AGREEMENT OF SALE [See rule-38]

This Agreement of Sale is made and executed on this the $_$	day of _	, 2023, by
and between:		

- 1. Sri. KAMARAJU NARENDRA KUMAR S/o Late. K. NAGABHUSHANA RAO, aged about 51 years, Occ. Business, R/o. #7, Praneeth Homes, Praneeth Nagar, Mallampet Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, T.S. (Aadhaar No:6305 0156 8298) (PAN: AIYPK1035F) . Hereinafter referred to as "Promoter-Owner No.1".
- **2. Sri. P. RAMANJANEYA RAJU S/o Late. SURYANARAYANA RAJU**, aged about 61 years, Occ. Business, R/o. H. NO. 21, Laxmigayatri Enclave, Samatha Nagar, Opp. MNR PG College, Kukatpally, Hyderabad–500072., (Aadhaar No: 4850 3543 6543) (PAN:AFTPR0861E) Hereinafter referred to as "Promoter-Owner No.2".

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- **3. Sri. MADHAVARAM SIVAIAH GARI SANDEEP RAO S/o Sri. MADHAVARAM SIVAIAH GARI KRISHNA RAO,** aged about 29 years, Occ. Business, R/o.5-3-437/2, Sheshadri Nagar, Venkatrao Colony, Community Hall Road, Kukatpally, Hyderabad-500072. (Aadhaar No: 2642 4393 8394) (PAN: DIVPM6031B) Hereinafter referred to as "Promoter-Owner No.3".
- **4. Sri. S. DINESH REDDY S/o. S. NARSI REDDY,** aged about 33 Years, Occ: Business, R/o. Villa No.185, Indu Fortune Fields, KPHB Phase-13, Kukatpally, Hyderabad-500072. (Aadhaar No: 7112 6468 5283) (PAN: BQVPR1967F) Hereinafter referred to as "Promoter-Owner No.4".

The Promoter-Owner No.1 to 4 are represented by their Development Agreement Cum GPA Holder:

M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED., (PAN: AACCV4975A) a Private Limited Company incorporated under the Indian Companies Act, 1956 having its Registered Office at Plot Nos. 40-42, Shutter No.9, 2-37/PR/1/B, Pranav Complex, Praneeth Nagar, Mallampet village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, T.S -500090., herein represented by its Director: Sri. S. DINESH REDDY (DIN: 07895486) S/o. S. NARSI REDDY, aged about 33 Years, Occ: Business. (Aadhaar No: 7112 6468 5283). (Vide registered Development Agreement Cum Irrevocable General Power of Attorney bearing Document No.35078 of 2022 dated: 30/12/2022, registered at S.R.O. Quthbullapur) Hereinafter

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referred to as "Promoter-Developer".

5. M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED., (PAN: AACCV4975A) a Private Limited Company incorporated under the Indian Companies Act, 1956 having its Registered Office at Plot Nos. 40-42, Shutter No.9, 2-37/PR/1/B, Pranav Complex, Praneeth Nagar, Mallampet village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, T.S -500090., herein represented by its Director :- Sri. S. DINESH REDDY (DIN: 07895486) S/o. S. NARSI REDDY, aged about 33 Years, Occ: Business. (Aadhaar No: 7112 6468 5283). Hereinafter referred to as "Promoter-Owner No.5/ Promoter-Developer".

The Promoter - Owner No. 1 to 5 are collectively referred to as the "Promoter-Owners"

Hereinafter referred to as the "Promoter-Owners/Promoter-Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its successors in interest, executors, assigns and administrators.

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

AND				
Mr	S/o. Mr	, aged about: Years, Occupation:		
Aadhaar No	, Pan No).			
R/o		•		
Hereinafter ca	illed as the "Allottee/s"	"/"Purchaser/s")		

Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors in interest and permitted assigns

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

Definitions:

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

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

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Whereas, Originally M/s. MORDRIL PROPERTIES (INDIA) PRIVATE LIMITED is an unlisted private company limited by shares incorporated under the Companies Act, 1956 (CIN: U45201TG2006PTC151267) having its registered offices at 3rd Floor, Aarka Prime, Plot No.797, Road No.36, Jubilee Hills, Hyderebad., is the sole and absolute owner and peaceful possessor of land admeasuring **Ac.5-00 Guntas**., in Survey No.**57**, situated at **BACHUPALLY Village**, Quthbullpur Mandal, (Now Bachupally Mandal) Ranga Reddy District (Now Medchal-Malkajgiri District), A.P (Now Telangana State)., having purchased under registered Sale Deed Document No.**27620 /2006**, Dated: 08/12/2006 registered at S.R.O. Medchal.

Whereas the above said M/s. Mordril Properties (India) Private Limited merged/amalgamated with M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED., (PAN:AACCV4975A) a Private Limited Company incorporated under the Indian Companies Act, 1956 (CIN:U45400TG 2007PTC054512) having its Registered Office at Plot Nos. 40-42, Shutter No.9, 2-37/PR/1/B, Pranav Complex, Praneeth Nagar, Mallampet village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, T.S -500090 (Promoter-Developer herein) vide its Letter Ref. No. 3/Tel/CP.No.32/RD(SER)/CAA-11/233/2021/5497 dated 14.02.2022 issued by Regional Director (South East Region) Hyderabad, Ministry of Corporate Affairs, Government of India read with corrigendum thereto vide its Letter Ref. No. 3/Tel/CP. No. 32/RD (SER)/CAA-11/233/2021/5956 dated 03.03.2022 and the same was validated by District Registrar, Medchal-Malkajgiri District, Vide File No. 10967/E/Adj/2022 Dated 29.12.2022.

