AGREEMENT FOR SALE

This	Agreement of	Sale ("Agreement") is made and execute	ed on this the	e da	y
of	, 20	_ at Hyderabad, by:			

- 1. Sri. G. MADHUSUDHAN (PAN: ACAPG2515J; Aadhaar No.2609 9201 0777), S/o Late G. SATHAIAH, aged about 50 years, Occ: Business, O/a 108/2, Millenia Building, 1st Main, MSR Layout, Outer Ring Road, Marathahalli, Opp. Innovative Multiplex, Behind Bhagini Restaurant, Bangalore, Karnataka-560037.
- 2. Sri. KALAKUNTLA VENKATA RAMA RAO (PAN: AGEPK3341E; Aadhaar No.3578 3175 5325), S/o Sri. K. GOPAL RAO, aged about 54 years, Occ: Business, R/o H. No.8-2-293/82/A, Plot No.1057, Road No.52, Jubilee Hills, Hyderabad, Telangana-500033
- **3. Sri. A. PRAVEEN (PAN: ACOPA7454Q; Aadhaar No.2375 6900 0864)**, S/o A.VENKATASWAMY, aged about 47 years, Occ: Business, R/o Flat No.1701, 'C' Tower, MY HOME ABHRA, In-Orbit Mall Road, Madhapur, Serilingampally Mandal, Ranga Reddy District, Telangana State-500081.
- **4. Sri. THERATIPALLY PAVAN KUMAR (Aadhaar No.9462 1943 8533)**, S/o T. VENKATAIAH, aged about 54 years, Occ: Business, R/o 16-2-742/D, Sahithi Nilayam, Venkatadri Nagar, Asman Gadh, Malakpet, Amberpet, Hyderabad, Telangana 500036.
- **5. Sri. THERATIPALLY RAVI KUMAR (Aadhaar No.6181 5839 4982)**, S/o T. VENKATAIAH, aged about 47 years, Occ: Business, R/o 16-2-742/D/1, Venkatadri Nagar, Asmangadh, Malakpet, Hyderabad, Telangana 500036.
- **6. Smt. PREETI GUPTA** (**Aadhaar No.9247 8310 5080**; **PAN: ABMPM7172Q**), W/o SANJAY KUMAR GUPTA, aged about 43 years, Occ: Housewife, R/o 16-2-752/52, Plot No.36, SBH Colony, near Padmavathi Kalyana Mandapam, Sripuram Colony, Saidabad, Hyderabad, Telangana-500036.
- 7. Smt. CHETANA GUPTA (Aadhaar No.7053 3318 0051; PAN: ADFPK3432L), W/o AVINASH KUMAR GUPTA, aged about 43 years, Occ: Housewife, R/o 16-2-752/52, SBH Colony, Gaddiannaram, Hyderabad, Telangana-500036.
- 8. Sri. RAVINDER KUMAR AGRWAL (Aadhaar No.4024 3535 8774; PAN: ABLPA2870J), S/o Late RAM KISHAN AGARWAL, aged about 56

- years, Occ: Business, R/o 4-6-90/2/C/PC, Villa No.27, Pearl County, Attapur, Rajendranagar, Rangareddy District, Telangana -500048.
- 9. Sri. CHIRAG AGRWAL (Aadhaar No.4308 1843 1604; PAN: ECOPA6771G), S/o RAVINDER KUMAR AGRWAL, aged about 19 years, Occ: Business, R/o 4-6-90/2/C/PC, Villa No.27, Pearl County, Attapur, Rajendranagar, Rangareddy District, Telangana-500048.
- 10. M/s. DIVA CREATORS (PAN: AARFV1345G) a Partnership Firm incorporated under the provisions of The Indian Partnership Act, 1932, vide Registration Serial No.2941 of 2018 having its Registered Office at 19-1-918/4, 1st Floor, Bahadurpura Road, Puranapul, Bahadurpura, Hyderabad, Telangana-500030., Represented by its Designated Partner Sri. PRADEEP AGARWAL (Aadhaar No.3645 2795 5561), S/o late. Sri GOPAL AGARWAL, aged about 39 years, R/o Villa No.6, Pearl County, Rambagh, Attapur, Rajendranagar, Rangareddy District, Telangana-500048.
- 11. M/s. VATTAM STEELS LLP (PAN: AARFV1345G) a Limited Liability Partnership Firm incorporated under the provisions of The Limited Liability Partnership Act, 2008, vide Identification No.AAN-3314 having its Registered Office at #8-13-92/2/B/5, Hassan Nagar Beside Janata Petrol Pump, Mailaradevpally, Rajendra Nagar, Rangareddy, Hyderabad, Telangana-500030., Telangana-500034., Represented by its Designated Partner Ms. VATTAM SMRITHI (DPIN: 09235599, Aadhaar No.6702 9740 7014), D/o Mr. VATTAM MAHESH, aged about 23 years, R/o 16-2-705/1/10, Professors Colony, Malakpet, Amberpet, Hyderabad, Telangana State- 500036.
- **12. Sri. TADAKAMALLA VISHNU MURTHY (PAN: ACDPT1298C; Aadhaar No.2505 3545 8180),** S/o Late TADAKAMALLA EASHWARAIAH, aged about 66 years, Occ: Business, R/o H. No.11-7-57/102, Flat No.102, Sree Nilayam, HUDA Complex, Saroornagar, Rangareddy, Telangana-500035.

