

ANNEXURE
(See Rule 38)
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") made and executed on this ___ day of March 2021.

By and Between:

M/S. SWATHI CONSTRUCTIONS & DEVELOPERS, Registered office at 7-1-616/136, Rahmat Commercial Complex, Hyderabad, Represented by its Managing Partner Sri. **P. BADARINATH S/o Sri. VENKATESHWARLU** aged about 52 years, Occupation: Business, R/o: 7-1-636/5, Plot No 5, 3rd Floor, Model Colony, Erragadda, Near ESI Hospital, Sanathnagar, Hyderabad, Telangana – 500018.

AND

Sri. HARI KRISHNA VIDYALA S/o. Sri. GURU MURTHY VIDYALA, aged about 63 years, occupation: Business, R/o. House No 1-5-1014/301, Kothapet, L.B. Nagar, Hyderabad, Telangana. PAN No: AASPV7984L, AADHAR No: 8026 6779 6181.

Hereinafter jointly and severally called and referred as "**VENDOR**" (i.e Party of the **FIRST PART** or the **FIRST PARTY**),

(Which shall mean and include all his respective legal heirs, executors, successors, representatives, administrators, and assignees etc.) of the **FIRST PART**.

AND

M/S. SWATHI CONSTRUCTIONS & DEVELOPERS, Registered office at 7-1-616/136, Rahmat Commercial Complex, Hyderabad, Represented by its Managing Partner Sri. **P. BADARINATH S/o Sri. VENKATESHWARLU** aged about 52 years, Occupation: Business, R/o: 7-1-636/5, Plot No 5, 3rd Floor, Model Colony, Erragadda, Near ESI Hospital, Sanathnagar, Hyderabad, Telangana – 500018.

(which term(s) shall mean and include all its Shareholders, Directors, Managers, Successors, heirs, executors, administrators, legal representatives, assignees etc. as the case may be).

AND

SRI _____ **S/o** _____, aged about ____ years, Occ: _____ R/o _____
(Aadhar No. _____ Cell No _____)

HEREINAFTER called the "**PURCHASER/ALLOTTEE**" (which expression shall mean and include all his Heirs, Legal Representatives, Successors, Executors, Administrators, and Assignees on the **OTHER PART**).

The **VENDOR/PROMOTER** and **ALLOTTEE/PURCHASER** shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

For SWATHI CONSTRUCTIONS & DEVELOPERS
P. Badar

Managing Partner

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) and includes Telangana Real Estates (Regulation and Development) Rules, 2017 wherever the context so requires;
- (a) "Appropriate Government" means the Government of Telangana;
- (b) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (c) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (d) "Section" means a section of the Act.

WHEREAS:

WHEREAS the VENDOR herein is the absolute owner and peaceful possessor of the Open Land in Sy No 207 Part, admeasuring Ac. 0-13 Gts & In Sy No. 208 Part admeasuring Ac. 0-6.35 Gts, total admeasuring Ac. 0-19.35 Gts, Covered under Block No.1, Situated at Gajularamaram Village, Quthbullapur Mandal, Ranga Reddy District, having purchased by vide Sale Deed Document No's. 12546/2007 Book-I, Dt 19-07-2007 Registered at S.R.O Medchal., & Document No 395/2008, Book-I, Dt. 08-01-2008 at S.R.O., Quthubullapur., and ever since the date of purchase the VENDOR is in uninterrupted Possession and enjoyment of the same without any hindrance from anybody whomsoever.

Whereas the VENDOR entered into AGPA with R. SUBHASHINI & 4 Others vide Document No's 2525/09 & 2526/09 Dt. 09-04-2009, Registered at S.R.O Quthubullapur and subsequently the AGPA have been cancelled vide cancellation Deed Doct No's 9700/2010 & 9701/2010 Dt 23-09-2010 Registered at S.R.O Quthubullapur. Thus the vendor is in peaceful possession & enjoyment of the said property.

WHEREAS the VENDOR herein is the absolute owner and peaceful possessor of the Open Land in Sy No 206 Part, admeasuring Ac. 0-21 Gts out of Ac. 1-02 Gts, Covered under Block No.1, Situated at Gajularamaram Village, Quthbullapur Mandal, Ranga Reddy District, having purchased by vide Sale Deed Document No. 13353/2008 Book-I, Dt 20-10-2008 Regd at S.R.O Quthbullapur., and ever since the date of purchase the VENDOR is in uninterrupted Possession and enjoyment of the same without any hindrance from anybody whomsoever.

Whereas the VENDOR entered into AGPA with R. SUBHASHINI & 5 Others vide Document No's 2524/09 Dt. 09-04-2009, Registered at S.R.O

SWATHI CONSTRUCTIONS & DEVELOPERS

P. Bashir nath

Quthbullapur and subsequently the AGPA have been cancelled vide cancellation Deed Doct No. 9699/2010 Dt 23-09-2010 Registered at S.R.O Quthbullapur.

