

[Rule 38]
Agreement of Sale

This Agreement for Sale ("Agreement") executed on this the ____ day of ____ 2021.

By and Between:

M/s. VERTEX HOMES PVT LTD., (PAN No. AABCV2364G)., a Company incorporated under the provisions of the Companies Act, 1956, having its registered office at Plot No. 8 & 9, Survey Nos. 66 & 67, Vertex Corporate, Jubilee Enclave, Opp. Hitex Entrance, Madhapur, Hyderabad, Telangana – 500 081, represented by its Managing Director **Sri V.V.R. VARMA**, S/o Late V. Narasimha Raju, aged 57 years, Occ: Business, R/o Plot No. 417, Road No. 18, Jubilee Hills, Hyderabad, Telangana – 500 033. PAN NO: AAIPV1141K, AADHAR NO: 605541099219. and **Sri C.G. MURALI MOHAN**, S/o Late Shankaraiah, aged about 52 years, Occu: Business, R/o Plot No.270-M, Road No.10, Jubilee Hills, Hyderabad – 500 033 PAN NO: ABVPC7949N, AADHAR NO: 328570049108.

(hereinafter referred to as the "Promoter" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) as party of the FIRST PART)

For VERTEX HOMES PVT LTD



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AND

Sri -----, (Aadhar No. -----) S/o. ----- aged about ----- years, R/o. ----
----- (PAN: -----),

hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter and the Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

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

WHEREAS:

- A. The Vendors/Landowners are the absolute owner of land to an extent of Ac. 37-21 gts in Sy.Nos. 38/PART, 39, 40, 41/PART, 42/PART, 51/PART, 83/PART, 97/PART, 103/PART, 104, 105, 109, 110, 111, 112, 113, 114, 115/PART, 116, 117/PART, 118, 134/PART, 135/PART, 136, 137, 142, 143, 144, 145/PART, 146/PART, 147/PART, 148, 149, 150, 151, 152, 153, 154, 155/PART, 156, 159, 160, 162, 163, 164, 166, 167, 168, 192, 193 & 194 situated at Nallagandla Village, Serilingampally Mandal, having acquired the same under respective registered sale deeds and the said documents were registered at Sub Registrar of Assurances, concerned.

The details of ownership for the Schedule Property are as under: -

S. No.	Name	Details of Property	Registered DAGPA
1	P.Dheeraj	181.5 Sq. yards	3206/2012
2	Kamsemma	6413 Sq. Yards	3207/2012
3	P.Anjamma	2299 Sq Yds	3394/2012
4	S.G.Prasunambha & 3 others	1271 Sq. Yards	3410/2012
5	M.Rajamma & 3 others	1936 Sq.Yds	4425/2012
6	V.Jagadeeshwar	17424 Sq. yards	7282/2012
7	S.Suresh	2087 Sq Yds	635/2013
8	B.RamReddy & 3 Others	2420 Sq.Yds	801/2013

For VERTEX HOMES PVT LTD


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9	Puram Kondal Reddy & 3 Others	11374 Sq.Yds	847/2013
10	M.Anupama	1755 Sq.Yds	889/2013
11	P.Indra Prakash	1755 Sq.Yds	900/2013
12	K.Yadhaiah & another	787 Sq.Yds	1455/2013
13	P.Ramachender @ Mangali Rama chander & 3 Others	2783 Sq.Yds	1568/2013
14	Dr.Ch.Krishnam Raju & Another	1331 Sq.Yds	2281/2013
15	P.Manik Reddy & Other	3751 Sq.Yds	2590/2013
16	Puram.Lakshamma & Others	968 Sq.Yds	2591/2013
17	B.Saraha & Others	968 Sq.Yds	2592/2013
18	Puram.Manik Reddy & Other	1573 Sq.Yds	2593/2013
19	Anand Manthena	5566 Sq.Yds	2594/2013
20	Anand Manthena	605 Sq.Yds	
21	Anand Manthena	847 Sq.Yds	2596/2013
22	M.A.Srinivas raju	7623 Sq.Yds	2598/2013
23	Ashok Srinivas Raju Mantena	2178 Sq.Yds	2599/2013
24	Y.Hymavathi,	1815 Sq.Yds	2600/2013
25	M.Krishnam raju & another	1210 Sq.Yds	2601/2013
26	Ravi.Saggurthi	3025 Sq.Yds	2602/2013
27	K.shiva Kumar	1119 Sq.Yds	2603/2013
28	K.Laxman Kumar	968 Sq.Yds	3024/2013
29	Kesara.Charitha & Dr.Vennapusa Amar	1452 Sq.Yds	3027/2013
30	M/s.Sai Teja Developers	20903 Sq.Yds	5187/2013
31	M/s.Sai Teja Developers	484 Sq.Yds	5188/2013
32	Golla.Vijaya lakshmi	1210 Sq.Yds	1485/2013
33	Golla.Vijaya Lakshmi & 6 others	1028 Sq.Yds	5276/2013
34	K.Swetha	182 Sq.Yds	3004/2014
35	N.Ekantham & another	2057 Sq.Yds	9029/2014
36	Y.Pradeep	1129 Sq.yds	15843/2015
37	K.Srinivas Chary	1089 Sq.Yds	2572/2016
38	BhagyaLakshmi Mallikarjun	7744 Sq.Yds	6040/2016
39	BhagyaLakshmi Mallikarjun	10164 Sq.Yds	6041/2016
40	M.Prabhu Prasad	1180 Sq.Yds	9291/2016
41	K.Rama Sharina	121 Sq.Yds	8311/2016
42	M.Devender Rao & Others	605 Sq.Yds	8312/2016
43	Ragam Chandra Shekar Yadav & another	847 Sq.Yds	8313/2016
44	Ragam Chandra Shekar Yadav & another	363 Sq.Yds	8314/2016
45	V. Sreekantha Reddy & R. Vani,	847 Sq.Yds	8644/2016
46	M/s. A.S.J.Properties	3267 Sq.Yds	2346/2017
47	Tellapuram Raju & 3 others	2239 Sq.Yds	3885/2017
48	Tumalakunta Alimelu	1693 Sq.Yds	4768/2017
49	Yadda Reddy Katta	1452 Sq.Yds	4954/2017
50	Vanamareddy Appi Reddy	544.5 Sq.Yds	4957/2017
51	Madipalli Venkata RamaKrishna Rao	1331 Sq.Yds	4955/2017
52	Yerraguntla Hymavathi	605 Sq.Yds	4960/2017
53	M/s. Hyderabad Power Installation Pvt Ltd.,	968 Sq.Yds	5920/2017
54	Ponnala Srilatha	1089 Sq.Yds	5921/2017
55	Geetha Gayathri	1815 Sq.Yds	6159/2017
56	Satyagowni Srinivas Goud & another	2478 Sq.Yds	7417/2017
57	Yarlagadda Shantha Kumari	1452 Sq.Yds	7418/2017