All represented by their Development Agreement—cum-Irrevocable General Power of Attorney Holder M/s. SUMADHURA INFRACON PRIVATE LIMITED (CIN: U45200KA2012PTC062071; PAN: AAQCS9641A), a company incorporated under the provisions of The Companies Act, 1956, having its registered office at 108/2, Millenia Building, 1st Main, MSR Layout, Outer Ring Road, Marathahalli, Opposite Innovative Multiplex, Behind Bhagini Restaurant, Bangalore, Karnataka-560037 and its site office at Door No.8-2-2293/82/A/1, Plot No.1131, 2nd Floor, Pillar No.1639, Road No.36, Jubilee Hills, Hyderabad, Telangana-500033, Represented by its Vice-Chairman and Authorized Signatory Sri. K.V. RAMA RAO (DIN: 00391668; Aadhaar No.3578 3175 5325), S/o. Sri. K. GOPAL RAO, aged about 54 years.

(Hereinafter referred to as the **OWNERS/VENDORS**)

M/s. SUMADHURA INFRACON PRIVATE LIMITED (CIN: U45200KA2012PTC062071; PAN: AAQCS9641A), a company incorporated under the provisions of The Companies Act 1956, having its registered office at 108/2, Millenia Building, 1st Main, MSR Layout, Outer Ring Road, Marathahalli, Opposite Innovative Multiplex, Behind Bhagini Restaurant, Bangalore, Karnataka-560037 and having its site office at Door No.8-2-2293/82/A/1, Plot No.1131, 2nd Floor, Pillar No.1639, Road No.36, Jubilee Hills, Hyderabad, Telangana-500033, Represented by its Vice-Chairman and Authorized Signatory Sri. K.V. RAMA RAO (DIN: 00391668; Aadhaar No.3578 3175 5325), S/o. Sri. K. GOPAL RAO, aged about 54 years.

(Hereinafter referred to as "PROMOTER/DEVELOPER)

IN FAVOUR OF

Mr	(PAN:	, Aadhar No),W/o. Mr
	, aged about	years, Occupation	·
Residents of :			·
(Herei	nafter referred the	VENDEE(S)/ ALLOTTEE/S)

The expressions "VENDOR(S)", "VENDEE(S)/ ALLOTTEE/S" and "DEVELOPER/ PROMOTER" wherever it appears in this context shall mean and include his/her/their/its respective legal heirs, successors-in-interest, legal representatives, executors, administrators, permitted assignees, etc.

All the parties to this Deed of Conveyance being **DEVELOPER/PROMOTER/VENDOR(S)** and **VENDEE(S)/ ALLOTTEE/S** are hereinafter collectively referred to as the "Parties" and sometimes individually referred to as "Party".

The terms **DEVELOPER/PROMOTER** and **OWNER(S)/VENDOR(S)** shall mean the Transferor and the term **VENDEE(S)/ ALLOTTEE/S** shall mean the Transferee.

DEFINITIONS CLAUSE:

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

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- **b)** "Appropriate Government" means the Government of Telangana;
- c) "Rules" means Telangana Real Estate (Regulation and Development) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- **d)** "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016/Rules 2017;

- e) "Section" means a section of the Act/Rules.
- f) "Saleable Area" includes Carpet Area plus veranda/balcony/terrace area which are exclusively meant for the Allottee/s plus the proportionate share of Common Areas and any other area as agreed between the Promoter/Developer and Allottee/s in the agreement of sale for which a proportionate cost has been collected from the Allottee/s:

WHEREAS;

A. TITLE TRACING

a) The LAND OWNER No.1 Purchased total land admeasuring Acres 5-20 Guntas comprising of Ac 1-36 Gts in Sy. No.5/\omega/2; Ac 0-34 Gts in Sy. No. 6/\omega/2; Ac 1-35 Gts in Sy. No. 5/\omega/3 and Ac 0-35 Gts in Sy. No. 6/\omega/3 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State under Regd. Sale Deed bearing Document No.1439/2006, dated: 30.01.2006 and Regd. Sale Deed bearing Document No.14246/2005, dated: 29.12.2005. Both sale deeds are registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.

Subsequently, the LAND OWNER No.1 sold land admeasuring **Acres 0-20 Guntas** in Sy.No.6/\omegas/2/2 (out of **Acres 5-20 Guntas**) situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State **in favour of one Mr.Venu**. Thereafter, The LAND OWNER No.1 applied to concerned revenue authorities for conversion of the aforesaid land from agricultural land to non-agricultural land as per the provisions of the Telangana Non-Agricultural Lands Assessment (NALA) Act and the same was processed vide Proceedings No.2100873069, dated: 20.09.2021., and thus the LAND OWNER No.1 is the absolute owner and peaceful Possessor of land to an extent of **24,200 Sq. yards** in Sy. Nos. 5 & 6 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State.

