and interest in the Schedule Project Land ____ sq yards, the same shall be transferred and delivered to the Association as per the provisions of the RERA and Telangana Rules/Regulations as applicable from time to time.
- (2) Thus the Purchaser got verified and notified that a total saleable area of the Schedule 'A' Apartment is _____**Sq. Ft.** The Purchaser herein will acquire ownership, title on Schedule 'A' Apartment area by way of purchase which includes undivided right of use on pro-rata basis in the common areas of the complex. The sale consideration payable under this Agreement is **Rs. /- (Rupees_____Only)** which is in respect of the entire saleable area of the Schedule 'A' Apartment which is morefully delineated in the Floor Plan i.e. Schedule 'B' Plan appended herewith. The said sale consideration is deemed to be the sale consideration for the carpet area being handed over herein. The sale consideration price is inclusive of GST.
- (3) The original title deeds of the Schedule Project Land are in the custody of the Promoter/Developer/Vendor herein. Since the original title deeds regarding this project forms part and parcel of larger extent of the land parcel which is owned by the developer, the developer will retain the original title deeds till the selling of last flat in the entire project to be developed in the balance land parcel. The developer shall deliver the original documents to the custody of the Association to be formed by all the owners of the apartments/flats in 'SPRING IS IN THE AIR', as mentioned in the clause. After completion of the project, all the common areas, infrastructure of the project including administration of maintenance of common areas will be transferred and handed over by the Vendor/Developer in favour of the Association to be formed among the Apartment owners in the total project as per mutually agreed timelines and under the provisions of statute and Rules governing the same.

- (4) The Vendor/Developer has offered to sell to the Purchaser/Allottee and Allottee agrees to purchase from the Vendor/Developer, the Schedule 'A' Apartment (morefully described and shown hatched with red colour lines on the Floor Plan thereof annexed hereto, (hereinafter referred to as "Scheduled 'B' Plan") for a total sale consideration of **Rs._____/- (Rupees_____Only)** and other charges as detailed in Schedule 'C' hereunder on the terms and conditions contained herein being accepted by the parties hereto payable to the Vendor/DEVELOPER.
- (5) The Parties hereby confirm that the "Applicable Law" includes all applicable laws, Real Estate (Regulation and Development) Act, 2016 (16 of 2016), Telangana State Real Estate (Regulation and Development) Rules, 2017 or determination by, or any interpretation or administration having the force of law in the State of Telangana whether in effect as of the date of this Agreement or at any time hereafter. However the Parties herein agree to comply with all the provisions of RERA and state regulations in the implementation of the project and further if required the Purchaser hereby agrees and undertakes to enter in to Supplemental Agreements if any with the Promoter/Developer/Vendor as and when required to amend terms of this Agreement in consonance with the RERA and State Rules including any amendments thereof.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer/Vendor hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para G.

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 Promoter/ Developer/Vendor agrees to sell to the Purchaser/Allottee and the Purchaser/ Allottee hereby agrees to purchase, the Apartment as specified in para G.
- 1.2. The Total Price for the Apartment based on the Saleable area is as per table below ("Total Price") :

Block No. ____ Apartment no. ____ Type BHK Floor TH	Rate of Apartment per square feet Rs.	Amount Rs.	GST (1% / 5%) Rs.	Total Amount Rs.
Saleable area ____ sft (cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas)	____/-	____	____	____
Floor Rise charges	____/-	____	____	-----
Charges for Amenities (TSCPDCL, HMWS &SB Connection Charges, Club Facilities, Piped Gas Connection, Car Parking, DG Sets, STP etc.)		____	____	____
Corpus Fund		____	0	____
Maintenance Charges		____	____	____
Legal & Documentation Charges		____	____	____
Total price (in rupees) with (breakup of the amounts payable by the Purchaser referred to in the Schedule 'C' hereunder)		____	____	____
*Registration Charges as applicable				

Explanation:

- (i) The Total Price above includes the booking amount paid by the purchaser/ allottee to the Promoter/Developer/Vendor towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer/Vendor by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer/Vendor, by whatever name called) up to the date of handing over the possession of the apartment to the purchaser/allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the Completion/Occupancy Certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the purchaser/allottee to the Promoter/Developer/Vendor shall be

increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the 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 purchaser/allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the purchaser/allottee as per actuals over and above the total price.