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58	Vegetna Naga Ranga Raju	726 Sq.yds	7419/2017
59	G Madhav Prasad	2904 Sq.Yds	3721/2018
60	Vegetna Raghu Rama Raju	1452 Sq.Yds	3926/2018
61	Namala Ashok and Another	605 Sq.Yds	4333/2018
62	P Narasimha & P Mallesh	3509 Sq.yds	7176/2018
63	Mekala Sankara Reddy & 2 Others	1997 Sq.Yds	7284/2018
64	Machirevvula Mohan Reddy	443 Sq.Yds	7408/2018
65	D Sirha Laxmi & Another	1089 Sq.yds	8174/2018
66	D Appireddy & Another	1089 Sq.yds	8175/2018
67	K Venkata Sumanth	1089 Sq.yds	8476/2018
68	Kavali Raj Kumar & 3 Others	1452 Sq.Yds	633/2019
69	Shyam Siva Sunder Kavali	968 Sq.Yds	631/2019
70	Madhukar Reddy Kasarla (smivasreddy)	605 Sq.Yds	1251/2019
71	Jammula Chandra Mohan & Another	363 Sq.Yds	1572/2019
72	B Choudar Reddy	484 Sq.Yds	2029/2019
73	T.Suresh & another	484 Sq.Yds	1035/2021
74	Bompally Manik Reddy & others	1210 Sq.Yds	2093/2019
75	Smt.M.Surekha & 23 others	908 Sq.Yds	7844/2019
76	Smt. Vijayalaxmi & 2 others	92 Sq.Yds	383/2020
77	Garlapati Hari Kishan	484 Sq.Yds	2977/2021
78	P.Prahlad & Ravi Saggurthi	1331 Sq.Yds	
79	P.Prahlad	1270.5 Sq.Yds	
80	K Rama Shram		
	Total	181621 Sq Yds	

More particularly described in Schedule A.

- A. The Owners 1 to 80 have entered into a Registered Development Agreement Cum General Power of Attorney through above-mentioned document numbers with M/s. **VERTEX HOMES PVT LTD** Rep. by its Managing Director, Sri V.V.R. VARMA and Joint Managing Director, Sri C.G. MURALI MOHAN, (PAN No.AABCV2364G) a Company incorporated under the provisions of the Companies Act, 1956 having its administrative office at Forth Floor, Vertex Corporate, Plot No. 8 & 9, Jubilee Enclave, Opp: Hitex Entrance, Madhapur, Ranga Reddy District, Hyderabad-500085 on the file of R O , Office of the District Registrar, Ranga Reddy.
- B. In pursuance to the development agreements the first party had applied for the construction of residential layout and group housing scheme vide file no 1/C20/12940/2020 and the same approved by The Greater Hyderabad Municipal Corporation (GHMC) to construct the residential Project, vide approval dated 19.02.2021, bearing permit no. 1/C20/02691/2021.
- C. Whereas after obtaining permissions, the Vendor/Developer has commenced the construction of the residential layout and group housing scheme under the name and style "VERTEX KINGSTON PARK" comprising of Layout of 250 Villas and construction of each villa Ground + 2 upper floors respectively and Amenities block with Ground + __ Floors on the schedule 'A' land herein

For VERTEX HOMES PVT LTD


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- D. Whereas after execution of the Development Agreements-cum- General Power of Attorney's as referred above, the Vendor Developer obtained Building permit Order from the concerned authority, thereon Supplementary Agreements were entered between the Vendors/Owners and the Vendor-Developer to earmark the respective shares of Developed Residential Villas and as per the said Supplementary Agreements, Plot/Villa bearing No's. _____, admeasuring _____sq.yds and constructed building area _____Sq.ft forming part of approved residential layout and group housing scheme out of total developed space admeasuring 153386.34 Sq meters i.e., Schedule A Property in Sy.No's. 38/PART, 39, 40, 41/PART, 42/PART, 51/PART, 83/PART, 97/PART, 103/PART, 104, 105, 109, 110, 111, 112, 113, 114,115/PART, 116, 117/PART, 118, 134/PART, 135/PART, 136, 137, 142, 143, 144, 145/PART, 146/PART, 147/PART, 148, 149, 150, 151, 152, 153, 154, 155/PART, 156, 159, 160,162, 163, 164, 166, 167, 168, 192, 193 & 194 situated at Nallagandla Village, Serilingampally Mandal has been shared to the share of Vendor-Developer herein along with few other Flats. The Vendor-Developer is having absolute right to convey and transfer the said Flat in favour of any prospective Vendee/s. including the Vendee herein.
- E. The Allottee having been verified the title along with approved plans upon satisfaction had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted Villa no.----- in "VERTEX KINGSTON PARK" residential apartments building which has the following details:

Sl.No.	Unit/ Villa No.	Area in Sq.Yds.	Built-up Area in Sq.ft.