Whereas the M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED (Promoter-Developer herein) has become sole and absolute owner and got every right and title in respect of the above said properties by way of merger/amalgamation as stated above.

Whereas the M/s. Venkata Praneeth Developers Private Limited, has sold land admeasuring 4840 Sq. Yards in Survey No.57 Situated at Bachupally Village and Mandal, Medhcal-Malkajgiri District, Telangana State, registered Sale Deed Document No.35077 of 2022 dated 30/12/2022 in the Office of the S.R.O. Quthbullapur to the Promoter-Owner No.1 to 4 herein. Since the M/s. Venkata Praneeth Developers Private Limited retains and in Possession of Land admeasuring 19360 Sq. yards in Survey No.57 from and out of above mentioned lands.

WHEREAS the Promoter-Owner No.1 to 4 are the absolute Owners and peaceful possessors of the land admeasuring **4840 Sq. Yards**, in Survey No.57, situated at Bachupally Village and Mandal, Medchal-Malkajgiri District, Telangana, having Purchased from M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED, by virtue of the Sale Deed Document No.35077 of 2022 dated 30/12/2022 in the Office of the S.R.O. Quthbullapur, Medchal-Malkajgiri District, Telangana.

WHEREAS the Promoter-Owner No.1 to 4 have entered into Development Agreement Cum Irrevocable General Power of Attorney with the Promoter-Developer namely M/s. Venkata Praneeth Developers Private Limited., in respect of the Land admeasuring **4840 Sq. Yards,** in Survey No.57, situated at Bachupally Village and Mandal, Medchal-Malkajgiri District, Telangana, vide registered Development Agreement Cum Irrevocable General Power of Attorney bearing Document No.35078 of 2022 dated 30/12/2022, registered at S.R.O. Quthbullapur.

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WHEREAS the Promoter-Developer has clubbed the above said own land admeasuring 19360 Sq. yards along with under taken development land 4840 Sq. yards thus comes to total land admeasuring 24200 Sq. yards for the purpose of Development of residential Apartments.

And the said Promoter-Developer i.e., M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED., has obtained permission for construction of residential Apartments to an extent 23231.98 Sq. Yards or 19424.9 Sq. Mtrs (Inclusive of Road affected area and Buffer area) in Survey No.57., situated at BACHUPALLY Village and Mandal, Medchal-Malkajgiri District, Telangana State., and the sanction has been accorded for construction of building permission for a residential Apartment/ Building permission for 4 Nos of Towers, Tower-1 with 3 Cellar + Ground + 14 Upper Floors, Tower-2, Tower-3, & Tower-4 with 2 Cellar + Ground + 14 Upper Floors and Amenities block with 2 Cellars + Ground + 7 Uppers Floors., and the application of the Developer vide Letter No: 035970 /MED/ R1/U6/HMDA/23052020 Date: 23-10-2021., Hyderabad Metropolitan Development Authority (HMDA) has granted the building permission for the project vide technical approval Letter No:035970/MED/R1/U6/HMDA /23.05.2020 dated 10.02.2022.

And the said Promoter-Developer i.e., M/s. Venkata Praneeth Developers Private Limited is constructing the Residential Apartments in Four (4) Towers i.e., Tower-1, Tower-2, Tower-3, Tower-4 and Club House on a total extent of **23231.98 Sq. Yards or 19424.9 Sq. Mtrs** (Inclusive of Road affected area and Buffer area) in Survey No.57., situated at **BACHUPALLY Village** and Mandal, Medchal-Malkajgiri District, Telangana State., and the said Project known as "**PRANEETH PRANAV SOLITAIRE**".

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

The Promoter-Developer vide Application No: 035970/MED/R1/U6/ HMDA/23052020 Date: 23-10-2021., Hyderabad Metropolitan Development Authority (HMDA) has granted the building permission for the project vide technical approval Letter No.035970/MED/R1/U6/ HMDA/23.05.2020 dated 10.02.2022.

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

The Promoters have applied for registration of the Project under the Provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on 01/08/2022 and got registration vide its Registration Certificate No. **P02200004832**.

That as per the said Development Agreement Cum Irrevocable General Power of Attorney bearing Document No.35078 of 2022 dated 30/12/2022 and registered Sale Deed Document No.27620 /2006, Dated: 08/12/2006 the scheduled property fell to the share of **PROMOTER-DEVELOPER**. i.e., M/s. VENKATA PRANEETH DEVELOPERS PRIVATE LIMITED.

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	with an intention to own property in an upcoming, like minded community had chase of an Apartment/Flat in the Project and has been allotted Apartment/Fla
	n Floor in Tower in with Plinth area of Sft (includes Carpe
	Sq. feet, verandahs, balconies and Utility area) and common area of
	Saleable area of Sq. Ft., including common areas along with
_	allotment No in Cellar and map is annexed herein and an undivided
	Sq. Yards out of 23231.98 Sq. Yards (inclusive of Road affected area and
Buffer area) (I	ereinafter referred to as " Schedule-B Apartment/Flat").
	e mutual rights and obligations detailed herein.
The Promoter share of units	have availed project finance from HDFC Limited, on the "Promoter-Developer
	reby confirm that they are signing this Agreement with full knowledge of all laws ons, notifications etc. applicable to the Project.
faithfully abid	elying on the confirmations, representations and assurances of each other to by all the terms, conditions and stipulations contained in this Agreement and also are now willing to enter into this Agreement on the terms and conditions einafter.
upon by and I	with the terms and conditions set out in this Agreement and as mutually agreed etween the Parties, the Promoters hereby agree to sell and the Allottee/s hereby ase the Schedule-B Apartment/Flat.
	ORE, in consideration of the mutual representations, covenants, assurances agreements contained herein and other good and valuable consideration, the state of the follows:
1. TERMS:	
to sel	t to the terms and conditions as detailed in this Agreement, the Promoters agree to the Allottee/s and the Allottee/s hereby agree/s to purchase the Schedule —Inent/Flat.
	tale consideration of Apartment/Flat based on the saleable area i
The "1	otal Price" break up and description is as follows:

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Tower Name :		_
Apartment/Flat No :		
Floor:		
Plinth Area in Square Feet : (a)	s	Sft
Carpet Area in Square Feet :	s	Sft
Proportionate common area in Square Feet (b)	s	Sft
Saleable area in Square feet: (including common areas) (a+b)	s	Sft
Car Parking No.		
Particulars	Amount In Rupe	es
Sale consideration of Apartment/Flat	R	₹s.
Add GST (at present applicable rate is 5%)	R	₹s.
Total Sale consideration of Apartment / Flat Inclusive of GST (A)	R	Rs.
Other charges (B)		
i) Legal and documentation charges Rs.15,000/- plus applicable GST 18%	17700.00 R	Rs.
ii) Maintenance charges for two (2) years from the date of occupation certificate @ Rs.72/- per Sq. ft. Plus applicable GST 18% = Rs.84.96/- per sft	R	₹s.
iii) Caution deposit Rs.25,000/- (Repayable after adjustments)	25000.00 R	Rs.
iv) Caution deposit Rs.10,000/- (Non-refundable)	10000.00 R	Rs.
v) Municipal water charges Rs.50,000/-	50000.00 R	Rs.
vi) Corpus Fund of Rs.50,000/- & Sinking Fund of Rs.10,000/- Payable to the Society.	60000.00 R	Rs.
Total amount of (B)	R	Rs.
TOTAL PRICE (C) = (A)+(B)	R	Rs.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoters towards the Apartment flat.
- (ii) A) The above mentioned Total Price (C) is Inclusive of GST
 - B) Stamp duty, registration fee and any other taxes/fee (other than GST) related to the registration of the property imposed by Central/State Government and Local authorities etc. are extra and shall be borne by the Allottee(s) as applicable at the time of execution of Sale Deed.
 - C) Maintenance and Caution deposit details are dealt hereunder Clause 11.
 - D) In case of levy of any new tax other than GST by the Central / State or local bodies, the same shall be charged extra and shall be paid by Allottee(s).

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- (iii) The Promoters shall periodically intimate in writing to the Allottee/s, the amount payable as stated in (i) and (ii) above and the Allottee/s shall make payment demanded by the Promoters within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment/Flat includes recovery of price of land, construction of (not only the Apartment/Flat but also the common areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and/or firefighting equipment and/ or other provisions related to fire (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement with in the Apartment/Flat and the Project; but shall not include the cost of the works, goods or services provided, over and above those agreed under this Agreement and as per separate or independent agreements or orders or those mentioned in clause 8.2 (vii).
- (v) As per the provisions of the Act, Sale Deed shall be executed for the plinth area only in favour of the Allottee/s and the proportionate common areas including undivided share of Said Land will be transferred to the Association by way of conveyance deed. However, as the Project commenced before the implementation of Act and in accordance with the then existing practice, Sale Deed will be executed on Saleable Area which includes common areas in favour of the Allottee/s. Allottee/s hereby covenants to transfer the exclusive rights of common areas to the Association
- 1.3 The Sale Consideration is escalation-free, save and except increases which the Allottee/s hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoters undertake and agree that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee/s, which shall be applicable on subsequent payments.

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

- 1.4. The Allottee/s shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5. The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 10% 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/s by the Promoters.
- 1.6 It is agreed that the Promoter Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities are described herein at **Schedule D** hereto (which shall be in conformity

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with the advertisement, prospectus etc., on the basis of which, the sale is effected) in respect of the Apartment/Flat without the previous written consent of the Allottee/s as per the provisions of the Act. Provided that the Promoters may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act on such terms as may be agreed. The Promoters shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of the Allottee/s shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoters, for which the Promoters shall not be liable after handing over.

- 1.7 The Promoters shall confirm the final carpet and saleable area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or saleable area. The Total Price payable for the carpet area or saleable area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area or saleable area then the Promoters shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area or the saleable area, which is not more than three percent of the carpet area or saleable area of Apartment/Flat, allotted to Allottee/s, the Promoters may demand that from the Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made by the Allottee/s at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to Para 9.3 and execution of conveyance, the Promoters agree and acknowledge, the Allottee/s shall have the right to the Apartment/Flat as mentioned below:
- (i) The Allottee/s shall have exclusive ownership of the Apartment/Flat;
- (ii) The Allottee/s shall have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall convey undivided proportionate title in the common areas to the association of Allottee/s after duly obtaining the completion certificate from the Competent Authority and only flat area will be conveyed to the Allottee/s, as provided in the Act;
- (iii) That the computation of the price of the Apartment/Flat includes recovery of price of land, construction of (not only the Apartment/Flat but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment/Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, window, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the Apartment/Flat and the project but not those provided over and above mentioned in this Agreement.
- (iv) The Allottee/s has the right to visit the project site to assess the extent of development of the Project and his/her Apartment/Flat, during visiting hours fixed by the Promoters,

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but the Allottee/s shall not cause any obstruction or hindrance to the work being carried on in the Project.