WHEREAS the VENDOR herein is the absolute owner and peaceful possessor of All that the part and parcel of Open Land admeasuring Ac. 0-16 Gts equivalent to 1936 sq yards, or 1618.49 Sq. mtrs., in part of Sy. No. 207 Situated at Gajularamaram Village, Under GHMC Circle, Mandal & Regn, Sub-Dist: Quthbullapur Dist: & Regn. Dist: Ranga Reddy Now Medchal-Malkajgiri, having purchased the same from Sri. D. PAPI REDDY & OTHERS, Vide Registered Sale Deed bearing Document No. 12545/2007 Book-I, Dt 19-07-2007, Registered at S.R.O Medchal.

AND WHEREAS the VENDOR is also absolute owner and peaceful possessor of All that the part and parcel of Open Land admeasuring Ac- 0.21 equivalent to 2541 Sq. yds, or 2124.27 Sq.Mtrs., in Sy No. 206/Part, Situated at Gajularamaram Village, Under GHMC Circle, Mandal & Regn, Sub-Dist: Quthbullapur Dist: & Regn. Dist: Ranga Reddy Now Medchal-Malkajgiri, having purchased the same from Sri. D. VENKATA RANGA REDDY & OTHERS, Vide Registered Sale Deed bearing Document No. 13352/2008 Book-I, Dt 20-10-2008, Registered at S.R.O Quthbullapur And Whereas on Physical verification the area found to be an extent of 1590 Sq.Yrds Only. And ever since the date of purchase VENDOR herein is in peaceful Possession and enjoyment of the said property. And It is VENDOR's self-acquired property.

WHEREAS the Owner herein is the absolute owner and peaceful possessor of the Open Land admeasuring Ac. 0-06 Gts., equivalent to 726.0 sq yards., or 606.93 Sq. mtrs., in Sy. No. 208 Situated at Gajularamaram Village, Under GHMC Circle & Mandal Quthbullapur, Regd. Sub-Dist: Quthbullapur Dist: & Regn. Dist: Ranga Reddy Now Medchal-Malkajgiri, Telangana, having purchased the same from Sri. DUNUMULLA RAVINDER REDDY S/o Late. LAXMINARAYAN REDDY, through a Registered Sale Deed Dated: 08-01-2008, Vide Document No. 394/2008 Book-I, Registered in the office of the Sub-Registrar, QUTHBULLAPUR.

Whereas the party of the First part herein at present and in title earlier have been in continuous possession and enjoyment of said property as absolute owner and he decided to develop the land admeasuring 726.0 sq yard., or 606.93 sq, meters., which is more fully described in the schedule and hereinafter referred to as schedule property.

AND WHEREAS VENDORS/PROMOTER/DEVELOPER proposed to construct Multi storied building complex over the above schedule and assures and undertakes as follows:

- A. The Said Land is earmarked for the purpose of building a [residential] project, development of lands, construction of multi storied buildings, Apartments, etc., and the said project shall be known as

" Swathi's Skyline "

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- B. The **VENDOR/PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **VENDOR/PROMOTER** has handed over copies of all the documents with respect to the Project to the **ALLOTTEE** herein who has got verified the documents with his legal counsel and satisfied himself/ herself/itself about the title of **VENDOR/PROMOTER** and comp tenancy / authority of **VENDOR/PROMOTER** to develop the property and agreed to enter this agreement.
- C. The GREATER HYDERABAD MUNICIPAL CORPORATION TOWN PLANING SECTION, vide its building permit No. 1/C26/04174/2021 and file No. 1/C26/06209/2020 dated 16/March/2021 for construction of residential building complex consisting of Proposed Building (Block A) - 1 Cellar + Stilt + 5 upper floors, (Block B) - 1 Stilt + 5 Upper Floors and (Amenities Block) 1 Ground Floor + 4 Upper Floors - over the property.
- d. The **VENDOR/PROMOTER** has obtained the sanctioned building plan, specifications and approvals for the Project and also for the apartment building, as the case may be, from GHMC. The **VENDOR/PROMOTER** agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act, other laws as applicable and as agreed under this Agreement;
- e. The **VENDOR/PROMOTER** have registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad as and when it is constituted and got the registration of project under Section 3 of the Act and operationalizes the web based online system for submitting application under Section 4 (3) of the Act.
- f. The **ALLOTTEE** having verified the title of the **VENDOR/PROMOTER** and satisfied himself/herself/themselves/itself about their right and ownership and the authority of **VENDOR/PROMOTER** to develop the property, has/have applied for an apartment in the Project vide application no.(under Process)dated (under Process) and has been allotted Flat no._____ having built up area of _____ square feet, totally having a saleable area of _____ sq. feet type _____ on _____ floor in [tower/block/building] no._____ ("Building") along with parking admeasuring _____ square feet, the location of the garage/ covered parking shall be provided by the VENDOR/ PROMOTER to the allottee vide a Supplementary Agreement, 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 B and the floor plan of the apartment is annexed hereto and marked as Schedule C);
- g. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- h. 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;
- i. 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;
- j. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **VENDOR/PROMOTER** hereby agrees to sell and the **ALLOTTEE** hereby agrees to purchase the [Schedule B property] and the parking space 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:

Subject to the terms and conditions as detailed in this Agreement, the **VENDOR/PROMOTER** agrees to sell to the **ALLOTTEE** and the **ALLOTTEE** hereby agrees to purchase the flat No. _____ in _____ Block, _____ floor, _____ type, having built up area of _____ square feet ., and common area of _____ square feet ., totally having a saleable area of _____ square feet in the complex known as "_____" along with parking admeasuring _____ square feet constructed _____ (More fully described schedule "B" hereunder and hereinafter called the '**SCHEDULE B PROPERTY**'))

- 1.1 The Total Price for the [Apartment/Plot] based on the Saleable area is Rs. _____ (Rupees _____ only ("Total Price"))

Block/Building/Tower no. ____	Rate of Apartment per square feet*
Type _____	
Floor _____	
Total price (in rupees)	_____

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P. Bosh

Managing Partner

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	_____

Explanation:

- (i) The Total Price above includes the booking amount paid by the **ALLOTTEE** to the **VENDOR/PROMOTER** towards the [Apartment];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by **VENDOR/PROMOTER** 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 **VENDOR/PROMOTER**, by whatever name called) up to the date of handing over the possession of the apartment to the **ALLOTTEE** and the project to the Association of **ALLOTTEES** or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the **ALLOTTEE** to the **VENDOR/PROMOTER** shall be increased/reduced based on such change/modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the **ALLOTTEE** provided that Stamp duty, Registration fee, mutation charges shall be paid by the **ALLOTTEE** as per actual over and above the total price.
- (iii) The **VENDOR/PROMOTER** shall periodically intimate in writing to the **ALLOTTEE**, the amount payable as stated in (i) and (ii) above and the **ALLOTTEE** shall make payment demanded by the **VENDOR/PROMOTER** within the time and in the manner specified therein. In addition, the **VENDOR/ PROMOTER** shall provide to the **ALLOTTEE** the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] 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

for SWATH CONSTRUCTIONS & DEVELOPMENT
Madan Mohan Parashar
P. Baskar

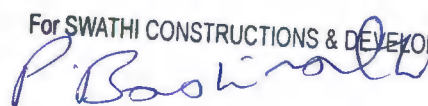
plumbing, finishing with paint, granite, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Apartment/Plot] and the Project.

- v) The ALLOTTEE hereby agrees to become a member of the Society or Association and the ALLOTTEE Agrees to contribute not more than as ___/- per sft for corpus fund to for maintenance charges for Association for period of 2 Years and which can be extendable.

1.3 The Total Price is escalation-free, however in case the **ALLOTTEE** agrees to pay the escalation charges is 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 **VENDOR/PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTTEE** for increase in development charges, cost/charges imposed by the competent authorities, the **VENDOR/PROMOTER** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser.

1.4 The **ALLOTTEE/S** shall make the payment as per the payment plan as set out hereunder and shall be as per Schedule "D" Plan.

1.5 It is agreed that the **VENDOR/PROMOTER** shall not make any additions and alterations without obtaining revised sanction from the GHMC any other concerned authority and in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' in respect of the flat as the case may be, without the previous written consent of the **ALLOTTEE** as per the provisions of the Act. Provided that the **VENDOR/PROMOTER** may make such minor additions/ deductions or alterations as may be required by the **ALLOTTEE**, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed without any deduction in the sales receivables to the **VENDOR/PROMOTER** by the **ALLOTTEE**. The **VENDOR/PROMOTER** shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Purchasers shall take the

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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 **VENDOR/PROMOTER/** for which the **VENDOR/ PROMOTER** shall not be liable after handing over.

- 1.5.1 The **VENDOR/PROMOTER** shall confirm to the final built up area and saleable area that has been allotted to the **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 built up area or the Saleable Area. The total price payable for the built up or saleable area shall be recalculated upon confirmation by the **VENDOR/PROMOTER/ DEVELOPER**. If there is reduction in the built up area or the Saleable Area then the **VENDOR/PROMOTER** shall refund the excess money paid by **ALLOTTEE** 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**. If there is any increase in the built up area or the Saleable Area, which is not more than three percent of the built up area of the apartment, allotted to **ALLOTTEE**, the **VENDOR** may demand that from the **ALLOTTEE** as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.6 Subject to para 9.3 the **ALLOTTEE** agrees and acknowledges, the **ALLOTTEE** shall have the right to the Apartment/flat Schedule B Property as mentioned below subject the **ALLOTTEE** making the payments as per schedule and on payment of total sale consideration.