- (i) Total Saleable Area: -----Sq. feet ("Saleable Area"), the details of which are set out in the table above
- (ii) Residential Villa: "VERTEX KINGSTON PARK".

And includes the following:

- (i) Pro-rata share in the common areas in the Project as defined under clause (n) of Section 2 of the Act ("Common Areas") and the plan of the Layout/ Villa is annexed hereto and marked as Schedule B.
- L. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
- M. The Promoter has obtained the final sanctioned plan and other relevant approvals for the Project from GHMC. The Promoter agrees and undertakes that it shall not make any changes to these approved plans without being informed to the Allottee for the Project except in strict compliance with section 14 of the Act and other laws as applicable.

For VERTEX HOMES PVT LTD



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N. The Promoter declares that Schedule-A Property is not assigned land within the meaning of Act, 9 of 1977 and vacant land within the meaning of central Act, 33 of 1976.

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

The Promoters has fully disclosed all facts relating to their right, title and interest in respect of the Scheduled-A Property and this agreement constitutes and represents the entire agreement between the parties and cancels and supersedes all prior arrangements, agreements or understandings, negotiations and discussions, if any; whether oral or writing, between the parties on the subject matter hereof, or in respect of any matters dealt with herein and on such basis, the Purchaser/s has accepted and unconditionally agreed and entered this Agreement of Sale with free will and consent and without any coercion or whatsoever.

P. 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.

Q. 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.

R. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking.

This agreement shall be construed, interpreted and applied in accordance with, and shall be governed by the laws applicable in India. The courts at Hyderabad shall have the sole and exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement.

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. CONSIDERATION FOR THE SALE:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Villa.

1.2 Total Price for the Villa:

1.2.1 The total consideration for the Villa based on the Saleable Area is Rs. -----
---/- (Rupees -----
Only)

For VERTEX HOMES PVT LTD.



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"Total Price, the details of which are given in the table below:

Particulars	Cost in Rs
Basic Selling Price Per Sq. Ft.	--
Premium Charge Per Sq. Ft	
East :	---
Corner:	---
Club House View	--
Garden View	--
Basic Rate of the Flat (BSP and Premium Charges)	--
Infrastructure Development	--
Water purifying system and	--
Municipal Water Connection (If provided):-	--
Total cost of the Villa	--

1.3 Terms and Conditions with respect to the Total Price:

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

1.3.2 The Total Price above excludes Goods and Services Tax (GST), Registration Taxes or any other similar taxes which may be levied by State or Central Government from time to time in connection with the purchase of the apartment and payable by the Allottee.

Provided that, in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification.

Provided further that, if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee if the Allottee is not in default of its obligations under the Agreement, provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Allottee as per actuals over and above the Total Price.

1.3.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated towards the Total Price and taxes as stated above and the Allottee shall make the payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

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1.3.4 The Total Price of the Villa includes recovery of price of land, construction of not only the Villa but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity, water line and plumbing, finishing with paint, tiles, doors, windows, and firefighting equipment (as per law) in the Common Areas, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement within the Project.

1.4 No Escalation of Total Price:

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

1.4.2 The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

2. TERMS AND CONDITIONS WITH RESPECT TO PAYMENT:

2.1 The Allottee (s) shall make the payment as per the payment plan set out in Schedule of Payment herein below and it is expressly agreed by the Allottee that the above-mentioned rate of the Villa is arrived after taking into consideration of the GST input Credit that is likely to accrue for the Project".

2.2 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment schedule through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "M/s. VERTEX HOMES PVT LTD" payable at Hyderabad.

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

2.4 The Promoter may allow, in its sole discretion, a rebate for early payments of instalment payable by the Allottee by discounting such early payments at a reasonable rate to be decided by the Promoter for the period by which the respective instalment 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 Allottee by the Promoter.

For VERTEX HOMES PVT LTD



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- 2.5 The Allottee has paid a sum of Rs _____/- (Rupees _____ Only) as Booking Amount being part payment towards the Total Price of the Villa at the time of application ("Booking Amount"), the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Villa as prescribed in the Payment Schedule as may be demanded by the Promoter within the time and in the manner specified therein.
- 2.6 The Allottee/s unconditionally agrees to sign the disbursement forms of respective banks in advance along with this agreement and handover such papers to the Promoter enabling the Promoter to submit with respective banks for release of payments avoiding delay in releasing the instalment amounts without any hindrance and the Promoter hereby undertakes and confirms to the Allottee/s that the said disbursal form and the Demand Letter from Promoter will be submitted with respective banks.
- 2.7 This Agreement shall be in force notwithstanding the execution of the Sale Deed in respect of the Schedule A Property and shall become void only after payment of all the amounts due under this Agreement and accordingly, the possession will be delivered to the Allottee/s.
- 2.8 The Allottees shall pay the instalments as stipulated above within 15 days from the date of notice issued by the Promoter, failing which it shall carry interest at the rate as prescribed in the Rules from the date of the notice.
- 2.9 The Allottee/s hereby agree/s that any taxes, levies and any other charges levied from time to time by the Government either Central or State or competent authorities or any other statutory bodies and also any incidental expenses / charges payable as on the date of this agreement as applicable and payable from the date of this agreement, until the handing over of the physical possession shall be paid by the Allottee.

3. GENERAL TERMS AND CONDITIONS OF THE SALE

3.1 No Changes to Sanctioned Plans:

- 3.1.1 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications or the Project and the nature of fixtures, fittings and amenities described herein at Schedule C (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is affected) in respect of the Villa, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed.

- 3.1.2 The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in Schedule C to this Agreement, unless it results in structural defect.

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The Purchaser/s shall not be allowed to use any type of own/outside materials other than those mentioned in the Schedule-C that are provided by Promoter. No credits or deductions will be allowed.