- 1.9 The Promoters agree to pay all outgoings before transferring the physical possession of the Apartment/Flat to the Allottee/s, which it has collected from the Allottee/s, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges,. If the Promoters fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability before transferring the Apartment/Flat to the Allottee/s, the Promoters agree 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.
- a) The Allottee/s shall be payable all the payments to the Promoter-Developer namely **VE PR D PL PRA PRANAV SOLITAIRE MCA ESC, Account type: Current account, Bank: HDFC**through cheque / DD / Online / pay-order / wire-transfer only and the original receipt (duly stamped & signed) shall be collected by the Allottee/s without fail.

b) The Allottee/s has/have paid a sum of Rs.______/- (Rupees ______ only) (towards sale consideration exclusive of GST) details as mentioned in Schedule – C:-

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

The balance "Total Price" shall be paid as mentioned in the agreement at the time of registration (or) at the time of handing over of the possession whichever is earlier.

1.11 The Post Dated Cheques will be used only in case the Allottee/s refuses to issue clearance to the bank to disburse installments, despite the Promoters attaining/completing the given landmark/milestone. The post-dated cheques will be returned to the Allottee/s

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- once, the respective instalment amount is released and the amount of such instalment is credited to the account of Promoters.
- 1.12 The Allottee/s is/are solely responsible for deduction of applicable TDS (at present TDS rate is 1%) on Total sales consideration payable to the Promoters and shall also be responsible for submitting the TDS Challan to Promoters in order to issue credit notes / receipts in this regards.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoters, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/C Payee cheque/demand draft/bankers cheque or online payment (as applicable) as mentioned above Clause No.1.10 (a) payable at Hyderabad. Provided, always that any intimation, reminder by SMS/Message/email to the registered phone number or email address of the Allottee/s shall be sufficient written demand of the instalments on the part of Promoters.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

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

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ APARTMENT/FLAT

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

7. POSSESSION OF THE APARTMENT/FLAT

7.1 Schedule for possession of the said Apartment/Flat:

The Promoters agree/s and understand that timely delivery of possession of the Apartment/Flat to the Allottee/s and the common areas to the association of allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter-Developer assures to handover possession of the Apartment/Flat to the Allottee/s and the common areas with all specifications, amenities, and facilities of the project to the Association of Allottee/s. The construction of Four (4) Towers i.e., Tower-1, Tower-2, Tower-3 and Tower-4 which will be completed by September-2025 with a grace period of 6 months i.e., March – 2026 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any court stay Government Order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment/Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the Agreement to be implemented. The Allottee/s agree/s and confirm/s that, in the event it becomes impossible for the Promoter-Developer to implement the project due to Force Majeure conditions, then this

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allotment shall stand terminated and the Promoters shall refund to the Allottee/s the entire amount received by the Promoters from the allotment within 90 days from that date. After refund of the money paid by the Allottee/s, the Allottee/s agree/s that he/ she shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION

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

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

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

7.4 Possession by the Allottee/s:

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

7.5 Cancellation by Allottee/s

The Allottee/s shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act: Provided that where the Allottee/s proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters herein is entitled to forfeit the booking amount paid for the allotment i.e., 10% of the sale consideration. The balance amount of money paid by the Allottee/s shall be returned by the Promoters to the Allottee/s within three months of such cancellation or at the time the Promoters are able to resell the said Apartment/Flat to another purchaser whichever is later, of such cancellation or on resale of the Apartment/Flat whichever is later.

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7.6 Compensation:

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

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS

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

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- viii) The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment/Flat which will any manner, affect the rights of Allottee/s under this Agreement;
- ix) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment/Flat to the Allottee/s and the common areas to the Association of the Allottee/s or the Competent Authority as the case may be;
- x) The Promoters have 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 registration of the said Apartment/Flat or completion certificate has been issued and possession of Apartment/Flat whichever is earlier, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the association of the allottee/s or the competent authority, as the case may be;
- 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 Promoters in respect of the Said Land and /or the Project except those disclosed in the title report.
- 8.2. The Allottee/s or his/her transferee/s himself/herself/themselves (with intention to bring all persons into whosoever hands the Apartment/Flat may come), hereby covenants with the Promoters as follows:
- i. To maintain the Apartment/Flat at the Allottee/s own cost in good and tenable repair condition from the date that of possession of the Apartment/Flat is taken and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Apartment/Flat is situated and the Apartment/Flat itself or any part thereof without the consent of the local authorities, if required and not to convert or misuse or impair or deface any common area or amenity or equipment.
- ii. Not to store in the Apartment/Flat any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment/Flat is situated or storing of which goods is objected to by the concerned local or other authority or other Co-Allottees /residents and shall take care while carrying heavy packages which may damage or likely to damage the roads, staircases, common passages or any other structure of the building in which the Apartment/Flat is situated, and in
 - case of any damage is caused to the building in which the Apartment/Flat is situated or the Apartment/Flat on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his/her own cost all internal repairs to the said Apartment/Flat and maintain the Apartment/Flat in same condition, state and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the building in which the Apartment/Flat is situated or the Apartment/Flat which may be contrary to the rules and regulation and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the

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Allottee/s shall be responsible for the consequences thereof to the concerned local authority or any other public authority.