- (i) The **ALLOTTEE** shall have exclusive ownership of the schedule flat.
- (ii) The **ALLOTTEE** shall also have undivided proportionate share in the Common Areas. Since the share of **ALLOTTEE** in the Common Areas is undivided and cannot be divided or separated, the **ALLOTTEE** shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the **VENDOR/PROMOTER** shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the flat includes recovery of price of land, construction of [not only the flat 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, granite, tiles, doors, windows, fire

for SWATHI CONSTRUCTIONS & DEVELOPERS

P. Basu

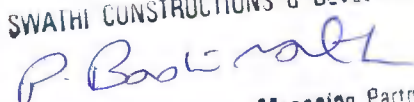
detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Flat];

- (iv) The **ALLOTTEE** has the right to visit the project site on prior intimation to the **VENDOR/PROMOTER** to assess the extent of development of the project and their flat as the case may be.

1.7 It is made clear by the **VENDOR/PROMOTER** and the **ALLOTTEE** agrees that the Apartment Schedule B Property along with parking space 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

1.8 The **VENDOR/PROMOTER** agrees to pay all outgoings before transferring the physical possession of the apartment to the **ALLOTTEES**, which it has collected from the **ALLOTTEES**, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the **VENDOR/ PROMOTER** fails to pay all or any of the outgoings collected by it from the **ALLOTTEES** or any liability, mortgage loan and interest thereon before transferring the apartment to the **ALLOTTEES**, the **VENDOR/PROMOTER** agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

1.9 The **ALLOTTEE** has paid 10 % of the total sale price being a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the flat at the time of entering this Agreement, the receipt of which the **VENDOR/PROMOTER** hereby acknowledges and the **ALLOTTEE** hereby agrees to pay the remaining price of the flat as prescribed in the Payment Plan [Schedule D] as may be demanded by the **VENDOR/PROMOTER** within the time and in the manner specified therein:

for SWATHI CONSTRUCTIONS & DEVELOPERS

 Managing Partner

Provided that if the **ALLOTTEE** delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate 24% prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the **VENDOR/PROMOTER** abiding by the construction milestones, the **ALLOTTEE** shall make all payments, on specified dates mentioned above [Schedule D] through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of '_____ Bank' payable at _____.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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

For **SWATHI CONSTRUCTIONS & DEVELOPERS**

Managing Partner

P. Borkar

- 4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The **ALLOTTEE** authorizes the **VENDOR/PROMOTER** to adjust/ appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the **ALLOTTEE** against the [Flat], if any, in his/her name and the **ALLOTTEE** undertakes not to object/demand/direct the **VENDOR/ PROMOTER** to adjust his payments in any manner.
- 5 **TIME IS ESSENCE:** The **VENDOR/PROMOTER** shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Flat] to the **ALLOTTEE** and the common areas to the association of Purchasers or the competent authority, as the case may be subject to the purchasers make the payments as per the schedule mentioned above.
- 6 **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The **ALLOTTEE** has seen the sanction plan, specifications, amenities and facilities of the Schedule B Property 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 **VENDOR/PROMOTER**. The **VENDOR/ PROMOTER** shall develop the Project in accordance with the said sanction plan or the modified plan, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the **VENDOR/ PROMOTER** 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 GHMC 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 as agreed under this Agreement, and breach of this term by the **VENDOR/PROMOTER** shall constitute a material breach of the Agreement.
- 7 **POSSESSION OF THE APARTMENT/PLOT:**
- 7.1 **Schedule for possession of the said [Flat]** - The **VENDOR/PROMOTER** agrees and understands that timely delivery of possession of the Schedule B property to the **ALLOTTEE** and the common areas to the Association of **ALLOTTEE** or the competent authority, as the case may be, is the essence of the Agreement. The **VENDOR/PROMOTER** assures to hand over possession of the Schedule B Property along with ready and complete common areas with all specifications, amenities and facilities of the project 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 **VENDOR/ PROMOTER** shall be entitled to the extension of time for delivery of possession of the Schedule B Property, 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 **VENDOR/PROMOTER** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the **VENDOR/PROMOTER** shall refund to the **ALLOTTEE** the entire amount received by the **VENDOR/PROMOTER** from the allotment within 90 days from that date. The **VENDOR/PROMOTER** shall intimate the **ALLOTTEE** about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the **ALLOTTEE** agrees that he/ she shall not have any rights, claims etc. against the **VENDOR/PROMOTER** and that the **VENDOR/ PROMOTER** shall be released and discharged from all its obligations and liabilities under this Agreement. The date of handover shall be considered as Two Years with Six months grace period from the date of this agreement until the project is registered with RERA. Post registration of project with RERA, the date of handover shall be as per RERA guidelines.