- 3.1.3 The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

3.2 Saleable Area:

- 3.2.1 The Promoter shall confirm the final Saleable Area that has been allotted to the Allottee after the construction of the Villa is complete and the Occupancy Certificate is granted by the competent authority, by Furnishing details of the changes, if any, in the Saleable Area.

- 3.2.2 The total price payable for the Saleable Area shall be recalculated upon confirmation by the Promoter, if there is reduction in the Saleable Area, then the 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 and if there is any increase in the Saleable Area which is not more than three percent of the Villa, allotted to Allottee, the Promoter may demand the excess amount from the Allottee as per the next milestone of the Payment Schedule. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.3 of this Agreement.

3.3 Rights of Allottee to the Apartment:

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

- (i) The Allottee shall have exclusive ownership of the Allotted Villa:
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the occupancy or completion certificate from the competent authority.
- (iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Villa by prior written communication to the Promoter. The Promoter will define a time, only during which the Allottee can visit the project. It is advised not to visit the Project site while construction activity is ongoing. The Promoter is not to be held responsible for any accidents that may occur for not adhering to the guidelines issued by the Promoter.

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- 3.3 It is made clear by the Promoter and the Allottee agrees that the Villa shall be treated as a single indivisible unit for all purposes.
- 3.4 The Promoter agrees to pay all outgoings before transferring the physical possession of the Project to the Allottees Association, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, utility charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Villa to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any to the authority or person to whom they are payable and be liable for the cost of any, legal proceedings which may be taken there for by such authority or person.
- 3.5 Corpus Fund: Allottee/s agrees to pay an amount of Rs. _____/- per Villa basis towards Corpus Fund in the name of M/s. VERTEX HOMES PVT LTD. The Promoter shall transfer the 'Corpus Fund' collected by the Promoter from the Allottee, to the Association of Allottees within a period of three months after the handing over of the Villas Project to the Allottee Association, along with interest calculated at the average rate applicable for fixed deposits.

4 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory, amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement,
- 4.2 Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
- 4.3 The Allottee understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.4 The Promoter accepts no responsibility in regard to matters specified in Clauses 4.1 to 4.3 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such

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third party shall not have any right in the application/allotment or the said Villa applied for herein in any way, and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. TIME IS OF ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Villa to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be. The handing over of the common areas, amenities and infrastructure in "VERTEX KINGSTON PARK" shall be undertaken in favour of the Association of Allottees after the completion of project in consultation with the Association of Allottees.

6 CONSTRUCTION OF THE PROJECT AND VILLAS:

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

7 POSSESSION OF THE VILLA:

- 7.1 The Promoter agrees and understands that timely delivery of possession of the Villa 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.
- 7.2 The Promoter shall complete the entire construction of project with all amenities and facilities fully provided as specified in Schedule – C and deliver the premises in a tenable condition within 36 months from the date of Agreement with a grace period of 6 months' time. The completion date mentioned in the agreement of sale is reckoned from the date of execution of the agreement.
- 7.3 Date of Handover:
 - 7.3.1 The Promoter assures to hand over possession of the Villa along with ready and complete Common Areas with all specifications and facilities of the Project in place on or before 11-09-2024, 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").

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7.3.2 If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa, provided that such Force Majeure conditions are of a nature which make it impossible for the contract to be implemented.

7.3.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.4 Procedure for Taking Possession of the Villa by Allottee —

7.3.1 The Promoter (i) upon applying for and upon the completion of the period prescribed for issuing the occupancy certificate under applicable laws; or (ii) after obtaining the Occupancy Certificate from the competent authority, shall offer in writing the possession of the Villa to the Allottee, who has paid all the amounts in terms of this Agreement, to be taken within one month from the date of the offer of possession made by the Promoter.

7.3.2 If the Allottee fails to take delivery within the time specified in the notice referred to in Clause 7.3.1 above, he shall be liable for payment of all ongoing including maintenance charges, water and electricity charges, Corpus Fund etc, from the date of notice.

The Allottee/s grants and agrees that the Promoter and/or Society has the right to enforce the collection of any dues including maintenance etc. by such means of withholding the provision of utilities including water supply and electricity connection for non-payment of dues or taking any other measures to ensure proper and timely payment of dues by the Allottee/s.

7.3.3 The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. However, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party on whom the Promoter has no control.

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

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

7.4 Failure of Allottee to take Possession of Villa —

7.4.1 Upon receiving a written intimation from the Promoter as per Clause 7.3, the Allottee shall take possession of the Villa from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Villa to the Allottee.

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

7.5 Handover of documents

After obtaining the Occupancy Certificate for the entire Project and handing over physical possession of the Villa to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws.

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, in favour of the Association of Allottees.

7.6 Cancellation by Allottee

7.6.1 In case the Allottee/s requests to cancel/s this Agreement of sale, the Promoter herein at its sole option is entitled to forfeit 5% out of the total sale consideration stipulated herein as liquidated damages along with GST on paid amounts and shall refund the balance sum due if any under this Agreement within (3) Three months from the date of re-sale/transfer of Schedule Property to any third party/parties and such forfeiture/recovery as aforesaid by the Promoter will be automatic without further notice to the Allottee/s cancelling this Agreement as aforesaid.

7.7 Compensation-

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

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

1. in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.2 or
2. due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act
3. or for any other reason

the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Villa, with interest at the rate

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prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due.

Provided that, where the Allottee does not intend to withdraw from the Project, in case of the delay beyond the above mentioned time period the Promoter shall pay Rs.5/- per Sq. Ft of the Super built-up area or prevailing Monthly rent at the vicinity whichever ever is less for every month of such delay to the Allottee, till the handing over of the possession of the Villa.