- iv. Not to demolish or cause to be demolished the Apartment/Flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment/Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment/Flat is situated and shall keep the portion, sewers, drains and pipes in the Apartment/Flat and the appurtenances thereto in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment/Flat is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment/Flat without the prior written permission of the 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 Said Land and the building in which the Apartment/Flat is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment/Flat in the compound or any portion of the Said Land and the building in which the Apartment/Flat is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, his/her share of security deposit demanded by the concerned local authority and/or Government and /or other public authority, for giving water, electricity, Gas or any other service connection to the building in which the Apartment/Flat is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority or Government and or other public authority on account of change of user of Apartment/Flat by the Allottee/s for any purposes other than for purposes for which it is sold.
- ix. The Allottee/s shall observe and perform all the rules and regulation which the society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time or protection and maintenance of the said building and the Apartments/Flats therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment/Flat in the Building and shall pay and contribute regularly and punctually toward the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- x. Till a conveyance of the common areas, services and amenities of the building /Project in which Apartment/Flat is situated is executed in favour of Society/Limited Company /Association and till all the total built-up area/units are sold off, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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- xi. The Allottee/s hereby agreed that the Promoters and/or its nominees shall be entitled to the exclusive use, occupation and possession of the entire Ground Floor of the Club House comprising of an area of 3525 Sft & First Floor an area of 3525 Sft of the Club House and One Guest Room in 5th Floor of the Club House and its parking areas which is earmarked for the said allotments for their office or any other purposes which they intend and the maintenance charges of said allotment will be paid by the Promoters as per the rates fixed for residential flats/units by the Association/Society. The Allottee/(s)/Association/Society shall have no right or claim and/or interfere in any manner in above mentioned usage by the Promoters in the Club House along with the common amenities and premises. It is agreed that that the entitlement of the Promoters shall be perpetual in nature and shall be construed as a perpetual license to use and occupy the said areas along with full rights of exploitation over the same. The Allottee/s shall not be entitled to claim any right of usage or occupation in relation to the said document.
- xii. Common Service Lines such as water supply, electrical, communication, drainage may pass through within Apartment/Flat of the Allottee/s he/she shall allow/permit and co-operate with the Promoter-Developer/workmen/association to do maintenance work or repair the same to keep it in workable condition and the Allottee/s shall not raise any objection/restriction.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoters shall be considered under a condition of Default, in the following events:
- (i) Promoter-Developer fails to provide ready to move in possession of the Apartment/Flat to the Allottee/s within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, "ready to move in possession" shall mean that the Apartment/Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Promoter-Developer business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
- 9.2 In case of Default by Promoter-Developer under the conditions listed above, Allottee/s is/are entitled to the following:
- (i) Stop making further payments to Promoter-Developer as demanded by the Promoters. If the Allottee/s stops making payments, the Promoter-Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoters shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the Apartment/Flat, along with interest at the rate specified in the Rules within Ninety Days of receiving the termination notice:

Provided that where an Allottee/s does not intend to withdraw from the Project or terminate the Agreement, he/she shall be paid, by the Promoters, interest at the rate prescribed in the Rules,

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for every month of delay till the handing over of the possession of the Apartment/Flat which shall be paid by the Promoters to the Allottee/s within ninety days of it becoming due.

- 9.3 The Allottee/s shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee/s fails to make payments for two consecutive demands made by the Promoters as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/s shall be liable to pay interest to the Promoters on the unpaid amount at the rate prescribe in the Rules.
- (ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond two consecutive months after notice from the Promoters in this regard, the Promoters may cancel the allotment of the Apartment/Flat in favour of the Allottee/s and refund the amount money paid to him/her by the allottee/s by deducting the booking amount i.e. 10% on sale consideration of the Apartment/Flat and the interest liabilities, + Service Tax / GST paid to the Government + Interest accrued during the non-payment of Instalments as per the Payment Plan and this Agreement shall thereupon stand terminated. Provided that the Promoters shall intimate the Allottee/s about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoters within a period of ninety days after termination or the date on which the Promoters are able to resell the Apartment/Flat to another Purchaser/s, whichever is later.

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- (iii) In case the Allottee/s, unable to make payments as per payment schedule, makes or posts on public domain, any false allegations or accusations or otherwise defames the Promoters causing any loss or injury to the business, reputation or good will of the Promoters.
- (iv) If the Allottee/s indulges in speculative booking and transfers or assigns the allotment to the third party without prior written consent of the Promoters.

10. CONVEYANCE OF THE SAID APARTMENT/FLAT

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

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

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

A. The Promoters reserve the right to maintain the common areas of the community for an initial One year from the date of commencement of pre-paid maintenance or as long as Association/Society take over the maintenance of premises whichever is earlier. The commencement date will be intimated and informed either by the Promoter-Developer or its nominee. The Allottee/s hereby agree to pay an amount of Rs.72/- per Sq. Ft (GST of 18% extra) for the total Saleable area as maintenance charges for maintenance of common areas for a period of 2 year (to be paid to Promoter-Developer on demand, normally '1' month before handing over of Schedule B Apartment/Flat). During the execution of interiors, the Allottee/s hereby agrees to pay charges of Rs.3,000/- (plus applicable taxes if

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any)- towards fixed electricity charges per month till individual electricity meter is installed; All these payments shall be made to the Promoter-Developer or their nominee in the form of caution deposit of Rs.25,000/- which will be collected along with maintenance charges. The caution deposit amount will be refunded after due adjustments once the residing starts in the scheduled property.

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

C. SCOPE OF MAINTENANCE

- (I) The following services covers under pre-paid maintenance charges
 - a. Security Services.
 - b. Housekeeping and upkeep of all Common Areas (club house excluded).
 - c. Daily Collection and Disposal of household Garbage
 - d. Attending Plumbing Complaints outside of individual Apartment/Flats.
 - e. Attending Electrical Complaints outside of individual Apartment/Flats.
 - f. Electricity Charges for water pumping, common amenities, utilities and services (club house excluded).
 - g. Lighting of Common Areas.
 - h. Maintenance of Landscaping in the common areas.
 - i. Operation and Maintenance of Sewerage Treatment Plant.
 - j. Operation and Maintenance of lifts.
 - k. Operation and Maintenance of Electrical Transformers, Switchgear Panels, MV Panels, VCBs, ACBs, Earth Pits, Common supply Panels, Lighting Panels, Solar Power and Cable Network.
 - I. Operation and Maintenance of DG Sets (excluding fuel charges) and Electrical installations.
 - m. Maintenance of Solar Fencing.
 - n. Gardening and maintenance of play areas.
 - o. Rodent and Pest Control (whenever need is felt) including fogging in Common Areas.
 - p. Software portal management.
- (II) The following maintenance charges are levied to individual Allottee/s based on the actual consumption
 - a. Gym, Guest Rooms and Banquet hall etc., charges shall be borne by Allottee/s based on usage and the tariff will be finalized once its operational.
 - b. At the end of the second year, the AMC charges for DG Sets, Lifts, Motors, pumps and other installations for water supply and STP etc., shall be borne by the Allottee/s equally.
 - c. Expenses for Diesel for the DG Power units consumed in Apartment/Flats/ common amenities shall be borne equally by the Allottee/s.
 - d. Allottee/s shall bear the cost in proportion to their consumption for the quantity of water purchased from outside sources.