- (iii) The Promoter/Developer/Vendor shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) and (ii) above and the Purchaser/Allottee shall make payment demanded by the Promoter/Developer /Vendor within the time and in the manner specified therein. In addition, the Promoter/Developer/Vendor shall provide to the Purchaser/Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.
- 1.3. The Total Price is escalation-free, save and except increases which the Purchaser /Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer/Vendor undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer/Vendor shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee.
- 1.4. The Purchaser/Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5. The Promoter/Developer/Vendor may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser/Allottee by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser/Allottee by the Promoter/Developer/Vendor.

- 1.6. It is agreed that the Promoter/Developer/Vendor shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, as the case may be, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act/Rules. Provided that the Promoter/Developer/Vendor may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter/Developer/Vendor shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Purchasers/Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter/Developer/Vendor, for which the Promoter/Developer/Vendor shall not be liable after handing over.
- 1.7. The Promoter/Developer/Vendor shall confirm to the final carpet and Saleable area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer/Vendor. If there is reduction in the carpet area or the Saleable Area then the Promoter/Developer/Vendor shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Acts/Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser/Allottee, the Promoter/Developer/Vendor may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 9.3 the Promoter/Developer/Vendor agrees and acknowledges, the Purchaser/Allottee shall have the right to the Apartment as mentioned below:
- (i) The Purchaser/Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer/Vendor shall hand over the common areas to the association of Purchasers/allottees after duly obtaining the Completion/ Occupancy Certificate from the competent authority as provided in the Act/Rules;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project;
- (iv) The Purchaser/Allottee has the right to visit the project site to assess the extent of development of the project and his apartment.
- 1.9. It is made clear by the Promoter/Developer/Vendor and the Purchaser/Allottee agrees that the Apartment along with ___ Garage/Covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/Allottee (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/Allottees of the Project.
- 1.10. The Promoter/Developer/Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser/Allottees, which it has collected from the Purchaser/Allottees, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer/Vendor fails to pay all or any of the outgoings collected by it from the Purchasers/Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers/Allottees, the Promoter/Developer/Vendor agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11. The Purchaser/Allottee has paid a sum of **Rs. _____/- (Rupees _____ only)** as booking amount and has also paid an amount of **Rs. _____/- (Rupees only)** towards **GST**, as part payment towards the Total Price of the Apartment at the time of application, the receipt of which the Promoter/ Developer/Vendor hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter/ Developer/ Vendor within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter/Developer/Vendor abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Promoter/Developer/Vendor, within the stipulated time as mentioned in the Payment Plan [Schedule C] through Account Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **ALLIANCE INN INDIA PRIVATE LIMITED.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter/Developer/Vendor with such permission, approvals which would enable the Promoter/Developer/Vendor to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter/Developer/Vendor accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser/Allottee shall keep the Promoter/Developer/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser /Allottee to intimate the same in writing to the Promoter/Developer/Vendor immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer/Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Developer/Vendor shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

- 4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Purchaser/Allottee authorizes the Promoter/Developer/Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the Apartment, if any, in his/her name and the Purchaser/Allottee undertakes not to object/demand/direct the Promoter/Developer/Vendor to adjust his payments in any manner.

- 5 TIME IS ESSENCE:** The Promoter/Developer/Vendor shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the

Authority (which shall include the extension of registration, if any, granted to the said project by the Authority)and towards handing over the Apartment to the Purchaser/ Allottee and the common areas to the Association of Purchaser/Allottees or the competent authority, as the case may be.

