

ANNEXURE
[See Rule 38]
AGREEMENT FOR SALE

This Agreement for Sale (“**Agreement**”) executed on this ____ day of _____, _____,

By and Between

- (1) Smt. Y. Girijarani D/o. Sri. Y. Ramarao, aged about: 60 years, R/o. Jubilee Hills, PAN : AAXXXXXXXXF and Aadhar: XXXX-XXXX-5402
- (2) M/S. JAYABHERI PROPERTIES PVT. LTD., (PAN : AAACM5296R) rep. by its Director Sri. Kishore Duggirala having its registered office No.184-187, Ground Floor, 4th Block, Temple Steps, Little Mount, Annasalai, Chennai – 600015 and corporate office situated at : Plot No.1, Jayabheri Enclave, Gachibowli, Hyderabad, Pin : 500032. Aadhar of Authorised Signatory: XXXX-XXXX-0457
- (3) Mr. Kishore Duggirala S/o. Sri. Sivarama Krishnaiah, aged about: 66 Years, R/o. Jubilee Hills, Hyderabad, Aadhar: XXXX-XXXX-0457 and PAN: AAXXXXXXXXP
- (4) Mr. Murali Mohan Maganti S/o. Sri. M. Madhava Rao, aged about: 81 Years, R/o. Film Nagar, Jubilee Hills, Hyderabad, Aadhar: XXXX-XXXX-0518 and PAN: AAXXXXXXXXC
- (5) Mr. Ram Mohan Maganti , S/o. Sri. M. Murali Mohan, aged about: 53 Years, R/o. Film Nagar, Jubilee Hills, Hyderabad. Aadhar : XXXX-XXXX-0288 and PAN: AAXXXXXXXXB

The Land Owners No.1 to 5 above are collectively referred to as “LAND OWNERS” and which expression shall mean and include their representatives, nominees, executors, assignees, legal heirs, etc being represented by their development agreement cum GPA holder (bearing Doc. No. 1972 of 2012 and 4562 of 2020, registered with Sub- Registrar, Gandipet, Rangareddy District, Telangana) **M/s. RAMKY ESTATES AND FARMS LTD.,** (CIN No. U70102TG1995PLC021333) (PAN No. AAACR9624C) a company incorporated under the Companies Act, 1956, having its registered office at 9th Floor, Ramky Grandiose, Gachibowli, Rangareddy District, Telangana, being represented by its Authorised Signatory _____ Aadhar No of Authorised Signatory : _____

And

M/s. RAMKY ESTATES & FARMS LTD., (CIN: U70102TG1995PLC021333) a company incorporated under the Companies Act, 1956, having its registered office at 9th Floor, Ramky Grandiose, Gachibowli, Hyderabad – 500 032 (PAN– AAACR9624C),

represented by its Authorized Signatory _____ S/o _____ aged _____ years, _____ R/o _____ (hereinafter referred to as the “**PROMOTOR / DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns). [OR] [If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged _____ about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or

member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

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

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[Please insert details of other allottee(s), in case of more than one allottee]

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

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

DEFINITIONS:

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

- (a) "act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "allottee" in relation to a real estate project, means the person to whom a plot, apartment or building, as the case may be, has been allotted, sold (whether as freehold or leasehold) or otherwise transferred by the promoter, and includes the person who subsequently acquires the said allotment through sale, transfer or otherwise but does not include a person to whom such plot, apartment or building, as the case may be, is given on rent;
- (c) "apartment" whether called block, chamber, dwelling unit, flat, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified;
- (d) "appropriate Government" means the Government of Telangana;