7.2 Procedure for taking possession - The **VENDOR/PROMOTER** upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Schedule B Property 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 **ALLOTTEE** fails to take delivery within the time specified in the notice, he shall be liable for payment of all on-goings including maintenance charges from the date of notice. The **VENDOR/PROMOTER** agrees and undertakes to indemnify the **ALLOTTEE** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **VENDOR/ PROMOTER**. The **VENDOR/PROMOTER** shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the **ALLOTTEE** or any authority or third party on whom the **VENDOR/ PROMOTER** has no control. The **ALLOTTEE**, after taking possession, agree(s) to pay the maintenance charges as determined by the **VENDOR/ PROMOTER /** association of **ALLOTTEES**. The **VENDOR/ PROMOTER** shall hand over the occupancy certificate of the flat, as the case may be, to the **ALLOTTEE** at the time of conveyance of the same.

7.3 Failure of ALLOTTEE to take Possession of Apartment/Schedule B Property Schedule B Property - Upon receiving a written intimation from the **VENDOR/PROMOTER** as per Para 7.2, the **ALLOTTEE** shall take possession of the Flat from the **VENDOR/PROMOTER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **VENDOR/PROMOTER** shall give possession of the flat to the Purchaser. In case the **ALLOTTEE** fails to take possession within the time provided in para 7.2, such **ALLOTTEE** shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the ALLOTTEE - After obtaining the occupancy certificate and handing over physical possession of the flat to the **ALLOTTEE**, it shall be the responsibility of the **VENDOR/PROMOTER** to hand over the

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necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the **VENDOR/PROMOTER** shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

- 7.5 **Cancellation by ALLOTTEE** – The **ALLOTTEE** shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the **ALLOTTEE** proposes to cancel/withdraw from the project without any fault of the **VENDOR/PROMOTER**, the **VENDOR/PROMOTER** herein is entitled to forfeit the booking amount of 10 % paid for the allotment. The balance amount of money paid by the **ALLOTTEE** shall be returned by the **VENDOR/PROMOTER** to the **ALLOTTEE** within three months of such cancellation or at the time that the **VENDOR/PROMOTER** is able to resell the said Schedule B Property to another purchaser, whichever is later.

- 7.6 **Compensation** – The **VENDOR/PROMOTER** shall compensate the **ALLOTTEE** in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the **VENDOR/PROMOTER** fails to complete or is unable to give possession of the Schedule B Property, Schedule B Property (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 **VENDOR/PROMOTER** on account of suspension or revocation of the registration under the Act; or for any other reason; the **VENDOR/PROMOTER** shall be liable, on demand to the **ALLOTTEE**, in case the **ALLOTTEE** wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the flat with interest at the rate as prescribed under the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the **ALLOTTEE** does not intend to withdraw from the Project, the **VENDOR/PROMOTER** shall pay the **ALLOTTEE** interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule B Property, which shall be paid by the **VENDOR/PROMOTER** to the **ALLOTTEE** within ninety days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER/

1. The **VENDOR/PROMOTER** hereby represents and warrants to the **ALLOTTEE** as follows:

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- (i) The **VENDOR** have absolute, clear and marketable title with respect to the said Land and the **VENDOR/PROMOTER** has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The **VENDOR/PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The **VENDOR/PROMOTER** confirms that there are no encumbrance 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 Schedule B Property are valid and subsisting and have been obtained by following due process of law. Further, the **VENDOR/PROMOTER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Schedule B Property and common areas;
- (vi) The **VENDOR/PROMOTER** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **ALLOTTEE** created herein, may prejudicially be affected;
- (vii) The **VENDOR/PROMOTER** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Schedule B Property which will, in any manner, affect the rights of **ALLOTTEE** under this Agreement;
- (viii) The **VENDOR/PROMOTER** confirms that it is not restricted in any manner whatsoever from selling the said Schedule B Property to the **ALLOTTEE** in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the **VENDOR/PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the Schedule B Property to the **ALLOTTEE** and the common areas to the Association of **ALLOTTEES** or the competent authority, as the case may be;
- (x) The **VENDOR/PROMOTER** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

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penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the **ALLOTTEE** and the association of Purchasers 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 **VENDOR/PROMOTER** in respect of the said Land and/or the Project except those disclosed in the title report.
2. The **ALLOTTEE/s** with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the **VENDOR/PROMOTER** as follows :-
- (i) To maintain the Apartment at the **ALLOTTEE** own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the **ALLOTTEE** in this behalf, the **ALLOTTEE** shall be liable for the consequences of the breach.
 - (iii) To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the **VENDOR/PROMOTER** to the **ALLOTTEE** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority

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or other public authority. In the event of the **ALLOTTEE** committing any act in contravention of the above provision, the **ALLOTTEE** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside color 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 tenable 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 Pardi or other structural members in the Apartment without the prior written permission of the **VENDOR/PROMOTER** 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 **VENDOR/PROMOTER** within fifteen days of demand by the **VENDOR/PROMOTER**, 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 **ALLOTTEE** for any purposes other than for purpose for which it is sold.
- (ix) The **ALLOTTEE** shall observe and perform all the rules and regulations which the 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

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said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **ALLOTTEE** shall also observe and perform all the stipulations and conditions laid down by the 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 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 is situated is executed in favor of Society/Association and till all the total built-up area/units are sold off, the **ALLOTTEE** shall permit the **VENDOR/PROMOTER** 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 **VENDOR/PROMOTER** shall be considered under a condition of Default, in the following events:

- (i) **VENDOR/PROMOTER** fails to provide ready to move in possession of the flat to the **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 as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the **VENDOR/PROMOTER** 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 there under.

9.2 In case of Default by **VENDOR/PROMOTER** under the conditions listed above, **ALLOTTEE** is entitled to the following:

- (i) Stop making further payments to **VENDOR/PROMOTER** as demanded by the **VENDOR/PROMOTER**. If the **ALLOTTEE** stops making payments, the **VENDOR/PROMOTER** shall correct the situation by completing the construction milestones and only thereafter the **ALLOTTEE** be required to make the next payment without any interest; or

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Managing Partner

- (ii) The **ALLOTTEE** shall have the option of terminating the Agreement in which case the **VENDOR/PROMOTER** shall be liable to refund the entire money paid by the **ALLOTTEE** under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice: Provided that where an **ALLOTTEE** does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the **VENDOR/PROMOTER/ DEVELOPER**, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the **VENDOR/PROMOTER** to the **ALLOTTEE** within ninety days of it becoming due.

9.2.1 The **ALLOTTEE** shall be considered under a condition of Default, on the occurrence of the following events:

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

10 CONVEYANCE OF THE SAID APARTMENT:

The **VENDOR/PROMOTER**, on receipt of Total Price of the flat as per para 1.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser. However, in case the **ALLOTTEE** fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the vendor shall hold the registration

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till the payment of stamp duty and registration charges to the **VENDOR/PROMOTER** is made by the Purchaser.

11 **MAINTENANCE OF THE SAID BUILDING / APARTMENT:**

1. The **VENDOR/PROMOTER** shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of **ALLOTES** and the cost of maintenance shall be borne by the **VENDOR/PROMOTER** and the Purchasers, proportionate to their flat in their respective occupation. The facilities like service connections, water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the **VENDOR/PROMOTER** and the Association till the entire project is completed. The services shall be subject to user charges as may be fixed by the Management or as the case may be the service provider, from time to time.
2. All other infrastructural facilities, including the equipment like lift, 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, the **VENDOR/PROMOTER** shall be the occupant in respect of apartment.

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 (excluding the under mentioned in clause no.2) of the **VENDOR/PROMOTER** as per the agreement for sale relating to such development is brought to the notice of the **VENDOR/ PROMOTER** within a period of 5 (five) years by the **ALLOTTEE** from the date of handing over possession, it shall be the duty of the **VENDOR/ PROMOTER** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **VENDOR/PROMOTER** failure to rectify such defects within such time, the aggrieved Purchasers 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 (passenger/goods lifts, generator, motors, STP, transformers, gym equipment, windows, R.O plant etc.) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The **VENDOR/PROMOTER** shall transfer manufacturer's guarantees/

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warranties to the **ALLOTTEE** or association of Purchasers as the case may be.

b. Fittings related to plumbing, sanitary, electrical switches, public bath fitting, door hardware, etc. having natural wear and tear.

c. Allowable structural and other deformations including expansion quotient (Tiles, Granite, Railing, Wood doors and Kitchen sink).

d. The terms of work like painting etc. which are subject to wear and tear.

3. The Purchasers 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 or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the **VENDOR/PROMOTER/DEVELOPER** shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the **ALLOTTEE** or the association of the Purchasers as the case may be.

13 RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The **VENDOR/PROMOTER** maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the **ALLOTTEE** agrees to permit the association of Purchasers and/or maintenance agency to enter into the Schedule B Property 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 project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The **ALLOTTEE** shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the **ALLOTTEE** shall, after taking possession, be solely responsible to maintain the Schedule B Property at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule B Property 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

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additions to the Schedule B Property and keep the Schedule B Property, 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** 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 shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the **ALLOTTEE** shall not store any hazardous or combustible goods in the Schedule B Property or place any heavy material in the common passages or staircase of the Building. The **ALLOTTEE** shall also not remove any wall, including the outer and load bearing wall of the Schedule B Property.