- 6 CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Purchaser/Allottee has seen the proposed Building plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer/Vendor. The Promoter/Developer/Vendor shall develop the Project in accordance with the said Building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/Developer/Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Greater Hyderabad Municipal Corporation Act 1955 and shall 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/Vendor shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the said Apartment** - The Promoter/Developer/Vendor agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter / Developer/Vendor assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on October 31, 2023 (subject to the extension of registration, if any, granted to the said project by the Authority) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/Developer/Vendor shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/Developer/Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/ Developer/Vendor shall refund to the Allottee the entire amount received by the Promoter/Developer/Vendor from the allotment within 90 days from that date. The Promoter/Developer/Vendor shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter/Developer/Vendor and that the Promoter/Developer/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession-** The Promoter/Developer/Vendor, upon obtaining the Occupancy Certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. If the Purchaser/Allottee 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 Promoter/Developer/Vendor agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer/Vendor. The Promoter/Developer/Vendor shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser/Allottee or any authority or third party on whom the Promoter/Developer/Vendor has no control. The Purchaser/Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer/Vendor/association of Purchaser/Allottees. The Promoter/Developer/Vendor shall hand over the copy of Occupancy Certificate of the apartment to the Purchaser/Allottee at the time of conveyance of the same. After taking possession of the schedule 'A' premises by the Purchaser/Allottee, the developer is not responsible for any damage caused to the premises due to the acts of the purchaser. **Failure of Purchaser/Allottee to take Possession of Apartment-** Upon receiving a written intimation from the Promoter/Developer/Vendor as per para 7.2, the Purchaser/Allottee shall take possession of the Apartment from the Promoter/Developer/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer/Vendor shall give possession of the Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in para 7.2, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.3 Possession by the Purchaser/Allottee: After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser/Allottees, it shall be the responsibility of the Promoter/Developer/Vendor to hand over the necessary documents and plans, including common areas to the association of Purchaser/Allottees within thirty days after obtaining the Completion/Occupancy Certificate.

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

7.5 Compensation- The Promoter/Developer/Vendor shall compensate the Purchaser/Allottee in case of any loss caused to him/her due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer/Vendor fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Developer/Vendor shall be liable, on demand to the Purchaser/Allottees, in case the Purchaser/Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Acts/Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Promoter/Developer/Vendor shall pay the Purchaser/Allottee interest at the rate prescribed in the Acts/Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer/Vendor to the Purchaser/Allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER /DEVELOPER / VENDOR:

1. The Promoter/Developer/Vendor hereby represents and warrants to the Purchaser/ Allottee as follows:
 - (i) The Vendors/Landowners have absolute, clear and marketable title with respect to the said Land and the Promoter/Developer/Vendor has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter/Developer/Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/ Developer/Vendor 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 and common areas;
 - (vi) The Promoter/Developer/Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;
 - (vii) The Promoter/Developer/Vendor has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;

- (viii) The Promoter/Developer/Vendor confirms that the Promoter/Developer/Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance/Sale deed the Promoter/ Developer / Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Allottee and the common areas to the association of Purchaser/Allottees or the competent authority, as the case may be;
 - (x) The Promoter/Developer/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate/Occupancy Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the association of Purchasers/ allottees or the competent authority, as the case may be;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer/Vendor in respect of the said Land and/or the Project except those disclosed in the title report.
2. The Purchaser/Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter/ Developer/Vendor as follows:-
- i. To maintain the Apartment at the Purchaser's/Allottee's own cost in good and tenable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities/association of the Purchaser/ allottee, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was

delivered by the Promoter/Developer/Vendor to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter/Developer/Vendor and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter/Developer/Vendor within fifteen days of demand by the Promoter/Developer/Vendor, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the

occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- x. Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built up area/units are sold off, the Purchaser/Allottee shall permit the Promoter/Developer/ Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter/Developer/Vendor fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter/Developer/Vendor's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

1. The Promoter/Developer/Vendor shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchasers/Allottees and the cost of maintenance shall be borne by the Promoter/Developer/Vendor and the Purchasers/Allottees, proportionate to the apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter/Developer/Vendor and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.

2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Purchaser/Allottee, the Promoter/Developer/Vendor shall be the occupant in respect of any apartment/building.

12. DEFECT LIABILITY:

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer/Vendor/maintenance agency/association of Purchasers/ allottees shall have rights of unrestricted access of all Common Areas, garages/

covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchasers/allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1** Subject to para 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2** The Purchaser/Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3** The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer/Vendor and thereafter the association of Purchasers/allottees and/or maintenance agency appointed by association of Purchasers/allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. MORTGAGE OR CREATE A CHARGE:

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

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

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

- a. with respect to a real estate project, the Promoter/Developer/Vendor shall submit an application to the Registrar for registration of the Association of Purchasers/ Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the State of Telangana) within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Purchasers/Allottees in such a project have taken possession and the Promoter/Developer/Vendor has received the full consideration from such Purchasers/Allottees. All the Purchasers/Allottees on payment of full consideration shall become members of such Association of Purchasers/Allottees formed by the Promoter/Developer/Vendor.
- b. If the Promoter/Developer/Vendor fails to form the Association of Purchasers/ Allottees, the Authority shall by an order direct the Promoter/Developer/Vendor to apply for formation of such Association or may authorize the Purchasers/Allottees to apply for formation of the said Association.
- c. Notwithstanding any other rule, after conveying the title to the Association of Purchasers/Allottees under Section 17, the Promoter/Developer/Vendor shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Purchasers/Allottees without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/Allottee by the Promoter/Developer/