- (e) “association of allottees” means a collective of the allottees of a real estate project, by whatever name called, registered under any law for the time being in force, acting as a group to serve the cause of its members, and shall include the authorized representatives of the allottees;
- (f) “booking advance” means 10% of the gross value of the apartment detailed in clause 1.2 of this agreement.
- (g) “parking area” means a covered parking which is sufficient in size to park vehicles and which may be provided in the basements and/or stilt and/or podium and/or in the form of independent structure built for providing parking spaces and/or parking provided by the mechanized parking arrangements.
- (h) "project" means the real estate project as defined in clause (j) below;
- (i) "promoter" (shall also be referred as “developer”) means,—
 - a. a person who constructs or causes to be constructed an independent building or a building consisting of apartments, or converts an existing building or a part thereof into apartments, for the purpose of selling all or some of the apartments to other persons and includes his assignees; or
 - b. a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or
 - c. any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or apartment is constructed or plot is developed for sale; or
 - d. such other person who constructs any building or apartment for sale to the general public.
- (j) "real estate project" means the development of a building or a building consisting of apartments, or converting an existing building or a part thereof into apartments, or the development of land into plots or apartment, as the case may be, for the purpose of selling all or some of the said apartments or plots or building, as the case may be, and includes the common areas, the development works, all improvements and structures thereon, and all easement, rights and appurtenances belonging thereto;
- (k) “Rules” means the Telangana Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- (l) “Regulations” means the Regulations made under the Real Estate (Regulation and Development Act, 2016;

- (m) “Saleable Area” includes Carpet Area plus veranda/balcony/terrace area which are exclusively meant for the Allottee plus the proportionate share of Common Areas and any other area as agreed between the Promoter and Allottee in the agreement of sale for which a proportionate cost has been collected from the Allottees;
- (n) “section” means a section of the Real Estate (Regulation and Development) Act, 2016

WHEREAS:

- A. WHEREAS, LANDOWNER No.1 is the absolute owner and possessor of land admeasuring Ac. 4-20 gts., in Sy. No.176 and an extent of 1.20 Gts., in Sy. No.179 thus totaling to an extent of Acres 6.00 Gts., situated at Narsingi Village, Gandipet Mandal Rangareddy District, having purchased the same by means of registered sale deed bearing document no.1239 of 1983, dated 26-02-1983, registered with District Registrar, Rangareddy District.
- B. WHEREAS Land Owner No.1 has subsequently sold an extent of Acres. 1.00 Gts., in Sy. No. 176 of the said village and therefore the balance available extent of **Acres. 5.00 Gts** is given for development of residential project to the developer herein vide registered Development Agreement-cum-General Power of Attorney bearing document No.1972 of 2012, dated 10th May, 2012, registered with Sub-Registrar, Gandipet Rangareddy District.
- C. WHEREAS Land Owners No.2 to 5 are the absolute Owners and possessors of land in Sy. No. 176 of the said Narsingi Village, admeasuring to an extent of Acres. 1.00 Gts., having purchased the same vide registered sale deed bearing document No.1302 of 2005, dated 04-02-2005, from Mrs. Y. Girija Rani and the said extent of **Acres. 1.00 Guntas** is given for development of the residential project to the developer herein vide registered Development Agreement-cum- General Power of Attorney bearing document No.4562 of 2020, dated 07-03-2020 registered with Sub-Registrar, Gandipet, Rangareddy District.
- D. WHEREAS in terms of the said development agreements, the total land given for development is Acres. 6.00 Gts., and from out of the total extent, the land available for development after road widening is **Acres. 5.12 Gts.**, of Narsingi Village, Gandipet Mandal, Rangareddy District, Telangna, which is more fully described in the **Schedule-A** and hereinafter referred to as Schedule –A Property / Said Land.