Later, the LAND OWNER No.1 sold land admeasuring **6,534 Sq. yards** in Sy. No.5/\omega/2 situated at Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District., in favour of the **Land Owner Nos.6 to 10** herein.

AND Thus, The LAND OWNER No.1 became the absolute owner and peaceful Possessor of land to an extent of **17,666 Sq. yards** in Sy.No.5/\omega/2; Sy.No.5/\omega/3 \omega; Sy.No.6/\omega/2/1 & Sy.No.6/\omega/3 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State.

b) The LAND OWNER No.2 is the absolute owner and peaceful Possessor of land admeasuring Ac 1-09 Gts comprising of Ac 0-35 Gts in Sy. No. 5/\end{aligned}/2

and Ac 0-14 Gts in Sy. No. 6/⊕/2 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, having purchased the same under Regd. Sale Deed bearing Document No.664/2006, dated: 17.01.2006 registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.

Thereafter, The LAND OWNER No.2 applied to concerned revenue authorities for conversion of the aforesaid land from agricultural land to non-agricultural land as per the provisions of the Telangana Non-Agricultural Lands Assessment (NALA) Act and the same was processed vide Proceedings No.2100872749, dated: 20.09.2021.

AND Thus, The LAND OWNER No.2 has become the absolute owner and peaceful possessor of total land admeasuring **5,929 Sq. yds** comprising of 4,235 Sq. yds in Sy.No.5/\omega/1/3 and 1,694 Sq. yds in Sy.No.6/\omega/1/3 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District and has been in continuous possession and enjoyment of the property as absolute owner since the purchase.

- c) The **LAND OWNER No.3** is the absolute owner and possessor of land admeasuring **4,144.25 Sq. Yards** comprising of 1,210 Sq. yds in Sy.No. 5/\omega/1/2/1; 151.25 Sq. yds in Sy. No.5/\omega/1/1/1/1 & 1,210 Sy. yds in Sy. No.6/\omega/1/1 and 1,573 Sq. yds Sy. No.5/\omega/1/1/1/2 situated at situated at Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, having purchased the same under registered Sale Deed Doct. No.8796/2021, dt.03.11.2021, registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District, which was later rectified under a registered Rectification Deed bearing Doct. No.7009/2022, dt.17.06.2022, registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.
- d) The LAND OWNER No.4 and another, jointly purchased land admeasuring Ac 1-20 Gts comprising of Ac 1-00 Gts in Sy. No. 5/⊕/1 and Ac 0-20 Gts in Sy. No. 6/⊕/1 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State., under Regd. Sale Deed bearing Document No.665/2006, dated: 17.01.2006 registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.

Later, the LAND OWNER No.4 and another jointly executed sale deed conveying land admeasuring **Ac. 0-38.75 Guntas in** Sy. No.5 situated at Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State., in favour third parties under different sale deeds. Thereafter, the LAND OWNER No.4 applied to concerned authorities for conversion of land from agricultural land to non-agricultural land as per the provisions of the Telangana Non-Agricultural Lands Assessment (NALA) Act and the same was processed vide Proceedings Nos.2100873209, dated: 20.09.2021.

Thus, The LAND OWNER No.4 is the absolute owner and peaceful Possessor of land admeasuring **1724.25 Sq. yards** comprising of 514.25 Sq. yards in Sy. No.5/\omega/1/2/1 and 1210 Sq. yards in Sy. No.6/\omega/1/2 situated at Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State.

e) The LAND OWNER No.5 purchased total land admeasuring Ac. 0-11.5 Guntas comprising of Ac. 0-05.75 Guntas Sy. No.5/\omega=/1/1 and land admeasuring Ac. 0-05.75 Guntas Sy. No.5/\omega=/1/2 both situated at Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District under registered Sale Deed Doct. No.119/2021, dt.28.01.2021 and registered Sale Deed Doct. No.118/2021, dt.28.01.2021 respectively. Both sale deeds were registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.

Subsequently, The LAND OWNER No.5 applied to concerned revenue authorities for conversion of the aforesaid land from agricultural land to non-agricultural land as per the provisions of the Telangana Non-Agricultural Lands Assessment (NALA) Act and the same was processed vide Proceedings No.2100873433, dated: 20.09.2021.

Thus, the LAND OWNER No.5 became the absolute owner and possessor of land admeasuring **1,391.5 Sq. yds** comprising of 695.75 in Sy. No.5/\omega/1/1/2 and 695.75 in Sy. No.6/\omega/1/2/2 situated at Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State.

- f) The LAND OWNER No.6 to 10 are the absolute owners and peaceful Possessors of land admeasuring 6,534 Sq. yards in Sy. No.5/⊕/2 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State., having purchased the same from the Land Owner No.1 under Regd. Sale Deed bearing Document No.624/2022, dated: 24.01.2022 registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.
- g) The **LAND OWNER No.11** is the absolute owner and peaceful Possessor of land admeasuring **2,420 Sq. yards** in Sy. No.6/@/2/2 situated at Satamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State., having purchased the same under Regd. Sale Deed bearing Document No.8393/2021, dated: 02.11.2021 registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District.