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e. To improve the quality of services, Promoter-Developer during their period of maintenance may engage third party software portals through which the guidelines, rules and regulations from time to time and post-maintenance charges will be conveyed. The Allottee/s shall be paying through the online portal gateway and additional charges if any that are levied by the portal.

During the period of maintenance undertaken by Promoters, in the interest of the community, Promoters reserve exclusive right to appoint the various service providers for the given amenities (such as Security services, facility management, internet service, cable to network services etc.,) including the duration of such appointment limited to two (2) year or the period of maintenance undertaken by Promoters whichever is later. The Allottee/s hereby agree/s to abide by the rules in the interest of the community framed by Promoters during their period of maintenance. However even after the Association takes over the maintenance, the Allottee shall abide by the bye-laws of the society and shall be liable for all such rules and regulations mentioned in the bye-laws and shall support all such amendments proposed by Association to the bye-laws from time to time.

The Promoter-Developer shall be responsible to provide and maintain essential services in the Project from the commencement of two (2) year maintenance period (The date of commencement of maintenance period shall be reckoned as the date of occupation issued by competent authority or as mentioned in Clause 11.A whichever is earlier) and the cost of such maintenance shall be borne by the Promoters and Allottee/s, proportionate to the Apartment/Flats in their respective occupation. After the expiry of two (2) year maintenance periods the Association/Society shall take over maintenance of essential services from the Promoters. The facilities like club house and service connections like water and sewerage supply, which are common to the entire Project undertaken in phases, shall be jointly maintained by the Promoters and Association till the entire Project is completed. The club house and its services shall be subject to user charges as may be fixed by the management of the Club House or as the case may be the service provider, from time to time.

All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical, or electronic equipment STP, etc shall always be covered by appropriate annual maintenance agreements and insurance agreements with authorized service providers and the cost of such AMC and insurance shall be part of the maintenance charges payable by the Occupants. Unless the possession is delivered to the Allottee/s, the Promoters shall be the occupant in respect of any Apartment/Flat and the Association and all its members including Allottee/s shall abide by such agreements.

12. DEFECT LIABILITY

- 1. It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter-Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter-Developer failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 2. Notwithstanding anything contained in the above clause, the Promoter-developer shall not be liable in the following cases:

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- Equipment (lifts, generator, motors, STP, transformers, gym equipment etc.,) which carry
 manufacturer's guarantees for a limited period. The Promoters shall transfer manufacturers"
 guarantees/warranties to the Allottee/s or association of allottee/s as the case may be.
 Thereafter, the association/society shall take annual maintenance contracts with the suppliers.
- Fittings related to plumbing, sanitary, electrical, hardware etc. having natural wear and tear.
- Allowable structural and other deformations including expansion quotient.
- The terms of work like painting etc., which are subject to wear and tear.
- Any branded inputs or fixtures or services of any third party or those mentioned in the schedule-D / as per clause 1.6.
- 3. The Allottee/s shall maintain the Apartment/Flat in good tenantable conditions and carry out the internal repairs for the upkeep of the Apartment/Flat. The association of the Allottee/s or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Promoter-Developer shall always be subject to proper maintenance and upkeep of the Apartment/Flat/services and amenities by the Allottee/s or the association of the Allottee/s as the case may be.

13. RIGHT TO ENTER THE APARTMENT/FLAT FOR REPAIRS

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "Praneeth Pranav Solitaire" shall be earmarked for purposes such as parking spaces and services including electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee/s shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those for purpose earmarked, and the same shall be reserved for use by the association of Allottee/s formed by the Allottee/s for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/FLAT

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

15.2. The Allottee/s further undertake/s, assure/s and guarantee/s that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the

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face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/s shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design and shall not make any fixtures or boards which may deface the exteriors. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the common passages or staircase of the Building. The Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Apartment/Flat.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

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

17. ADDITIONAL CONSTRUCTIONS

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

18. MORTGAGE OR CHARGE

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

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

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

- a). With respect to a real estate project, the Promoters shall submit an application to the Registrar of Societies for Registration of Association of 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 percent of the total Allottees in such a project have taken possession and the Promoters have received the full consideration from such Allottee/s. All the Allottee/s on payment of full consideration shall become members of such Association of Allottee/s formed by the Promoters.
- b). If the Promoters fail to form the Association of Allottee/s, the Authority shall by an order direct the Promoters to apply for formation of such association or may authorize the Allottee/s to apply for formation of the said Association.
- c). Notwithstanding any other rule, after conveying title to the Association of Allottee/s under Section 17, the Promoters shall continue to have the rights and entitlement to advertise, market,

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book, sell or offer to sell or allot to person to purchase any Apartment/Flat which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee/s without any restriction or entry of the building and development of common areas.