- E. WHEREAS the LAND OWNER having decided to develop their land parcel into a gated community consisting of Residential Apartments / amenities / structures for common usage, has approached the DEVELOPER and given the said land for development vide registered Development Agreement-cum- General Power of Attorney bearing document No. 1972 of 2012 dated 10th Many 2012 and 4562 of 2020 dated 07-03-2020 registered with Sub-Registrar, Gandipet, Rangareddy District, Telangana.
- F. WHEREAS, by virtue of the said Development Agreement the LAND OWNERS have granted exclusive rights of development of the said land for construction of Residential Apartments, which shall be carried on by the developer for the consideration and on the terms and conditions agreed under the said Development Agreement.
- G. WHEREAS, the Developer is developing the residential project comprising of multistoried apartment building consisting of 3 Basements + 36 Upper Floors and Amenities Block with Six floors in the said project, which is named as '**RAMKY ONE ODYSSEY**'.
- H. 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 have been completed;
- I. The OFFICE OF THE _____ has granted the building permission to develop the Project vide approval dated _____ bearing Permit no. _____;
- J. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from _____. The 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 and other laws as applicable;
- K. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority on _____ under registration No. _____;
- L. The Allottee had applied for an apartment in the Project vide booking form dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet (_____ Sq.Mtrs) (With an allowable tolerance of +/- 3% due to construction workmanship and design), exclusive verandahs, balconies, terrace area of _____ sq. feet (_____ Sq.Mtrs), totally having a saleable area of _____

_____sq. feet (_____ Sq.Mtrs), on _____floor in [tower/block/building] No._____(“Building”) along with Open/covered parking of ____ (____) No’s 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 E**);

- M. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- N. 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;
- O. 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;
- P. 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 garage/covered parking as specified in **para G**.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in the above para L.
- 1.2. The Total Price for the Apartment excluding the Registration and Stamp Duty and mutation charges for the Apartment based on the Saleable area is Rs._____-/- (Rupees _____only) ("Total Price")

Block/Building/Tower No. _____ Floor: _____ Floor Apartment no. _____		Rate of Apartment per square feet of Saleable Area Rs._____-/-
S.No	Particulars	Amounts

1	Basic Rate	Rs. _____/-
2	Car Parking	Rs. _____/-
3	Other Chargers, if any	
	Gross Value	Rs. _____/-
4	GST as applicable on the Gross Value of the Apartment	As applicable
5	Corpus Fund	Rs. _____/-
6	Advance Maintenance for 2 years + Applicable Taxes	Rs. _____/-
7	Documentation Charges + Applicable Taxes	
8	Others, If any	
Total price (in rupees)		Rs. _____/- + applicable taxes and amounts in cl.4,5, 6 & 7 above

Explanation:

- (i) The Total Price above includes the booking advance paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the 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 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 actuals over and above the total price.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable along with applicable taxes as stated in (i) and (ii) above and the Allottee shall make the payment demanded by the Promoter within the time and in the manner specified therein.

The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project. However for all the works / services provided beyond the scope of this agreement for which a separate agreement / consent note is executed and the same shall be payable by the Allottee/s as extra along with applicable taxes etc.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.
- 1.4 The Allottee(s) shall make the payment as per the payment schedule set out in Schedule C ("Payment Schedule")
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ ____% (_____ Percent) per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, 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. 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 the Schedule D of this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

- 1.7 The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the Apartment, and Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area subject to an allowable tolerance of +/- 3% due to construction workmanship and design. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Schedule as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (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 completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of

providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, flooring, doors, windows, fire detection and firefighting equipment, (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The 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 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 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking advance being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Schedule [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

- 1.12 It is sole responsibility of the Allottee/s to deduct the TDS @ 1% on every installment paid/payable to the promoter. And also it is the responsibility of the Allottee/s to submit the TDS paid receipt to promoter to consider credit

2. MODE OF PAYMENT:

- 2.1 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 [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “_____A/C” payable at HYDERABAD.
- 2.2 Any intimation or demand sent to the registered email address or phone number through email or a messaging service (Whatsapp / SMS / Similar as agreed) shall be sufficient written demand of the installments payable by the Allottee/s

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 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 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 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 third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

- 4.1 The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any manner.
- 4.2 The Allottee/s availing loan facility from any of the financial institutions/banks shall irrevocably authorize promoter to receive the loan disbursements from the financial institutions/banks as per the installments payable as mentioned in the payment schedule annexed.
- 4.3 If for any reasons the loan facility sanctioned to the Allottee/s by the financial institutions/banks is recalled, not released, or withheld partly or fully it is the absolute responsibility of the Allottee/s to make his/her own arrangements for the payment of installments due within the time as mentioned in the payment schedule annexed.