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

21. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.
22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ALLOTTEE OR SUBSEQUENT PURCHASERS /ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent PurchaserS/Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
24. **WAIVER NOT A LIMITATION TO ENFORCE:**
 - 24.1 The Promoter/Developer/Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/Allottee that exercise of discretion by the Promoter/Developer/Vendor in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Promoter/Developer/Vendor to exercise such discretion in the case of other Purchasers/Allottees.
 - 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
25. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under

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

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee(s) in Project, the same shall be **the proportion which the carpet area** of the Apartment bears to the total carpet area of all the Apartments in the Project.
27. **FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
28. **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer/Vendor through its authorized signatory at the Promoter/Developer/Vendor's Office in and after the Agreement is duly executed by the Purchaser/Allottee and the Promoter/Developer/Vendor or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Serilingampally, Ranga Reddy District under GHMC limits. Hence this Agreement shall be deemed to have been executed at Hyderabad.
29. **NOTICES:** That all notices to be served on the Purchaser/Allottee and the Promoter/Developer/Vendor as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Promoter/Developer/Vendor by Registered Post/through E-Mail at their respective addresses/mail id's specified Below:

Name and Address of the Allottee/Purchaser:-

[PURCHASER DETAILS]

1. Shri._____, S/o. Shri._____.

2. Smt._____, W/o. Shri._____.

Both are R/o._____.

Mobile No. +91_____;

Email:_____;

Name and Address of the Promoter/Developer/Vendor:-

**ALLIANCE INN INDIA PRIVATE
LIMITED**

**PLOT NO: 68 & 69, 1ST FLOOR,
JUBILEE HEIGHTS, MADHAPUR,
Hyderabad – 500 081
Ph- 040 67419999**

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

30. **JOINT PURCHASERS/ALLOTTEES:** That in case there are Joint Purchasers/ Allottees all communications shall be sent by the Promoter/Developer/Vendor to the Purchaser/Allottee whose name appears first and at the address/mail id given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers/Allottees.
31. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser/allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.
32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

ADDITIONAL TERMS:

34. **NOT TO ALTER NAME:** The Purchaser/s or the Association of the Owners of the Apartments shall not alter or subscribe to the alteration of the name of '**SPRING IS IN THE AIR**' in Schedule Project Land and/or alter the names assigned to the Blocks therein. The Purchaser/s acknowledge, agree and understand that the name '**SPRING IS IN THE AIR**' is final for the Schedule Project land.
35. **INDULGENCE:** Any delay tolerated or indulgence shown by the Vendor/ Promoter/ Developer herein in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the right of the Vendor/Promoter/Developer herein.
36. **CUSTODY:** This Agreement is prepared in two sets. One set will be with the Vendor/Promoter/Developer herein, the other set will be with the Allottee/ Purchaser and both sets are treated as Originals by the Parties.

37. **ASSIGNMENT:** The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendor/ Promoter /Developer herein. It is explicitly made clear that the Vendor/Promoter/Developer herein is not obligated to give its consent for any assignment/transfer by the Purchaser/s as this contract is exclusive in nature. The Vendor/ Promoter/ Developer herein is not obligated to give its consent for any assignment/transfer till their primary sale of all Apartments is fully completed.
38. It is also agreed that, in the event the Vendor/Promoter/Developer herein gives its consent for assignment/transfer of Purchaser's/s' interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Purchaser/s is/are required to comply and pay the total sale consideration under this agreement and further the Vendor/Promoter/Developer herein shall be entitled to charge Rs.100/- (Rupees Hundred Only) per Sq. Feet of the Schedule 'A' Apartment as their administrative charges and transfer fee for giving such consent.
39. It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in parts/portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. In the event of the Vendor/Promoter/Developer herein granting such permission, the Allottee/Purchaser and his assignee/nominee ensure to execute the required documentation at their cost as advised by the Vendor/Promoter/Developer herein and pay the necessary taxes, duties that are associated with such transfer.
40. **INTERIOR WORK:** All the interior related works that the Purchaser/s may undertake upon his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the Vendor/Promoter/Developer herein without disturbing the structure like beams, columns etc. The Purchaser/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 8 A.M. and 7 P.M. The Vendor/Promoter/Developer herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the Vendor/Promoter/Developer herein. The Vendor/Promoter/Developer herein is not answerable for any thefts during the course of the interior works. The Interiors should be completed within 3 months from the date of taking over possession of the Apartment. No person / interior worker shall be permitted to reside in the apartment/flat during the period of execution of interior works. The Purchaser/s shall pay a penalty of Rs.3,000/- per month for interiors done beyond 3 months period. While undertaking the interior works, if any damage is caused to the structures or facilities in the common areas and facilities in the project, the Allottee/Purchaser shall bear and pay the charges incurred by the Vendor/Promoter/Developer herein or the Association as the case may be towards undertaking repair of the same and the Allottee/Purchaser shall pay the amount as demanded by the Vendor/ Promoter/ Developer herein or Association as the case may be and the quantum of amount assessed for such repairs by the Vendor/Promoter/Developer herein or Association as the case may be, shall be final and binding on the Purchaser.
41. The VENDOR/DEVELOPER herein reserve s the right/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc, in the schedule project land till completion of the project. The PURCHASER/s has/have expressly