7.8 Handing over of common areas

7.8.1 The Allottee agrees that certain of the common areas and amenities as set out in Schedule D to the Agreement have been completed and handed over to the Association of Allottees and the remaining are in different stages of completion and the Promoter undertakes to completely finish and hand over the said facilities to the Association of Allottees.

7.8.2 The Allottee agrees that the Promoter shall be entitled to use the common areas and amenities for the purposes of completing the Project and that the Allottee will not raise any objection to such usage. The Allottee agrees that the Promoter has temporarily accommodated some of the common amenities in the Project which have been constructed by the Promoter. The Promoter undertakes to relocate these common amenities to the clubhouse upon the completion of the clubhouse. Upon such relocation, the Promoter shall be entitled to sell or use such area in a manner that the Promoter deems fit and proper.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- a. The Promoter has absolute, clear and marketable title with respect to the Said Land, the requisite rights to carry out development upon the Said Land, and absolute, actual, physical and legal possession of the Said Land for the Project;
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- c. There are no litigations pending before any Court of law or Authority with respect to the Said Land or Project.
- d. All approvals, licenses and permits issued by the competent authority with respect to the Project, Said Land and Villa Project are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Land, Villa and Common Areas;
- e. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected:

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- f. The Promoter has not entered into any Agreement for sale and/or development Agreement or any other Agreement / arrangement with any person or party with respect to the Said Land, including the Project and the Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- g. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;
- h. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee;
- i. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the Occupancy Certificate has been issued and possession of Villa has been handed over to the Allottee;
- j. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project except those disclosed in the title report.

9. EVENTS OF DEFAULT AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the Villa to the Allottee within the time period specified in Clause 7.2 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Villa shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities., as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been

(i) applied for and the period prescribed for issuing the occupancy or completion certificate under applicable building lass has expired: or

(ii) issued by the competent authority;

Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder,

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

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- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest: or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be Liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Villa, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice,
- 9.3 The Allottee shall be considered to have committed an act of default, on the occurrence of any of the following events ("Default by Allottee"):
- (i) In case the Allottee fails to make payments for any demands made by the Promoter as per the Payment Schedule annexed hereto;
 - (ii) The Allottee hereby agree that in the event of any delay of more than (15) fifteen days in making payment of any instalment amount of the sale consideration as mentioned in the Schedule of Payment, he/she/they shall be liable to pay interest @ 2% per month on such amount due from him/her.
 - (iii) The Parties herein agreed that the Allottee herein shall not delay in making payment of balance sale consideration stipulated in "Schedule of Payment" for more than (30) Thirty days from the date of such payment fell due. In any eventuality of the Purchaser(s) becoming defaulter, the Vendors shall be entitled to forfeit an amount of Rs.50/- (Rupees Fifty only) per Sq. ft. towards liquidated damages along with GST from the amount paid by the Purchaser(s). However, the Promoter shall at their discretion to extend the period of default from (30) Thirty days to (60) Sixty days only if there is any genuine unforeseen difficulty of the Purchaser(s) in failing to make payment of the sale consideration. Wherever any extension of time or any other waiver is granted by the Promoter, it shall not be construed as waiver of any of its rights under this agreement and the Promoter shall be entitled to enforce any part of the agreement irrespective of any extension of time granted earlier.
 - (iv) The Parties agreed that in the event of the Allottee found to be unable to make the payment of balance sale consideration of the Schedule 'B' Property, this Agreement of Sale shall stand cancelled and in which case the Promoter shall after deducting the above-mentioned liquidated damages, will refund the balance amount to the Allottee after finding an alternate purchaser. Upon such cancellation of this Agreement, the Allottee/s shall not have any claims over the Schedule 'B' Property and/or Promoter. The Promoter shall be entitled to deal with Schedule 'B' Property as they may deem fit for their benefit without reference to Allottee/s.

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10. Execution or Conveyance Deed

- 10.1 After receipt of total consideration, the Vendor of First part shall get the Sale Deed executed and registered in favour of the Purchaser(s). However, if the Vendors/Developer execute the sale deed in advance before receipt of total sale consideration to facilitate the Purchaser(s) in obtaining any housing loan from any bank or financial institution, then the Vendors/Developer shall have lien/ charge/ right over the Schedule 'B' Property till the entire sale consideration is paid to them and in no case the Purchaser(s) shall be entitled to sell or dispose-off the Schedule 'B' property to any third party without the prior written consent of the Vendors/Developer or/and bank, before making payment of the total sale consideration.
- 10.2 However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE PROJECT

- 11.1 It is agreed by the Allottee that the Promoter shall maintain the common areas of the entire Project for initial period of two years from the date of commencement of pre-paid maintenance. The commencement date will be intimated and informed either by the Promoter or its nominee. The Allottee hereby agrees to pay an amount @ Rs. ___/- per Sft for the first Year and Rs. ___/- (Rupees _____ only) per sq. ft. for second year of super built up area of the Villa purchased by him/her as one-time payment towards "Common Area Maintenance Charges" or "SALEABLE AREA" (as mentioned in the column of E above) of his Villa as maintenance charges for common areas and all other facilities for a period of 2 years (the club house maintenance charges are excluded), payable on demand made by the Promoter, normally '3' months before handing over of Villa. The Promoter is also free to increase the charges if the above-mentioned amount does not cover the maintenance expenses of the Building.
- 11.1 The Promoter shall be responsible to provide and maintain essential service in the Project till the taking over or the maintenance of the Project by the Association of Allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the Villa in their respective occupation, provided that the Promoter shall exclusively provide the maintenance services for the Villa till the date on which the Villa is handed over to the Allottee. After such period, the Association of Allottees shall be responsible for the maintenance of the Villas and the Project. The Allottee further agrees that if require the Promoter shall be permitted to appoint a Property Management Company ("PMC") for the maintenance period till such time that the management is handed over to Association of Allottees. The Allottee agrees to enter into a Property Management Agreement with the PMC in the form prescribed by the Promoter/PMC in relation to the provision of such services as and when asked by the Promoter.