5. TIME IS ESSENCE:

- 5.1 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 Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.
- 5.2 The Allottee/s shall also strictly abide by the payment schedule as annexed with this agreement. The promoter shall be entitled to cancel the allotment of Apartment in case of default without prejudice to any other right including the compensation and interest.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter 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 Telangana Building Rules (Formerly A.P. Building Rules) 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 APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in a phased manner but not later than_____, unless there is delay or failure due to war, political turmoil, labour/union strikes, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter 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 without interest 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.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the allottee fails to take delivery within the time specified in the notice, he/she shall be liable for payment of all on-goings including maintenance charges from the date of notice. The 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 Promoter. 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. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the copy of the occupancy certificate of the apartment, to the allottee/ association of allottees.

- 7.3 **Failure of Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee/s shall continue to be liable to pay all the maintenance charges as applicable including the electricity and water charges for the maintenance of the apartment and common areas.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment 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, 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/her 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 promoter, the promoter herein is entitled to forfeit the entire booking advance paid for the allotment. Any and all taxes paid against the allotment shall be non-refundable. The balance amount of money after deducting the booking advance and taxes paid by the allottee shall be returned by the promoter to the allottee within three months of such cancellation or at the time that the Promoter is able to resell the said Apartment to another purchaser, whichever is later.
- 7.6 **Compensation** – 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.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter 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 Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the 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 Apartment, which shall be paid by the promoter to the allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

1. The Promoter hereby represents and warrants to the Allottee as follows:
 - i. 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;
 - ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - iii. There are no encumbrances upon the said Land or the Project;
 - iv. There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
 - v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
 - vi. The Promoter 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 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
 - ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
 - x. 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 completion certificate has been issued and possession of apartment or building, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
 - xi. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.
2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- i. To maintain the Apartment at the Allottee's 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/her own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter 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 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 colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Apartment without the prior written permission of the 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 Promoter within fifteen days of demand by the 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 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 favour of Society/Limited Company/Association and till all the total builtup area/units 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 buildings or any part thereof to view and examine the state and condition thereof.
- xi. Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total builtup area/units 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 project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. Promoter fails to provide ready to move in possession of the Apartment 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 and completion certificate, as the case may be, has been issued by the competent authority;

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

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

- 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 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/she shall be paid, by the promoter, 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 promoter to the allottee within ninety days of it becoming due.

9.3 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 any demands made by the Promoter as per the Payment Schedule annexed hereto within the stipulated time, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above the promoter shall intimate the customer about such default and if such default continues for a period 30 days after notice from the Promoter, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking advance i.e 10% on the total value of the Apartment and the interest liabilities + any applicable taxes + Interest accrued due to non-payment as per payment schedule and this Agreement shall thereupon stand terminated. The amount shall be repaid by the Promoter within a period of ninety

days after termination or the date on which the Promoter is able to resell the Apartment to another purchaser, whichever is later.

- iii. In case of Allottee/s publishing any posts on public domain/Social media, any false claims or charges, publishing any material that defames the promoter in any manner and causes any loss of reputation or good will, or affects business in any manner.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 6 months from the date of issuance of the occupancy certificate/completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 6 months from the date of issuance of occupancy certificate]. 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/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

1. The 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 allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.
2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Promoter shall be the occupant in respect of the apartment/building.
3. In case the promoter provides any other services other than as agreed under this

agreement shall be on a chargeable basis (e.g – dining services)