- d) Till a formal Society is formed, the Promoter-Developer will encourage and initiate the formation of Ad hoc managing committee for the society on the following lines.
 - i) The formation of the Ad hoc committee will be initiated as soon as the 1/4th flats are handed over by the Promoter-Developer to the Allottee/s.
 - ii) Promoter-Developer will convey the initiation to form an Ad hoc committee to all the Allottee/s (Sold both by Promoter-Developer and Promoter-Owners) inviting their nomination for the Ad hoc committee office bearers within the last date which will be conveyed along with.
 - iii) Once the interested Allottee/s gives their names, Promoter-Developer will intimate to the interested contestants/candidates about the date and venue for the Ad hoc committee formation meeting.
 - iv) Promoter-Developer shall oversee and organize the Ad hoc committee formation on the date and venue of the meeting, in electing the required office bearers (viz., President, Vice President, Secretary, Joint Secretary, Treasurer and 4 Executive members) preferably by consensus among the contestants. If any of the positions are not decided by consensus, then it will be decided by secret voting.
 - v) Once the Ad hoc committee is formed it will be conveyed to all the Allottee/s and the committee starts functioning and initiates the process of registering themselves as a co-operative society. They will act as the representatives of all the Allottee/s as on date, conduct /interact with the Allottee/s in matters concerned with only the common installations and areas of the project till a regular committee is formed through the General body meeting after the registration of society has taken place.

The Promoter-Developer shall coordinate in the process of registration of the society and help in formation of a regular committee after due process. The Ad hoc committee is represented by President and / or Secretary shall be the ones interacting with Promoter-Developer regarding the day-to-day activities of the maintenance of the Project related to common areas.

20. BINDING EFFECT

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

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21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondence, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/Flat, as the case may be.

22. RIGHT TO AMEND

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE

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

25. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee/s has/have 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/Flat bears to the total saleable area of all the Apartment/Flats in the Project.

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27. FURTHER ASSURANCES

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

28. NOT TO ALTER THE PROJECT NAME:

The Allottee(s)/Society/Association shall not alter or subscribe to the alteration of the name of 'Praneeth Pranav Solitaire' and also names of Towers, viz., Tower-1, Tower-2, Tower-3, Tower-4 and Club House in the Said Land and not to alter the names assigned to the premises therein.

29. PLACE OF EXECUTION

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

30. NOTICES

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

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

It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address/email by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be. The parties may agree on any other convenient mode of written communication including whats app/sms to the registered phone number.

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31. JOINT ALLOTTEES

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

32. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the allottee/s, in respect of the Apartment/Flat before this agreement, shall not be construed to limit the rights and interests of the Allottee/s under the Agreement for Sale or under the Act or the rules or regulations made there under.

33. GOVERNING LAW

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

34. DISPUTE RESOLUTION

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

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

WITNESSES:

1.

2.

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Schedule "A" - Description of the Said Land

All that Land admeasuring **23231.98 Sq. Yards or 19424.9 Sq. Mtrs** (inclusive of Road affected area and Buffer area)in Survey No.57., situated at **BACHUPALLY Village** and Mandal, Medchal-Malkajgiri District, Telangana State and bounded by

NORTH : 150' wide main Road

SOUTH : Project Land

EAST : Neighbouring Properties

WEST : Survey No.57/Part

Schedule "B" - Description of the Apartment/Flat

All that Part and Pa	arcel of Apart	tment/Flat No	in	Floo	r in To	wer with
Plinth area of Sft (includes Carp	pet area of	Sq. 1	feet, veran	dahs, k	alconies and
Utility area) and common	area of	Sft totalling to	Saleable	area of		Sq. Ft.,
including common areas a	long with	Car Parkin	g its allotr	ment No		in Cellar
and map is annexed and a	n undivided s	hare of land	Sq. Ya	ards out of	23231	.98 Sq. Yards
(inclusive of Road affected	area and Buf	fer area) to be c	onstructed	d, in Survey	No.57	., situated at
BACHUPALLY Village and	Mandal, Me	dchal-Malkajgiri	District,	Telangana	State,	the project
named as "Praneeth Pran	av Solitaire",	and bounded by	<i>'</i>			
NORTH	:					
SOUTH	:					
EAST	:					
WEST	:					

Schedule "C" Paid details towards Sales Consideration of % details as shown below:

SL #	Payment Date	Payment Type	Bank	Receipt Amount	GST	Total Received
1						
2						
3						
4						
5						
6						
		Total				

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Payable/ Balance Sales Consideration of % (Payment Plan)

SI. No	Stage of the construction to remit the amount	Payable % of the sale consideration
1	Differential Advance / Agreement of Sale Payment	% + GST
2	Upon completion of the Ground Floor Slab of the Concerned flat Tower.	10% + GST
3	Upon completion of 3 rd Floor Slab of the Concerned flat Tower.	10% + GST
4	Upon completion of 6 th Floor Slab of the Concerned flat Tower.	11% + GST
5	Upon completion of 9 th Floor Slab of the Concerned flat Tower.	11% + GST
6	Upon completion of 12 th Floor slab of the Concerned flat Tower.	11% + GST
7	Upon completion of 14 th Floor slab of the Concerned flat Tower.	11% + GST
8	Upon completion Flooring of the Concerned Flat/Unit.	11% + GST
9	At the time of registration (or) at the time of handing over of the possession whichever is earlier	5% + GST
	Total	100% + GST

Schedule 'D' - Specifications

FRAMED STRUCTURE

RCC framed structure to withstand wind and seismic loads Zone II.

SUPER STRUCTURE

Machine made CC blocks in cement mortar; external walls of 8'/6" thick and internal walls of 4" thick.