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- 11.2 The facilities like club house and service connections, like water and sewerage supply, which are common shall be maintained by the Promoter till the entire Project is completed. The club house and its services shall be subject to user charges as may be fixed by the Promoter of the club house or as the case may be the service provider, from time to time.
- 11.3 All other infrastructural facilities, including the equipment like lift, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance Agreements and insurance Agreements with the authorized service providers and the costs of such annual maintenance charges and insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Allottee, the Promoter shall be the occupant in respect of the Villas/buildings in the project.
- 11.4 The Promoter / maintenance agency /Association or Allottees shall have rights of unrestricted access of all Common Areas and other open spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Villa 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.
- 11.5 Allottee shall have to pay monthly subscriptions as user charges for various facilities such as Club House, Gym, Swimming Pool and other specific facilities etc. to be decided by the Promoter at the time of commencement of Maintenance period.
- 11.6 Promoter reserves right to appoint the various service providers for the given amenities including the duration of such appointments, in the interest of the community, until the Association of Allottees take the responsibility to maintain the common areas of the community. The Allottee/s hereby agree/s to abide by the bye-laws of the society, Club Rules and Regulations and shall be liable for all such rules and regulations mentioned in the bye-laws, scope of maintenance and shall support all such amendments to the bye-laws from time to time.
- 11.7 It is agreed by the Allottee/s that he/she/they shall alone be liable to pay the maintenance charges, irrespective of whether the Villa is occupied or not or occupied by a tenant or any other person. The Society shall have charge on every Villa for all the amounts including the maintenance charges, due from the Allottee/s or other occupant.

12. LIABILITY OF PROMOTER FOR DEFECTS

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

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

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

12.3 The Allottee shall maintain the Villa in good tenantable conditions and carryout the internal repairs for the upkeep of the Villa. The association of the Allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC if required and insurance. The obligation of the Promoter shall be subject to proper maintenance and upkeep of the Villa/services and amenities by the Allottee or the association of the Allottees as the case may be.

13 GENERAL TERMS WITH RESPECT TO USAGE OF THE VILLA

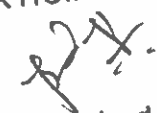
13.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans.

13.2 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Villa at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Villa.

13.3 The Allottee further undertakes, assures and guarantees that he would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade or the Building or anywhere on the exterior of the Project Land buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting or 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 villa or place any heavy material in the common passages Project.

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

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- 13.5 The Allottee/s shall pay user charges in respect of Clubhouse, Gym, Swimming Pool and all other facilities mentioned in Schedule-D Annexed hereto provided by the Promoter or to its nominee or to the Society as per the usage under the Clubhouse rules and regulations and other notices given from time to time. Such user charges shall be paid to the Promoter or its nominees who are the core service provider
- 13.6 Any type of modifications, changes, variations and alterations to the structural, elevation and architectural features shall not be permitted. However, a request from the Allottee for minor one-time internal modifications to the respective Villa is permitted within a specified time. It is the sole discretion of the Promoter to accept such request in consultation with Architect and other service consultants and construction team to evaluate the request and decide to accept or reject.
- 13.7 The Allottee/s is liable to pay towards internal modifications, if any; indicated in the estimate furnished by Promoter. The Promoter shall commence the internal modifications only upon receiving the full amount i.e., 100% of the estimated cost furnished/notified by the Promoter within fifteen days from the date of written communication from Promoter or else the Promoter with no prior intimation to the Allottee/s, reserves the right to proceed ahead as standard Villa without modifications being executed.
- 13.8 The Allottees shall not, at any time, demolish or be a cause to demolish their Villa or any part of the building such as staircase, parking places, etc., which are likely to cause injury or damage to the other prospective purchaser of the project. The Allottees shall not make or be a cause to make any additions or alterations or any new constructions of any nature, whatsoever, contrary to the plan for their Villa or to any part of the building.
- 13.9 The Allottees shall keep their Villa as well as partition walls, drains, drainpipes, water pipelines and the appurtenances thereto in good tenable condition so as to support shelter and protect all parts of the building and also for proper utility and occupation.
- 13.10 The Allottees shall use the common over-head tank provided for, along with other Villa owners of the Project, and agrees to pay the water charges as and when levied, proportionately as per the reading of water meter.
- 13.11 The Allottees also covenants that they will not throw dust, rubbish, rags, waste, spit or permit the same to be thrown in the compound or in any portion of the said Project which may cause damage or inconvenience to other occupants of the Villas.
- 13.12 The Allottees hereby agree that they will use the said Villa for residential purpose only and shall not use for commercial purposes such as office space, clinics, consultancies, display centres, service etc. or permit the same to be used for any other purpose which may likely to cause inconvenience to the neighbouring occupants of the Project nor shall it be used for any illegal or immoral purposes but strictly for residential use and if it is let out, should be utilized for the residential purpose only.
- 13.13 Plants to be planted in the planter box will be defined by the Promoter and has to be strictly followed by the Allottee.

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13.14 Maintenance of plants in the planter boxes has to be done by the Allottee for their respective Villa.

13.15 To maintain the Villa at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Villa is taken and shall not do or suffer to be done anything in or to the Project in which the Villa is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Project in which the Villa is situated and the Villa itself or any part thereof without the consent of the local authorities, if required.

The Allottee/s shall not be entitled to alter the external appearance, color scheme of the exterior of the building and shall maintain the Promoter name, logo and project name displayed at the project site at all times without resorting to any changes. The proposed Welfare Society and general body or office bearers of the society also shall have no authority to change the logo and name of the community.

13.16 Not to store in the Villa 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 Villa is situated or storing of which goods is objected to by the concerned local or other authority.