4. The promoter reserves the right to maintain the project and its common areas for **five years** from the date of commencement of advance maintenance of which two years shall be through payment of advance maintenance and the balance three (3) years shall be on cost+15% basis. The Balance three (3) years maintenance shall be at the option of the promoter. The date of commencement will be intimated by the promoter. The advance maintenance paid by the Allottee/s doesn't cover the cost of service connections like electricity and water charges which are consumed by the allottee Apartment. During the execution of interiors the Allottee/s agrees to pay debris collection charges of Rs. 25000/- (Debris to be stored within the premises of the Apartment and the same shall be collected). User charges if any for the Club House shall be on a cost to cost basis till the commencement of advance maintenance.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship that shall affect the structure of the Apartment/Building, 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, 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.
- 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 of work like painting etc. which are subject to wear and tear.
- 12.3 The allottees shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall

be subject to proper maintenance and upkeep of the apartments/services and amenities by the allottee or the association of the allottees as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 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 allottees formed by the Allottees 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 Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material

in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 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.

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

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

17. 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.

18. MORTGAGE OR CREATE A 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 Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

19. FORMATION OF ASSOCIATION OF ALLOTTEES AND CONSENT OF ALLOTTEES:

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

19.1 with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

19.2 If the promoter fails to form the Association of Allottees, the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottees to apply for formation of the said Association.

19.3 Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, 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 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 Allottees without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT:

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 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.. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 15 (Fifteen) days from the date of its receipt by the Allottee, 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 all sums deposited by the Allottee in connection therewith after deducting token advance and any taxes remitted to the authority/department shall be returned to the Allottee without any interest or compensation whatsoever.

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

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter 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 Schedule [ScheduleC] 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 /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

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

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the 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 Apartment bears to the total saleable area of all the Apartments in the Project.

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

28. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter 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 the said Agreement shall be registered at the office of the Sub-Registrar, Gandipet. 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 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:

Mr. _____

PROMOTOR ADDRESS:

M/s RAMKY ESTATES AND FARMS LTD

9th Floor, Ramky Grandiose, Gachibowli, Hyderabad-500 032

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. Both Promoter and Allottee/s may agree on the convenient mode of communication which might include Whatsapp / similar messaging service.

30. **JOINT ALLOTTEES:** That in case there are Joint Allottees 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 Allottees.
31. **SAVINGS:** Any booking form, 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 thereunder.
32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

ADDITIONAL TERMS AND CONDITIONS

1. CUSTOMIZATION PRICE:

- a) The Promoter is entitled to accept or reject any modifications or customizations sought by the ALLOTTEE in any of the specifications mentioned in Schedule – D, at their sole discretion.
- b) The acceptance of any customization by the Promoter shall be after the additional costs of such customization is estimated by the Promoter and is accepted and paid upfront by the ALLOTTEE.

- c) All works related to customization as accepted by the Promoter shall be carried out only by the Promoter

2. TRANSFER:

- a) Upon the execution of sale agreement in favor of the allottee, the allottee is prohibited to transfer his/her interest accrued under this allotment for a period of 1 year from the date of sale agreement or till the execution of sale deed whichever is earlier.
- b) After the expiry of 1 year from the date of sale agreement, The allottee shall transfer or assign, part with, any interest or right under this Agreement prior to execution of Sale Deed only with the prior permission in writing from the Promoter. Upon such permission being granted by the Promoter to the allottee, a transfer fee at Rs.200/- (Rupees Two hundred only) per sq.ft of saleable area with applicable GST & any other statutory payments to the company. shall be paid by the allottee to the Promoter.
- c) Any transfer or agreement made by the ALLOTTEE in contravention to the clause above will be null and void and shall not be binding on the Promoter in any manner whatsoever.