given consent for variations and/or modifications as the Architect/VENDOR/DEVELOPER herein may consider necessary from time to time during the course of construction and during the period which the VENDOR/DEVELOPER herein undertakes the administration of maintenance of common areas, amenities and facilities subject to the required permissions from the authorities, subject to the condition that there will not be any material change in the apartment shown to the PURCHASER basing on which the decision of purchase has been made. The Architect and VENDOR/DEVELOPER herein is the final decision makers on these aspects and the PURCHASER/s shall not interfere or question the design, construction processes etc, implemented by the VENDOR/DEVELOPER herein.

42. The Vendor/Promoter/Developer herein reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Schedule Project land till the completion of the project.
43. The Vendor/Promoter/Developer herein has the right to instruct the Purchaser/s to remit the installments payable under this Agreement with standing instructions to the bank accounts of the Vendor/Promoter/Developer herein which may be in the nature of Current Accounts/Over Draft Accounts/Loans Accounts/Escrow Accounts as the case may be and the Purchaser/s agrees to confirm such compliance in writing in the manner as may be required to the Vendor/Promoter/Developer herein or their Bankers from time to time.
44. The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/s would be on receipt of the total consideration, taxes and other amounts as applicable, from the Purchaser/s and would be in the manner the Vendor/Promoter/Developer herein advises the Purchaser/s.
45. Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/s or Act of God do not fall under the scope of maintenance under defect liability. In case of disputes as to quantity or quality in the construction of Schedule 'A' Apartment, the decision of the Architect of the project is final and binding.
46. The Vendor/Promoter/Developer herein has decided to float a Corpus Fund for the entire High-Rise Multi-Storied Residential Apartment Complex which is payable by the ultimate Purchasers, Land Owners/their successors of the residential apartments/flats, as the case may be, including the purchaser/s herein at the time of delivery of the possession of the Residential apartments/flats and such Corpus Fund is fixed at **Rs.50/- per Sq. Ft. of Saleable area (works out to Rs._____-/- per Sq. Ft., on Carpet area)** being proportionate contribution towards Corpus Fund. The Purchaser/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Vendor/Promoter/Developer herein at the time of execution and registration of Sale Deed in his/her/their favour in respect of the Schedule 'A' Apartment. Such fund will be governed and held initially by the Vendor/Promoter/Developer herein as a custodian and after the construction of Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the owners of the apartments/flats in the complex after its formation simultaneously along with the handing over of the administration, common areas and amenities to the association..