By virtue of all the above said transactions described in detail under paragraphs 'a' to 'g', the Vendors Nos.1 to 11 became the absolute owners and possessors of land totally admeasuring **39,809 Sq. yards** in Sy.No.5/\omega/2; Sy.No.5/\omega/3; Sy.No.6/\omega/2/1; Sy.No.6/\omega/3; 5/\omega/1/3; 6/\omega/1/3; 5/\omega/3/\omega; 5/\omega/1/2/1; 6/\omega/1/2; 5/\omega/1/1/1/1; 6/\omega/1/1;

- 5/\omega/1/1/1/2; 5/\omega/1/1/2; 5/\omega/1/2/2; 6/\omega/2/2; 5/\omega/1/2/1; 5/\omega/1/1/1/1; 6/\omega/1/1 and 5/\omega/1/1/1/2 of Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State. The said properties are situated adjacent to each other which is more fully described in the Item No. I of the Schedule hereunder and hereinafter **referred** to as "Schedule F Property".
- h) The Land Owner Nos. 1 to 11, collectively entrusted the land admeasuring **39,809** Sq. yards in Sy.No.5/\omega/2; Sy.No.5/\omega/3 \omega; Sy.No.6/\omega/2/1; Sy.No.6/\omega/3; 5/\omega/1/3; 6/\omega/1/3; 5/\omega/3/\omega; 6/\omega/2/1; 5/\omega/2; 6/\omega/3; 5/\omega/1/2/1; 6/\omega/1/2; 5/\omega/1/1/1/1; 6/\omega/1/1; 5/\omega/1/1/1/2; 5/\omega/1/1/2; 5/\omega/1/2/2; 6/\omega/2/2; 5/\omega/1/2/1; 5/\omega/1/1/1/1; 6/\omega/1/1 5/\end{aligned}/1/1/2 of Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District to the **Promoter/Developer** for development of the said land into a Multistoried Apartment Complex, have entered into the Development Agreement-cum-Irrevocable General Power of Attorney bearing Document No.625/2022, dated: 24.01.2022, registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District, which was subsequently ratified under a registered Ratification Deed bearing Doct. No.7010/2022, dt.25.06.2022, registered in the office of the Sub-Registrar, Shamshabad. Rangareddy District., thereby authorizing Promoter/Developer to deal with the Promoter undivided share of land and built-up area and empowering the Promoter to sell the Promoter's share.
- Irrevocable General Power of Attorney bearing **Document No.4543/2022**, **dated: 22.04.2022**, with the Land Owner Nos. 1, 2, 4 and 12 with respect to the land admeasuring **5,324 Sq. yards** comprising of 3993 Sq. yards in 228/每/4; 363 Sq. yards in Survey No.228/每/3 and 968 Sq. yards in Survey No.228/每/1 situated at Gaganpahad Village, Rajendranagar Mandal, Rangareddy District for development of the said land into a Multistoried Complex. The said Property will be amalgamated with **"Schedule F Property"** and a single project will be developed. The ingress and egress to the **"Schedule F Property"** will be through the above said property.
- j) All the Properties referred to above are situated adjacent to each other and Promoter having developing the same jointly as one project consisting of several which is more fully described in the Schedule hereunder hereinafter collectively referred to as "Schedule F" Property.
- **k**) The aforesaid land Owner Nos.1 to 11 have collectively entrusted the **Schedule F property** to the Promoter/Developer for the purpose of Development of the same into a Multistoried Residential Apartment combining/clubbing with the any other adjacent properties acquired by the Promoter/Developer.

- **B.** The Schedule project land is earmarked for the purpose of building a Residential Project comprising of Multistoried Residential Apartment Buildings and the said project shall be known as "SUMADHURA'S GARDENS BY THE BROOK"
- C. 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 'Schedule Project land' on which Residential Project is to be constructed have been completed;
- **D.** The Promoter applied to the concerned authorities for grant of sanction/permit for Developing the **Schedule F property** into a Residential Apartment Complex with parking floors Two Basements and Ground + Fourteen Upper Floors for Residential Flats comprising of Eight blocks i.e., **A, B, C, D, E, F, G & H in 2 (Two) Phases**. The Phase-I will have four Blocks i.e., **A, B, C & D** and Phase-II will have four Blocks i.e., **E, F, G & H;** The Phase-I and Phase-II shall be collectively referred to as "**SUMADHURA's GARDENS BY THE BROOK"** the ("Project");
- E. The Shamshabad Municipality has granted building permit vide **Permit No.G1/BP/TPS/570/2022, dated: 22.02.2022** as per the recommendations of The Hyderabad Metropolitan Development Authority (HMDA) **Tech Approval File No.047991/SMD/R1/U6/HMDA/2021, dated:10.02.2022** for construction of a Multistoried Complex with parking floors Two Basements and Ground + Fourteen Upper Floors for Residential Flats comprising of Four blocks over the 'said land' in **Phase-I**.
- **F.** The Promoter/Developer has obtained all the approvals for the Project and also for the apartment from concerned authorities. The Promoter/Developer 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;
- **G.** The Promoter/Developer has registered the Project under the provisions of the Act with the **Telangana State Real Estate Regulatory Authority** at Hyderabad on 11.04.2022 and got assigned **Registration No. P02400004411.**
- **H.** The Landowners and the Promoter/Developer have entered into a **registered Supplemental Agreement dated: 29.04.2022** bearing **document No.4344/2022** registered in the office of registered in the office of the Sub-Registrar, Shamshabad, Rangareddy District, and the **Apartment/Flat No. B1203** fell to the exclusive share of the Promoter/Developer towards its share; which Apartment is more fully described in schedule "A" hereunder and hereinafter referred to as Schedule "A" Apartment