PAINTING

- a. Interior: Lappam Finish, two coats of acrylic emulsion paint (ASIAN /BERGER/ICI or equivalent) over a coat of primer.
- b. Exterior: Textured finish and two coats of Exterior Emulsion paint (Weather proof) (ASIAN/BERGER or equivalent)

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FLOORING AND DADO CLADDING

- a. Living /Dining, Bed rooms & Kitchen: 800mmX800mm vitrified tile flooring (Vermora/ Nitco/ Johnson/ Asian or equivalent)
- b. Bathroom and Utility: Anti-Skid Ceramic tiles.
- c. Parking Area: VDF flooring in Cellar
- d. Utility: Glazed ceramic tile dado up to parapet wall height tile flooring.
- e. Toilets: Designer ceramic tile dado upto 7' height.
- f. Lifts: Designer cladding with tile/granite.

FIRE AND SAFETY

As per fire safety norms and as per the conditions specified by fire authority.

DOORS & WINDOWS

Main Door: Solid/Engineered wood frame & Flush door shutter with natural veneer of "ALEGRIA" make by Praneeth Innovatives (Aesthetically finished with melamine spray polish) or equivalent with designer hardware of reputed make

Internal Doors: Engineered wood frame and Flush door shutters of "ALEGRIA" make by Praneeth Innovatives or equivalent with standard hardware.

French Doors: UPVC glazed sliding doors of "ALEGRIA" make by Praneeth Innovatives or equivalent

Windows: UPVC sliding windows with plain glass with mosquito mesh of "ALEGRIA" make by Praneeth Innovatives or equivalent.

Staircase & Balcony Railings will be provided with Mild Steel.

PLUMBING & SANITARY

- a. Water supply: Astral/Ashirvad CPVC piping or equivalent for water supply.
- b. Drainage: Astral/Ashirvad PVC/SWG sanitary piping sewerage line will be of PVC.
- c. Toilets: EWC wall mounted and wash basin in all toilets (Kohler/Jaquar or equivalent) shower (Kohler/Jaquar or equivalent) with chrome plated fittings (Kohler/Jaquar or equivalent).
- d. Provision for Geyser. STP treated water provision for soft-scaping areas and flushing in toilets.

TELECOMMUNICATIONS, CABLE TV AND INTERNET

- a. Provision for TV connection in Hall/living & Master bedroom
- b. Provision for Internet connection in Hall/Living.

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KITCHEN

Provision for water in and out points for domestic use and R.O, remaining appurtenances in owner's scope.

ELECTRICAL

Concealed conducting with copper fire retardant low smoke (FRLS) wiring with modular switches conforming to BIS.

- Concealed wiring (Polycab/Havells/Anchor/RR Cable or equivalent)
- Power outlet for air conditioning in all bedrooms and hall/dining. Core cutting charges will be charged extra.
- Power outlet for exhaust fan in all toilets.
- Power sockets for R.O., cooking range, chimney, refrigerator, microwave oven and mixer grinders in kitchen.
- Modular switches/sockets of Anchor Roma/Legrand or equivalent make.
- Three phase supply for each flat with individual meters boards tapped from common LT/HT metering and DG backup for lights & fans.
- MCB's for each circuit provided at the main distribution board in every flat of Siemens/Legrand or equivalent.
- Power plug for Washing machine/ Dishwasher in Utility area.

ELEVATORS/LIFTS

Passenger Lifts, Specification: High speed automatic passenger lifts of OTIS/Kone or equivalent make with group control and ARD with V3F for energy efficiency with power backup.

POWER BACKUP

Back up Kirloskar/Cummins/Mahindra or equivalent for common areas and Club House.

EXTERNAL LIGHTING

LED light posts with lamp fittings, at setback and Landscaping areas and lights in staircase and corridor areas.

SEWAGE TREATMENT PLANT

A Sewage Treatment Plant of adequate capacity as per norms will be provided inside the project, treated sewage water will be used for the landscaping and flushing purpose.

SECURITY/BMS

- Sophisticated round-the-clock security/ Surveillance System at required locations as per the design.
- Panic button is provided in the lifts connected to the security room.

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GAS SUPPLY

• Piped gas supply directly to the kitchen.

CLUB HOUSE AMENITIES (excluding Ground and First Floor)

- Second Floor to Seventh Floor :
 - a. Banquet Hall
 - b. Indoor Games (Caroms, Table Tennis, Chess) & A.C GYM
 - c. Provision for Aerobics / Yoga, Creche, Saloon/SPA
 - d. 3 Furnished Guest Rooms (Out of which one Guest Room is retained by the Promoter-Developer), Gentleman Room/ Multipurpose Room

X.....

- e. Multipurpose Hall, Cafeteria
- f. Mini Theater, Home Office

OUT DOOR AMENITIES

- Stylish Entrance & Exit Gate
- Lawn Areas
- Walkway
- Kids Play Area
- Box Cricket Area
- Half-basketball court
- Seating Deck
- Swimming pool
- Compound Wall with Solar Fencing

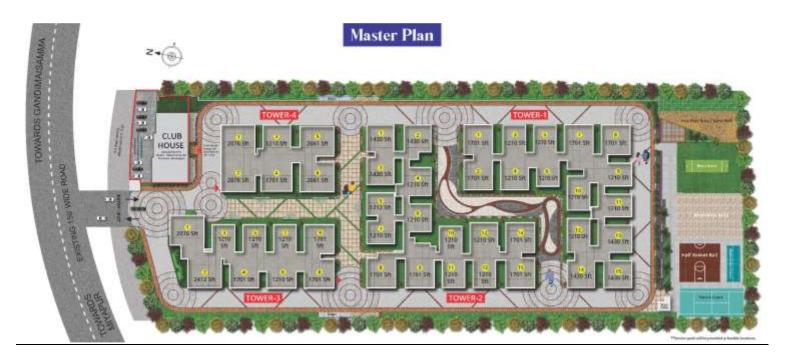
WITNESSES:

1.

2.

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ANNEXURE-LAYOUT



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