47. The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank/top three Private Sector Scheduled Banks in India based on their overall deposit holdings/ Tax free bonds issued by the Government of India or Undertakings of the Government of India and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the apartments/flats in the entire Complex in the same proportion in which they contribute the monthly maintenance charges.
48. The Purchaser/s shall pay to the Vendor/Promoter/Developer / herein at the time of registration of Sale Deed, a sum of **Rs.66/-** per Sq. Ft. of saleable area (**works out to Rs._____/- per Sq. Ft. on Carpet area**) of the apartment/flat as one-time payment towards "Common Area Maintenance Charges" for an initial period of 2 years with effective from the date on which the Vendor/Promoter/Developer herein announces that the administration and maintenance of the Complex or phases of construction has become operational. If any point of time, during the period of above two years, if such onetime payment made towards common area maintenance charges are not sufficient to meet the expenditure to be incurred, the Purchaser/s herein and all other Purchasers/s shall pay such additional sums from time to time as per the demand made by the Vendor/Promoter/Developer herein without raising any objection of whatsoever nature.
49. After the expiry of the initial period of two (2) years, the Vendor/Promoter/Developer / herein agrees to transfer the administration of maintenance of the common areas of the Complex to the Owners Association. However, upon expiry of the said initial period of two (2) years, the Purchaser/s herein and all other owners/occupants of the apartments/flats in the project shall regularly pay proportionate monthly maintenance charges to the Owners Association.
50. The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Purchaser/s / owners /occupants of all the Apartments in '**SPRING IS IN THE AIR**' and in the event of transfer of ownership of Schedule 'A' Apartment by the Purchaser/s herein, such transferee will be automatically entitled to the benefits of the Club Area/Club Facilities/Amenities Area and its facilities and the transferor shall cease to be the member of the Club Area/Club Facilities/Amenities Block.
51. As long as the administration of maintenance of common areas, amenities and facilities are undertaken by the Vendor/Promoter/Developer herein, the Vendor/Promoter/Developer herein shall also undertake the administration of the Club House Facilities. It is further agreed that Vendor/Promoter/Developer herein either by itself or through an agency appointed by it can undertake administration of maintenance of Club Facilities and thereafter the activities of the Club House shall be run by the Owners' Association/s as envisaged under this Agreement.

52. The Vendor/Promoter/Developer herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for establishment of various services and facilities etc. All the contracts to be entered by the Vendor/Promoter/Developer herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the Association to be formed among the owners of the Apartments/Flats to whom the Vendor/Promoter/Developer herein will hand over the Club House and its facilities as well as administration of maintenance of common areas, amenities and facilities.
53. Upon termination of this Agreement, the Purchaser/s shall not have any claim/s over the Schedule 'A' Apartment and/or on the Vendor/Promoter/Developer herein. The VENDOR herein shall be entitled to deal with Schedule 'A' Apartment as it may deems fit for its benefit without any reference to Purchaser/s.
54. The breakup of consideration provided in the clause 1.2 of this agreement is purely for the purpose of understanding and the total consideration mentioned in the clause is towards full and final cost of the carpet area of the schedule A property.
55. The Vendor/Developer/Promoter herein, in view of the safety and security precautions and to ensure uninterrupted progress of the project, will decide the time, day and date for the purpose of site visit by the purchaser herein as per Clause 1.8(iv) and will communicate accordingly to the purchaser herein and the purchaser herein agrees for the same.
56. Stamp duty, Registration Charges and all other Incidental and Legal expenses: All charges, expenses, stamp duty, registration fee and legal/incidental expenses etc., towards execution and registration of this Agreement and the sale deed, at the rate as may be applicable on the date of registration of this Agreement and the sale deed of the said Apartment including documentation shall be borne by the Purchaser/ Allottee only.

SCHEDULE 'PROJECT LAND'

All that the land totally admeasuring **Ac.**_____ in

Sy.NoS._____situated at _____ Village,

_____ Mandal, _____ District,

Telangana and is bounded by :-

North :

South :

East :

West :

SCHEDULE 'A' APARTMENT

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

All that the Residential **Apartment No.**_____on_____Floor in **Block-**_____, totally admeasuring _____Sq. Ft. of saleable area Which comprises of _____ Sq. Ft. of carpet area, exclusive Balcony area admeasuring Sq. Ft. and Proportionate common area admeasuring_____Sq. Ft along with allotment of _____car parking/s (**Bearing No./s.** in **Basement- III**) in the multi-storied Residential Apartment Complex known as '**SPRING IS IN THE AIR**' being constructed on the Schedule Project land and the apartment is bounded by:

North :

South :

East :

West :

SCHEDULE 'B'

(FLOOR PLAN OF THE APARTMENT NO._____,____FLOOR, BLOCK- __)

SCHEDULE 'C'

(PAYMENT PLAN)

The total sale consideration for sale of Schedule 'A' Apartment is **Rs.**_____/-(Rupees _____Only).

The PURCHASER/S/ALOTTEE has already paid to the VENDOR herein **Rs.**_____/-(Rupees_____only) being advance/earnest amount and the VENDOR herein admits and acknowledges the receipt of the same and the PURCHASER/S has also paid an amount of **Rs.**_____/-(towards **GST**).