I.	The Allottee/s had applied for an apartment in the Project vide Applic	ation
	No. Sumadhura's Gardens by the Brook/2023-2024/Jun/1 dated 11.06.202	3 and
	has been allotted Apartment/Flat No. on Floor in (Towe	er)
	admeasuring with Sq. Feet (Sq. Mtrs) (inclusive or	f the
	proportionate share in common area) Carpet area of Sq. Feet (Sq.
	Mtrs), along with Sq. vards of undivided share of land and	car

parking spaces in in the multistoried residential apartment complex known as "SUMADHURA'S GARDENS BY THE BROOK" constructed over "Schedule 'F' Property" as permissible under the applicable law and of proportionate share in the common areas (" Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the " Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule-B);

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

K. Additional disclosures/details:

- The Vendor/Promoter herein has earlier provided the Land Title Search Report, copies of title deeds and all other documents of title pertaining to 'total land' herein and also copies of permit and sanctioned plans issued/approved by the concerned Authorities for construction on Schedule Project Land herein to the Allottee/s herein to enable the later to carryout legal due-diligence to satisfy about the title of the Vendors/Landowners herein and the Vendor/Developer in and over the Schedule Project land and the authority of the Vendor/Developer herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, Saleable area etc., of "SUMADHURA'S GARDENS BY THE BROOK" project as well as the suitability of the apartment for the residential use and the conditions mentioned herein, the Allottee/s herein approached and offered to purchase the Schedule 'A' Apartment from the Vendor/Developer herein. The Allottee/s has/have further confirmed that Allottee/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s got understood and verified the carpet area, Saleable area of the Schedule 'A' Apartment and his/her/their entitled undivided right, interest in the common areas of the Complex and undivided interest in the Schedule Project Land herein which is arrived as under: -
 - (a) Carpet area of the Schedule "Apartment is _____ Sq.Ft.
 - (b) Pro-rata undivided right and interest in the common areas (including external walls) which is equivalent to _____ **Sq. Ft.** (part of saleable area)
 - (c) Pro-rata undivided right and interest in the Schedule Project Land which is equivalent to _____ **Sq. yards** and the same shall be transferred and delivered as per the Telangana Rules/Regulations as applicable from time to time.

- Thus, the Allottee/s got verified and notified that a total saleable area of the Schedule 'A' Apartment is ______ Sq. Ft. The Allottee/s herein will acquire ownership, title on Schedule 'A' Apartment area by way of purchase which includes undivided right of use on pro-rata basis in the common areas of the complex. The sale consideration/Sale Price payable under this Agreement is Rs.______ /-(Rupees _______ Only) which is in respect of the entire saleable area of the Schedule 'A' Apartment which is more fully delineated in the Floor Plan i.e., Schedule 'B' Plan appended herewith. The said entire sale consideration/Sale Price is deemed to be the sale consideration/Sale price for the carpet area being handed over herein.
- The proportionate undivided share of land to which the Schedule "Apartment" is entitled to is now mentioned in the Schedule of this Agreement of Sale. In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the entire Schedule Project Land along with the common areas of the project only in favour of the Association formed among the owners, the Landowners Developer/Promoter herein undertakes to execute and register such Deed of Transfer in favour of the Association. If such transfer of proportionate undivided share of land is permitted in favour of Allottee/s of Flat, such extent of proportionate undivided share of land will be mentioned in the ultimate Sale Deed to be executed and registered in favour of the ALLOTTEE/S herein. On the other hand, if the entire project land along with common areas is to be transferred in favour of the Association, the Allottee/s herein and all other Allottee/s shall bear and pay not only the Stamp Duty and Registration Fee payable in respect of the Schedule Flat herein but also the proportionate Stamp Duty and Registration Fee payable in respect of such Deed of Transfer to be executed and registered in favour of the Association.
- (4) The 'SUMADHURA'S GARDENS BY THE BROOK'" project will be Developed in Eight (8) different Towers. The Vendee /s hereby declares that he/she/they are very much aware of the above development scheme and also further assures that he/she/they will not raise any objection for the same in future.
- (5) The "SUMADHURA'S GARDENS BY THE BROOK" to be constructed spread over Towers 1 to 8 in Two Phases of the Project have different timelines for the completion and handing over the possession.
- (6) That, the Common Amenities and Facilities and the Common Areas in the Project will be have to be maintained by the Association of Vendees of the Project in common irrespective of the location of such Common Area and the Common Amenities and Facilities in the Project. The Clubhouse and Common Amenities are built part as part of different phases, but the Vendee/s of all the Towers/Phases will have rights on all such Clubhouse facilities and Common Amenities.
- (7) The Clubhouse and Common Amenities constructed in all the phases with its amenities and facilities shall become common for all such completed phases of