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

16 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17 **ADDITIONAL CONSTRUCTIONS:** The **VENDOR/PROMOTER** undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act, except as already informed to the **ALLOTTEE** and set out in this agreement.

18 MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the **ALLOTTEE** hereby authorizes and permits the **VENDOR/PROMOTER** to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage/securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of

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execution of Sale Deed in favor of the Purchaser(s) **or shall seek No Objection from financial institutions** before execution of conveyance Deed in respect the Schedule B Property **in favor of the Allottee**. The **ALLOTTEE** shall be informed about the same at the time of agreement.

19 FORMATION OF ASSOCIATION OF PURCHASERS AND CONSENT OF PURCHASERS):

The **VENDOR/PROMOTER** shall take the following steps to enable formation of an Association of Purchasers under section 11(4)(e) of the Act:-

- a) With respect to a real estate project, the **VENDOR/PROMOTER** shall submit an application to the Registrar for registration of the Association of **ALLOTTEES** as a society under the Telangana/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 in such a project have taken possession and the **VENDOR/PROMOTER** has received the full consideration from such Purchasers. All the Purchasers on payment of full consideration shall become members of such Association of Purchasers formed by the **VENDOR/PROMOTER**. However, the **ALLOTTEE** shall cooperate to the vendor and sign necessary applications, petitions, for forming an association.
- b) The association will have to be formed as per the above clause, however the decision with regard to continuation of maintenance by **VENDOR/PROMOTER**, will at that point of time vest with the Association. If the **VENDOR/PROMOTER** fails to form the Association of **ALLOTTEES**, the Authority shall by an order direct the **VENDOR/PROMOTER** to apply for formation of such Association or may authorize the **ALLOTTEES** to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Purchasers under Section 17, the **VENDOR/PROMOTER** shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any 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 **VENDOR/PROMOTER** without any restriction or entry of the building and development of common areas.

20 BINDING EFFECT: Forwarding this Agreement to the **ALLOTTEE** by the **VENDOR/PROMOTER** does not create a binding obligation on the part of the **VENDOR/PROMOTER** or the **ALLOTTEE** until, firstly, the **ALLOTTEE** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the **ALLOTTEE** and secondly, appears for

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registration of the same before the concerned Sub-Registrar _____ as and when intimated by the **VENDOR/PROMOTER**. If the **ALLOTTEE/S** fails to execute and deliver to the **VENDOR/PROMOTER** this Agreement within 30 (thirty) days from the date of its receipt by the **ALLOTTEE** and/or appear before the Sub-Registrar for its registration as and when intimated by the **VENDOR/PROMOTER**, then the application of the **ALLOTTEE** shall be treated as cancelled and all sums deposited by the **ALLOTTEE** in connection therewith including the booking amount shall be returned to the **ALLOTTEE** as per the Act 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 Schedule B Property, as the case may be.

22 **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

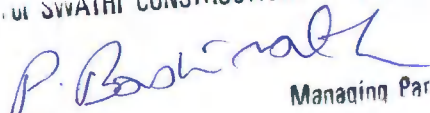
23 **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Schedule B Property and the Project shall equally be applicable to and enforceable against and by any subsequent **ALLOTTEES** of the Schedule B Property, in case of a transfer, as the said obligations go along with the Schedule B Property for all intents and purposes.

24 **WAIVER NOT A LIMITATION TO ENFORCE:**

24.1 The **VENDOR/PROMOTER** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **ALLOTTEE** in not making payments as per the Payment Plan [Schedule D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **ALLOTTEE** that exercise of discretion by the **VENDOR/ PROMOTER** in the case of one **ALLOTTEE** shall not be construed to be a precedent and /or binding on the **VENDOR/PROMOTER** to exercise such discretion in the case of other Purchasers.

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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably

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inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.]

26 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED

TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the **ALLOTTEE** has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion with the built up area, balcony area, verandah area, common areas and parking area of the Schedule B Property bears to the total built up area of all the Schedule B Property 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 **VENDOR/PROMOTER** through its authorized signatory at the **VENDOR/ PROMOTER** Office, or at some other place, which may be mutually agreed between the **VENDOR/PROMOTER** and the **ALLOTTEE**, in Hyderabad, after the Agreement is duly executed by the **ALLOTTEE** and the **VENDOR/PROMOTER** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar _____ at Ranga Reddy. Hence this Agreement shall be deemed to have been executed at Hyderabad.