The balance amount of **Rs.**_____/-(Rupees_____only) shall be payable by way of the following installments:

S.No	Particulars	Details	Consideration	GST	Total Amount
1	Within 15 days from date of booking	PDC for remaining 20%+GST	-	-	-

2	On completion of foundation of the respective tower	15% of the sale consideration + GST	-	-	-
3	On completion of the 3 rd floor slab of the respective tower	15% of the sale consideration + GST	-	-	-
4	On completion of the 6 th floor slab of the respective tower	15% of the sale consideration + GST	-	-	-
5	On completion of the 9 th floor slab of the respective tower	15% of the sale consideration + GST	-	-	-
6	On completion of flooring of respective flat	10% of the sale consideration + GST	-	-	-
7	At the time of registration prior to handing over of flat	10% of the sale consideration + GST	-	-	-
	TOTAL	100 %	-	-	-

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

Corpus Fund		Rs----- /-
Maintenance Charges (For First Two Years) plus applicable taxes		Rs----- /-
Documentation & Legal Charges (plus applicable taxes)		Rs----- /-
TOTAL		Rs----- /-

The payment should be made by way of Account payee cheque/Demand Draft favoring “**ALLIANCE INN INDIA PVT LTD**” payable at Hyderabad. In case of cheque returns, an amount of Rs.500/- per each return will be charged as cheque return charges. Interest will accrue from the due date and company reserves right to initiate legal recovery measures.

Registration charges – Stamp duty, registration fee etc., at the time of Registration of sale

deed as per applicable laws in force, payable by PURCHASER/S.

Applicable Taxes:

- A) GST @ 1% if property cost is less than 45 lakhs and 5% if the property cost is above 45 lakhs (Subject to change as per the rules/laws from time to time and payable along with each installment as mentioned in payment schedule) on total sale consideration.
- B) GST @ 18 % (Subject to change as per the rules/laws from time to time) on Maintenance Charges and Legal & Document Charges.
- C) The Sale Consideration is inclusive of GST benefit, no further input tax credit will be provided.

SCHEDULE 'D'

(SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE APARTMENT))

Structure

- Reinforced cement concrete structure (RCC) with shear walls by MIVAN formwork system

Windows

- UPVC frames with plain glass sliding shutters with provision for Mosquito mesh

Doors

- **Main Door:** 2100mm high wooden door frame and Flush shutter with Veneer on both sides finished with Melamine/ PU polish Coating
- **Internal Door:** 2100mm high door frame and Flush shutter with Laminate finish
- **Balcony:** UPVC French Door with plain glass sliding shutter

Flooring

- 600mm x 600mm Vitrified tiles

Kitchen

- Granite platform and Stainless steel sink

Tiles Cladding & Dadoing

- **Kitchen:** Glazed Ceramic tiles dadoing upto 2'0" height from the kitchen platform
- **Toilets:** Glazed Ceramic tiles dadoing upto 6'0" height and antiskid ceramic tiles for floor
- **Utility :** Glazed ceramic tiles dado upto 3'0" height

Toilets

- Sanitaryware of Kohler/Jaquar/Hindware or equivalent brand
- C.P. Fittings are of Kohler/Jaquar/Hindware or equivalent brand

SCHEDULE 'E'

(SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT))

Electrical

- Anchor Panasonic/Legrand/MK Honeywell or equivalent Modular switches & sockets
- AC point in Master bedroom only
- AC point provision only in other bedrooms and Living room

Painting

- Wall finished smooth with Acrylic Emulsion paint

Utility, Balcony, Lift lobby and Corridor

- Paved with Anti-skid ceramic tiles of standard make

Lifts

- Johnson/Schindler/Thyssenkrupp

Raw Power

- 1BHK – 2 KW
- 2BHK – 3 KW
- 3BHK – 3 KW

Power back up

- Common area – 100% DG Back up
- Backup inside flat – 1 KVA

Security

- CCTV surveillance in main Entry and Exit
 - Boom Barriers at the Entry gateway for regulating access

ANNEXURE- A

BRIEF FLOW OF TITLE OF THE SCHEDULE PROJECT LAND

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

SIGNATURES OF PURCHASERS/ALLOTEES

SIGNATURE OF PROMOTER/DEVELOPER/VENDOR

WITNESSES:

1) Signature_____

Name_____

Address_____

2) Signature_____

Name_____

Address_____