development. The Allottee/s of the units/apartments in the already completed Tower/phases will also be entitled to use such completed Clubhouse and Swimming Pool and its amenities which shall become common to all the completed Towers/ phases. The maintenance charges for these completed Clubhouses and Swimming Pools shall be borne proportionately by the Vendee/s in the respective completed Tower/phases of development.

- (8) That the Allottee/s is also aware and agrees that some of the Common Amenities and Facilities in the Project shall be completed from time to time in Tower/phases and all of which shall be completed within the Completion Period. The non-completion of the Common Amenities and Facilities of the Project on the completion of the Project shall not give any right to the Vendee/s to claim any damages on the Promoter/Owner.
- - L. 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;
- **M.** 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;
- **N.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para-G.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. $\underline{\text{TERMS}}$:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter/ Developer/Vendor agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in para-G.

1.2 The Total Price for the Apartment based on the Saleable area is as per table below ("Total Price"):

Tower: Tower Apartment No: Type: BHK Floor No:	Rate of Apartment per square feet Rs.	Amount Rs.	GST (5%) Rs.	Total Amount Rs.
Saleable area Sq.ft (cost of apartment, cost of exclusive balcony areas, proportionate cost of common areas	Rs/-	Rs/-	Rs/-	Rs/-
Total Sale Consideration/sale price in respect of Schedule 'A' Apartment (excluding GST)		Rs/-		
Total price (in rupees) with (breakup of the amounts payable by the Allottee/s referred to in the Schedule 'C' hereunder)		-	-	Rs/-
Other Charges				
Corpus Fund		Rs/-	-	Rs/-
Maintenance Charges for Two Years Plus Applicable taxes		Rs/-	-	Rs/-

^{*}Legal and documentation charges, Stamp Duty, Transfer Duty, Registration Fee and Incidental Charges for registration of Agreement of Sale and Sale Deed shall be separately borne by the Allottee/s

Explanation:

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

change/modification in the taxes, the subsequent amount payable by the Allottee/s to the Promoter/Developer 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/s provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Allottee/s as per actuals over and above the total price.

- (iii) The Promoter/Developer 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 Promoter/Developer within the time and in the manner specified therein.
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles/ tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the 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 Promoter/Developer undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, 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/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 Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee/s by discounting such early payments @ 9% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter/Developer/Vendor.
- 1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act/Rules. Provided that the Promoter/Developer 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 Promoter/Developer 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 Allottee/s shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep the fixtures, equipment and machinery provided Promoter/Developer, for which the Promoter/ Developer shall not be liable after handing over.
- 1.7 The Promoter/Developer shall confirm to 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 the Saleable Area. The total price payable for the saleable area shall be recalculated upon confirmation by the Promoter/Developer. If there is reduction in the carpet area or the Saleable Area then the Promoter/Developer shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate prescribed in the Acts/Rules, from the date when such an excess amount was paid by the 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 of the apartment, allotted to Allottee/s, the Promoter/ Developer 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 at the same rate per square feet as agreed in para 1.2 of this Agreement.

- 1.8 Subject to para 9.3 the Promoter/Developer agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:
 - (i) The Allottee/s shall have exclusive ownership of the Schedule 'A' Apartment;
 - (ii) The Allottee/s shall also 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 Promoter/Developer shall hand over the common areas to the association of Allottee/s after duly obtaining the Completion/Occupancy Certificate from the competent authority as provided in the Act/Rules;
 - (iii) That the computation of the total price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project;
 - (iv) The Allottee/s has the right to visit the project site to assess the extent of development of the project and his apartment.
- 1.9 It is made clear by the Promoter/Developer and the Allottee/s 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 Schedule Project 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/s (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.
- 1.10 The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment 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, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are

related to the project). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

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Only

The Anottee's has paid a sum of Rs. /- (Rupees	Omy)
as booking amount towards the Total Price of the Apart	ment and has also paid an
amount of RsO	only) towards GST, at the
time of application, the receipt of which the Pror	noter/ Developer hereby
acknowledges and the Allottee/s hereby agrees to pay t	he remaining price of the
Apartment as prescribed in the Payment Plan [Schedule C	C] as may be demanded by
the Promoter/Developer within the time and in the manne	er specified therein.
• A sum of Rs. /- (Rupees	_ Only) towards Booking
amount along with sum of Rs/- (Rupees	Only) towards
applicable GST, through online transfer reference no.	dated
Bank to the promoter.	
-	
Provided that if the Allottee/s delays in payment tow	ards any amount which is