29 NOTICES: That all notices to be served on the **ALLOTTEE** and the **VENDOR/PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE** or the **VENDOR/PROMOTER** by Registered Post at their respective addresses specified below:

____ Name of **ALLOTTEE**
 _____ (**ALLOTTEE** Address)
 M/s _____ **VENDOR/PROMOTER** name
 _____ (**VENDOR/PROMOTER** Address)

It shall be the duty of the **ALLOTTEE** and the **VENDOR/PROMOTER** to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the **VENDOR/PROMOTER** or the Purchaser, as the case may be.

for **SWATHI CONSTRUCTIONS & DEVELOPERS**

Managing Partner

P. Basli mll

30 **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the **ALLOTTEE**, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the **ALLOTTEE** under the Agreement for Sale or under the Act or the rules or the regulations made there under.

31 **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 there under including other applicable laws of India for the time being in force.

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

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale at _____ in the presence of attesting witness, signing as such on the day first above written. **SIGNED AND DELIVERED BY THE WITHIN NAMED:**

ALLOTTEE:

(1) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____
Name _____
Address _____

Please affix
photograph and
sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
VENDOR/PROMOTER:**

(1) Signature (Authorized Signatory) _____
Name _____
Address _____
At _____ on _____ in the presence of:

Please affix
photograph and
sign across the
photograph

WITNESSES:

or **SWATHI CONSTRUCTIONS & DEVELOPERS**

P. Basu
Managing Partner

M/S. SWATHI CONSTRUCTIONS & DEVELOPERS, Registered office at 7-1-616/136, Rahmat Commercial Complex, Hyderabad, Represented by its Managing Partner Sri. **P. BADARINATH S/o Sri. VENKATESHWARLU** aged about 52 years, Occupation: Business, R/o: 7-1-636/5, Plot No 5, 3rd Floor, Model Colony, Erragadda, Near ESI Hospital, Sanathnagar, Hyderabad, Telangana – 500018.

Name _____

Address _____

1. Signature _____

Name _____

Address _____

SCHEDULE "A" PROPERTY

All that the part and parcel of open land total admeasuring 9134.35 sq. yards or 7636.29 sq. meters in survey No. 206/Part, 207/Part & 208/Part situated at Gajularamaram Village, Under GHMC Circle and Mandal: Quthbullapur, Regd. Sub-Dist: Quthbullapur, District and Regn. Dist: MEDCHAL-MALKAJGIRI, Telangana, bounded on:

North : Neighbors Apartments

South: VSR Celarstel Towers

East : Road

West : Neighbors Apartments

SCHEDULE "B" PROPERTY

All that the flat No. _____ in _____ Block, _____ floor, _____ type, having built up area of _____ square feet ., and common area of _____ square feet, totally having a saleable area of _____ square feet in the complex known as "_____" along with parking admeasuring _____ square feet constructed on plot bearing Nos. _____ total admeasuring _____ and bounded by :

North:

South:

East:

West:

(The **VENDOR** will transfer the pro rate share of _____ Sq. feet of right to use of the common areas of the building and _____ Sq. feet of undivided right, share, title, interest and ownership in the Schedule "A" Property, in favor of the **ALLOTTEE** or the Association of the **ALLOTTEE/S**, in accordance with Section 17 of the Act or as may be permitted by law.) Square feet

13/05/2015 15:40:06

For SWATHI CONSTRUCTIONS & DEVELOPERS

P. Badar Nath

Managing Partner

VENDOR/PROMOTER
SCHEDULE "C" - FLOOR PLAN

SCHEDULE "D" - PAYMENT PLAN

Payment Schedule		
STAGE	DESCRIPTION	Percentage of Sales Consideration Payable
1	On Booking / Agreement	%
2	On Completion of Foundation of the Tower	%
3	On Completion of Ground floor slab of the Tower	%
4	On Completion of 3th floor slab of the Tower	%
5	On Completion of 7th floor slab of the Tower	%
6	On Completion of Terrace floor of the Tower	%
7	On Completion of Block Work of the Tower	%
8	On Completion of Flooring of the Tower	%
9	At the Time of Hand Over	%
	Total	100%

Amenities & Other Charges		
S.No	Type of Charges/ Premium/ Deposit	Amount (Rs.)
1	East Facing Premium	Rs.0 per sft
2	Floor Rise Premium	Rs.0 per sft (6th Floor Onwards)
3	Infrastructure Charges	Rs.0 per sft
4	Car Parking Basement - Stilt	Rs. lac
5	Car Parking Basement - B1	Rs. lac
6	Car Parking Basement - Stilt -B2B	Rs. lac
7	Car Parking Basement - B1 - B2B	Rs. lac
8	Club Charges	Rs. Lac
9	Legal & Documentation Charges	Rs. 00
10	Maintenance Charges	-
11	Corpus Fund	-
12	Stamp Duty, Registration Charges, GST & etc.,	At actual

SCHEDULE "E" - SPECIFICATIONS

Managing Partner