3. SITE VISIT CONDITIONS

- a) Allottee/s site visit to assess the extent of development of project will be strictly in accordance with the timings and period prescribed by the promoter.
- b) Allottee/s will be completely responsible for their safety during the site visit.
- c) Only Allottee/s will be allowed to visit the site
- 4. Promoter shall allow the allottee for execution of their interiors before the conveyance deed is executed at his/her discretion.
- 5. After the completion of the maintenance period of two years for which advance maintenance charges are collected it is solely the choice of the promoter to extend maintenance services for further period, at a mutually agreed Cost plus fifteen percent (Actual incurred cost for the maintenance plus fifteen percent)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

- (1) Signature _____
 Name _____
 Address _____

Please affix
 photograph and
 sign across the
 photograph

- (2) Signature _____
 Name _____
 Address _____

Please affix
 photograph and
 sign across the
 photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter: RAMKY ESTATES AND FARMS LTD

Signature: _____

Name: _____

Please affix
 photograph and
 sign across the
 photograph

Address 9TH FLOOR, RAMKY GRANDIOSE
GACHIBOWLI, HYDERBAD-500032

At HYDERABAD on _____ in the presence of:

WITNESSES:

1. Signature _____
 Name _____
 Address _____
2. Signature _____
 Name _____
 Address _____

SCHEDULE 'A' -	DESCRIPTION OF THE SCHEDULE PROPERTY
SCHEDULE 'B' -	DESCRIPTION OF THE APARTMENT
SCHEDULE 'C' -	PAYMENT SCHEDULE
SCHEDULE 'D' -	SPECIFICATIONS AND AMENITIES
SCHEDULE 'E' -	FLOOR PLAN OF THE APARTMENT

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

SCHEDULE-A

All that land admeasuring **Ac.5-12 gts.**, (____ Sq. Yards) (from out of Ac.6-00 gts., mentioned in development Agreement) forming part of Sy. No. 176 and 179 of Narsingi Village, Gandipet Mandal, Ranga Reddy District, which is more particularly described in the plan annexed to this Agreement and bounded by:

NORTH :

SOUTH :

EAST :

WEST :

**SCHEDULE-B
(APARTMENT)**

All that portion forming part of Residential Apartment bearing No.____, at ____floor in Block – ____with saleable area of ____Sq.ft, (which is inclusive of Common areas) together with ____Sq.yds., (Sq. Mts.,)of un-divided share of land, with ____(____) car parking slot/s. in **RAMKY ONE ODYSSEY**, situated at Sy. No. 176 and 179 of Narsingi Village, Rajendernagar Mandal, Rangareddy District, bounded by:

North :

South :

East :

West :

SCHEDULE-C
(PAYMENT SCHEDULE)

PAYMENT SCHEDULE		
Description	% of Agreement Value	Amount
Token Advance (TA)		
Booking Advance (BA)		
(within 15 days of booking the unit)	10%	
Upon AOS (within 30 days of booking the unit)	10%	
Upon completion of Foundation of the specific tower	10%	
Upon completion of 2 nd Slab of the Specific Tower	10%	
Upon completion of 4 th Slab of the Specific Tower	10%	
Upon completion of 9 th Slab of the Specific Tower	10%	
Upon completion of 14 th Slab of the Specific Tower	5%	
Upon completion of 19 th Slab of the Specific Tower	5%	
Upon completion of 24 th Slab of the Specific Tower	5%	
Upon completion of 29 th Slab of the specific Tower	5%	
Upon completion of 34 th slab of the specific Tower	5%	
Upon completion of 40 th slab of the specific Tower	5%	
Upon completion of flooring of the specific unit	5%	
Upon handover of the specific unit (Amounts to be paid together with Corpus Fund, Advance Maintenance, Documentation Charges, as mentioned in table 1.2 above)	5%	
* Amount paid as Token Advance shall be adjusted under Booking Advance		

**SCHEDULE-D
(SPECIFICATIONS & AMENITIES)**

[To be annexed at the time of execution of Agreement of Sale]

DRAFT

**SCHEDULE-E
(FLOOR PLAN)**

[To be annexed at the time of execution of Agreement of Sale]

DRAFT