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

13.18 Not to demolish or cause to be demolished the Villa 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 Villa or any part thereof, nor any alteration in the elevation, fire sprinkler system, and outside colour scheme of the building in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the Villa and the appurtenances thereto in good tenantable repair and condition, and in particular, or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural in the Villa without the prior written permission of the Association of Allottees.

13.19 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 Villa is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

13.20 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Villa in the Project premises or any portion in which the Project is situated.

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13.21 The Allottee shall observe and perform all the rules and regulations which the Association of Allottees may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Villas therein and for the observance and performance of the building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association or Allottees regarding the occupancy and use of the Villa and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement

13.22 Till a conveyance of the Common Areas, services and amenities of the building/ Project in which Villa is situated is executed in favour of Association of Allottees and till all the total units/Villas are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Project or any part thereof to view and examine the state and condition thereof,

13.23 He/She/They shall not cause any nuisance or disturbance to any of the other Owners or occupants of the residential Layout Project/Villas in VERTEX KINGSTON PARK In the event of any conflict, the Purchaser(s) confirms that he/she shall abide by the decision of the Vendor/Developer till the Schedule 'B' Property is delivered and the Society/Association after the schedule 'B' Plot/Villa is delivered as the case may be.

13.24 The Purchaser(s) hereby agreed that the name viz., "VERTEX KINGSTON PARK" which the Vendor/s have given to the Residential Villas project, shall be retained by the Purchaser(s) and the society/association that may be formed in future by the Purchaser(s) along with the other villa owners. The Purchaser(s)/s shall not alter or subscribe to the alteration of the name of "VERTEX KINGSTON PARK" in Schedule Land and/or alter the names assigned therein.

13.25 It is agreed by the Purchaser that the Developer is entitled to accept or reject any alteration/modification/variation sought by the Purchaser(s)(s) in any of the Specifications, at their sole discretion.

14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

15. ADDITIONAL CONSTRUCTIONS

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

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16. MORTGAGE OR CREATION OF CHARGE

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

17. MISCELLANEOUS

- 17.1 The Parties hereby agree that in case the Allottee is availing a housing loan/loan from any Bank / Financial Institution / Non-Banking Financial Corporation / Financier (the "Bank"), a Tri-partite Agreement, as per the draft provided by the Bank and agreed by the Promoter, shall be executed by and between the Bank, the Promoter and the Allottee. In any event, the Allottee will finance the margin money, and the loan will be paid directly from the Bank to the Promoter. The Allottee acknowledges that the Allottee's obligation to pay the total sale consideration as mentioned in this Agreement shall be an independent and exclusive liability, which is independent of the bank loan obtained by the Allottee, such that, if the Allottee is unable to obtain a bank loan or having obtained a bank loan, the Bank is not disbursing the money, the Allottee shall be independently liable to pay the sale consideration to the Promoter. The Promoter shall not be responsible in any way if the Allottee does not succeed in receiving a loan from the Bank.
- 17.2 The Allottee understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities ("TDS") on the properties with a total sale deed value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) or on such other amounts, as may be prescribed by the Income Tax Authorities and deposit the said TDS with Income Tax Authorities.
- 17.3 The building is named and called as "VERTEX KINGSTON PARK" and the Promoters can erect display boards/name boards as per their commercial and branding requirements on a permanent basis. The name board of the Project will be displayed permanently at the site and the Allottees have no objection to the same.
- 17.4 It is made understood to the "Purchaser(s)" that, the "VENDORS" will not be held responsible for any acquisition of any part of Schedule of Land by the Government or its agency for any public purpose. In case of any part of the common road of the Schedule 'A' land is acquired by the Government or its agency, this will not hinder any right to use the common/ additional facilities by the other owners of the Villas.

For VERTEX HOMES PVT LTD



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18. ASSOCIATION OF ALLOTTEES

- 18.1 The owners of the "VERTEX KINGSTON PARK" will form themselves into an association called "VERTEX KINGSTON PARK" resident's welfare Association (Association of Allottees) which is a society registered under the Telangana Societies Registration Act. 2001. Accordingly, the Allottee hereby agrees, acknowledges and confirms that the Promoter is deemed to have discharged the obligation to enable the formation of an association of Allottees under Section 11(4) (e) of the Act.
- 18.2 The Allottee hereby agree that, pursuant to execution and registration of Sale Deed and upon taking possession of the Villa, the Allottee will duly obtain the membership of Association of Allottees.
- 18.3 Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17 of the Act, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Villa in the Project which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of Common Areas.

19. TRANSFER

- 19.1 The Allottee, without the prior written consent of the Promoter, shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Villa, However, the Allottee shall have the right to nominate one blood relative in whose name the Sale Deed for the Villa can be registered instead of the Allottee, prior to the registration of the Sale Deed. This is limited to only a one-time nomination.
- 19.2 In the event that the Allottee seeks to transfer his rights concerning the Villa at any time prior to the registration of the Sale Deed which can be done only in accordance with Clause 19.1 above, then the Allottee shall not sell the Villa at any price lower than the prevailing base price and without obtaining no objection from the promoter and the promoter entitled to charge Rs.50/- (Rupees Fifty Only) per sq. feet on the super built up area of the Schedule Villa towards administrative charges and transfer fee for giving such consent. It is clarified that the third party purchasing the Villa shall not be allowed to sell the same again till the Sale Deed has been registered in favour of the third Party and subject to the fulfilment or the other terms of this Agreement. The third party that steps in as a result of such sale shall execute the relevant agreements in the same format as were executed by the Allottees with the Promoter, shall have all the obligations towards the Promoter as the Allottee had in the first instance.
- 19.3 The Promoters and owners shall execute the registered Sale Deed in favour of the Allottee/s only. The Allottee/s is not entitled to transfer his rights or assign this agreement or otherwise nominate third party in respect of the Schedule-B Property in any manner without the written consent of the Promoter. The Allottee/s shall not sell or otherwise dispose of the Schedule-B Property to any third party till the completion of the Project or till all the Villas in project are sold by the Promoter. Any such trading or speculative action like resale to a third party in respect of the Schedule-B Property is

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strictly prohibited. This prohibition is made in the interests of the Projects and it is understood by both the parties that such trading or speculative transactions affect the business of the Promoter and consequently, impairs the scheme and the completion of the project in the given schedule.

20. BINDING EFFECT

20.1 Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Schedule within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Office, Serilingampally, Ranga Reddy District as and when intimated by the Promoter.

20.2 If the Allottee fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and the same shall be dealt as per promoters cancellation policy.

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 Villas, as the case may be.

22. RIGHT TO AMEND

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE SUBSEQUENT ALLOTTEES

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights asset out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Schedule including, waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and for binding on the Promoter to exercise such discretion in the case of other Allottees.

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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 is 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 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 Allottee(s) in Project, the same shall be the proportion which the Saleable Area of the Villa bears to the total Saleable Area of all the Villas 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 transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28 PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, hence this Agreement shall be deemed to have been executed at Hyderabad.

29 NOTICES

29.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

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

Attention: M/s. VERTEX HOMES PVT LTD.,
Address: Vertex Corporate, Plot no.8 and 9, jubilee enclave, Madhapur, Hyd.
E mail : phaniraj@vertexhomes.com

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

For VERTEX HOMES PVT LTD


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

30 JOINT ALLOTTEES

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

31 SAVINGS CLAUSE

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

32 GOVERNING LAW

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

33 DISPUTE RESOLUTION

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

34 OTHER TERMS AND CONDITIONS

34.1 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 Villa including documentation shall be borne by the Allottee only.

34.2 Realization of Payments: All payments shall be subject to their actual realization in the Promoter's account. The date of credit into the aforesaid account or the Promoter shall be deemed to be the date of payment of an instalment by the Allottee.

For VERTEX HOMES PVT LTD



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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

WITNESSES:

1) Signature :
Name :
Address :

2) Signature :
Name :
Address :

SCHEDULE OF PAYMENTS

Total consideration

Total Rs. _____/-

Payment Particulars: -

By Cash/Bank	Ch.no	Date	Amount
1.			
2.			
3.			
4.			

Balance Receivable Rs: _____

Disbursement Schedule:

To mention details schedule at the time of execution as per booking form.

For VERTEX HOMES PVT LTD


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SCHEDULE – A

Details of Schedule A Properly

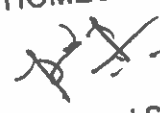
An extent of total land admeasuring **Ac.37-21 Gts or 181621 Sq., yds.**, in Survey No's. 38/PART, 39, 40, 41/PART, 42/PART, 51/PART, 83/PART, 97/PART, 103/PART, 104, 105, 109, 110, 111, 112, 113, 114, 115/PART, 116, 117/PART, 118, 134/PART, 135/PART, 136, 137, 142, 143, 144, 145/PART, 146/PART, 147/PART, 148, 149, 150, 151, 152, 153, 154, 155/PART, 156, 159, 160, 162, 163, 164, 166, 167, 168, 192, 193 & 194 situated at Nallagandla Village, Serilingampally Mandal, Ranga Reddy District in the State of Telangana, which is known as **"VERTEX KINGSTON PARK"** and within the common boundaries by:

North	:	150 feet Road, VHPL & Neighbour's Land
East	:	Neighbour's Land
South	:	Neighbour's Land
West	:	Neighbour's Land

SCHEDULE – B

All that the piece and parcel of Residential Villa bearing No. _____, admeasuring ----- Sq.Yds, along with Built up area _____ Sq. Feet in the residential layout and group housing scheme known as **"VERTEX KINGSTON PARK"** out of the Schedule 'A' property

North	:
South	:
East	:
West	:

For VERTEX HOMES PVT LTD

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SCHEDULE - C

VERTEX KINGSTON PARK Project- SPECIFICATIONS

R.C.C. FRAMED STRUCTURE:

Earthquake resistant foundation designed for Seismic zone II.

SUPER STRUCTURE:

Brick masonry with good quality bricks in cement mortar.

PLASTERING:

Internal: Double coat cement plaster with smooth finish.

External: Double coat sand faced cement plastering.

DOORS:

Main door: Best Teak Wood door-frame & Teak veneer shutter aesthetically designed with polishing and hardware of reputed make.,

Internal doors:

Frames: Teak Wood frames.

Shutters: Flush door shutters with polishing and standard hardware.

WINDOWS:

Window frames & shutters in Teak Wood/ Fenesta make UPVC/ Aluminum (polished inside and painted outside)/ glass panels with M.S. grills and standard hardware.

PAINTING:

External: Good quality Cement paints.

Internal: Smooth finish with good quality putty over a coat of primer and finished with two coats of Acrylic emulsion paint.

FLOORING:

Vitrified tiles/ Marble slabs with 4" skirting.

Bathrooms: Ceramic non-slippery tile flooring.

Covered Balconies: Clay or Ceramic tiles (Antiskid).

CLADDING & DADOING:

Kitchen: Glazed ceramic tile/ Granite dado up to 2'0" height above kitchen platform.

Bathrooms: Glazed ceramic tile dado up to 7'0" height.

KITCHEN:

Granite platform with Stainless steel sink

UTILITIES / WASH:

Provision for washing machine, dish washer & wet area washing utensils.

BATHROOMS:

EWC/IWC with flush tank of Hindustan / Parry ware make or equivalent.

Hot and cold wall mixer with shower.

All C.P. fittings are chrome plated of Jaguar/ Mark/ ESS or equivalent.

ELECTRICAL:

Concealed copper wiring in PVC conduits. Power outlets for Air-conditioners

Power plug for refrigerator, mixer grinder in Kitchen.

For VERTEX HOMES PVT LTD



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