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

2 **MODE OF PAYMENT**:

The Allottee's has paid a sum of Ds

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

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, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer 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/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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter/ Developer/Vendor 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 immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer 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 applied for herein in any way and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee/s only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Promoter/Developer 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, if any, in his/her name and the Allottee/s undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

5. <u>TIME IS ESSENCE</u>:

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

6. <u>CONSTRUCTION OF THE PROJECT/ APARTMENT:</u>

The Allottee/s has seen the proposed Building plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the

Promoter/Developer/Vendor. The Promoter/Developer/ Vendor shall develop the Project in accordance with the said Building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The Greater Hyderabad Municipal Corporation Act, 1955 or HMDA (as applicable) 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:

7.1. Schedule for possession of the said Apartment: -

The Promoter/Developer agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter / Developer/Vendor assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 30-09-2025 (subject to the extension of registration, if any, granted to the said project by the Authority) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/ Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 90 days from that date. The Promoter/ Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/ Developer 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, to the Allottee/s who has paid all the amounts in terms of this Agreement to be taken within 2 (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 shall be liable for payment of all ongoings including maintenance charges from the date of notice. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter/Developer shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee/s or any authority or third party on whom the promoter has no control. The Allottee/s, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/s. The promoter shall hand over the occupancy certificate of the apartment/plot, 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: -

Upon receiving a written intimation from the Promoter/Developer as per para 7.2, the Allottee/s shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer/shall give possession of the Apartment 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 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 to the Allottee/s, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas to the association of Allottee/s within thirty days after obtaining the Completion/Occupancy Certificate.

7.5. Cancellation by Allottee/s:

The Allottee/s shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the Allottee/s proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/s shall be returned by the Promoter/ Developer to the Allottee/s within 3 (three) months of

such cancellation or at the time that the Promoter/Developer is able to resell the said Apartment to another Allottee/s, whichever is later.

7.6. **Compensation:** -

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

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

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

- 8.1. The Promoter/Developer hereby represents and warrants to the Allottee/s as follows:
- (i) The Vendors/Landowners have absolute, clear and marketable title with respect to the said Land and the Promoter/Developer has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter/Developer 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/s created herein, may prejudicially be affected;
- (vii) The Promoter/Developer 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/s under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer/ Vendor is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance/Sale deed the Promoter/ Developer / Vendor shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be;
- (x) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Completion Certificate/Occupancy Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the association of 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 Promoter/Developer in respect of the said Land and/or the Project except those disclosed in the title report.
- 8.2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter/ Developer/Vendor as follows: -

- i. To maintain the Apartment at the Allottee/s'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/association of the Allottee/s, 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/s in this behalf, the Allottee/s shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee/s 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/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter/Developer and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, 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 authorities and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
 - ix. The Allottee/s 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/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 in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
 - x. Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built up area/units are sold off, the Allottee/s shall permit the Promoter/ Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1. Subject to the Force Majeure clause, the Promoter/Developer 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 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 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's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2. In case of Default by Promoter/Developer under the conditions listed above, Allottee/s is entitled to the following:
 - (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. 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 interest; or
 - (ii) The Allottee/s shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee/s under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Acts/Rules within ninety days of receiving the termination notice: Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer/Vendor, interest at the rate prescribed in the Acts/Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer 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 Promoter/Developer 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 Promoter/Developer on the unpaid amount at the rate prescribed in the Act/Rules;
 - (ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond one consecutive month after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee/s and refund the money paid to him by the Allottee/s by deducting the booking/allotment amount and the interest liabilities and this Agreement shall thereupon stand

terminated. Provided that the Promoter/Developer shall intimate the Allottee/s about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter/Developer within a period of ninety days after termination or the date on which the Promoter/Developer is able to resell the Apartment/Plot to another Allottee/s, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

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

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

- 11.1. The Promoter/Developer 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 Allottee/s and the cost of maintenance shall be borne by the Allottee/s, proportionate to the apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter/Developer 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.
- 11.2. 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/s, the Promoter/Developer shall be the occupant in respect of any apartment/building.

12. <u>DEFECT LIABILITY</u>:

- 12.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer/ Vendor as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer 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/Vendor's 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.
- 12.2. Notwithstanding anything contained in the above clause the following exclusions are made.
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc.) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter/Developer shall transfer manufacturer's guarantees/ warrantees to the Allottee/s or association of Allottee/s as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Allowable structural and other deformations including expansion quotient.
 - d. The terms of work like painting etc. which are subject to wear and tear.
 - e. The Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and such other defects caused due to normal wear and tear, abuse and improper usage.
 - f. The Promoter shall not be responsible for issues such as difference in shades of tiles, Tolerances as per IS and building codes, Air Pockets beneath tiles, Separation cracks / gaps between non homogeneous building components, slopes considered for water drainage, reduction in carpet area due to plaster thickness and skirting. Defects arising from natural wear and tear/forced/ intentional/accidental damages do not come under the scope of maintenance under defect liability. Any defects or damages caused to glass, ceramic, vitrified, porcelain materials shall not come under the defect liability after accepting possession of the apartment
- 12.3. The Allottee/s shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. 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 developers shall be subject to proper maintenance and upkeep of the apartments/ 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 FOR REPAIRS:

The Promoter/Developer/Vendor/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 agrees to permit the association of Allottee/s 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 "SUMADHURA'S GARDENS BY THE BROOK", 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/s 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 Allottee/s formed by the Allottee/s for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 12 above, the Allottee/s 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/s 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 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. Further the Allottee/s 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/s shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3. The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer 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. 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/Developer 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:

The promoter has obtained the construction finance from JM Financial Credit Solutions Limited, for construction and completion of the project and in furtherance thereof, created a charge in respect of Promoter's share of area in the project along with proportionate undivided share in land by way of execution of Memorandum of Entry Recording Deposit of Title Deeds dated 04/07/2022, registered number allotted on 05/07/2022, registered vide document No.6616/2022, stored in CS No. 6871/2022, Book 1, in the office of the Sub Registrar, Shamshabad. The Promoter undertakes and acknowledges that, the promoter alone is responsible for discharging of the above said charge or mortgage. The promoter agrees to secure a necessary no objection certificate from the above said lender and shall furnish the same to the allottee/s at the time of conveyance of the Schedule 'A Property confirming that the Schedule 'A' property is free from above said charge/mortgage. The Promoter, may at any point of time shall also be permitted to obtain further finance form completion

of the project by creating the charge on Composite schedule 'F' property and/or any unsold apartments of the project without in any matter affecting the right,interest of the allottee/s to the schedule 'A' property.

19. <u>FORMATION OF ASSOCIATION OF ALLOTTEE/S AND CONSENT OF ALLOTTEE/S)</u>:

The Promoter/Developer 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 Promoter/Developer shall submit an application to the Registrar for registration of the Association of Allottee/s as a society under the A.P. Societies Registration Act, 2001 (as applicable to the State of Telangana) within 2 (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 Allottee/s in such a project have taken possession and the Promoter/Developer has received the full consideration from such Allottee/s. All the Allottee/s on payment of full consideration shall become members of such Association of Allottees/ formed by the Promoter/Developer.
- b. If the Promoter/Developer fails to form the Association of Allottee/s, the Authority shall by an order direct the Promoter/Developer 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 the title to the Association of Allottee/s under Section 17, the Promoter/Developer 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 Allottee/s without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT:

Forwarding this Agreement to the Allottee/s by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer 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 of the draft of this Agreement to Sell by the Allottee/s. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s, then the Promoter/Developer 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.

21. <u>ENTIRE AGREEMENT</u>:

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 both the Parties.

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

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 Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter/Developer in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter/Developer to exercise such discretion in the case of other Allottee/s.
- 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. <u>SEVERABILITY</u>:

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. <u>METHOD OF CALCULATION OF PROPORTIONATE SHARE</u> WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Project, the same shall be in proportion to the saleable area of the Apartment bears to the total saleable area of all the Apartments in the Project as the case may be.

27. <u>FURTHER ASSURANCES</u>:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer/Vendor's Office or at some other place, which may be decided by the Promoter/Developer.

29. NOTICES:

That all notices to be served on the Allottee/s and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter/Developer by Registered Post/through E-Mail at their respective addresses/mail id's specified Below:

Name and Address of the Allottee/s: -

Mr	, S/o. Mr	
Residing at :		
Email:		
Mobile:		

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

M/s. SUMADHURA INFRACON PRIVATE LIMITED.

Door No.8-2-2293/82/A/1, Plot No.1131, 2nd Floor, Pillar No.1639, Road No.36,

Jubilee Hills, Hyderabad, Telangana-500033

Email: legal_hyd@sumadhuragroup.com.

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

30. <u>JOINT ALLOTTEE/S</u>:

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

31. <u>SAVINGS</u>:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee/s, 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/s 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 there under including other applicable laws of India for the time being in force.

33. <u>DISPUTE RESOLUTION</u>:

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

ADDITIONAL TERMS:

34. NOT TO ALTER NAME:

The Allottee/s or the Association of the Owners of the Apartments shall not alter or subscribe to the alteration of the name of "SUMADHURA'S GARDENS BY THE BROOK" in Schedule Project Land and/or alter the names assigned to the Towers therein. The Allottee/s acknowledge, agree and understand that the name "SUMADHURA'S GARDENS BY THE BROOK" is final for the Schedule Project land.

35. <u>INDULGENCE</u>:

Any delay tolerated or indulgence shown by the Promoter/Developer herein in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottee/s nor shall the same in any manner prejudice the right of the Promoter/Developer herein.

36. <u>ASSIGNMENT</u>:

- 36.1. The Allottee/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Promoter/Developer herein. It is explicitly made clear that the Promoter/ Developer herein is not obligated to give its consent for any assignment/transfer by the Allottee/s, within 30 months from the date of agreement of sale, as this contract is exclusive in nature.
- 36.2. It is also agreed that, in the event the Promoter/Developer herein gives its consent for assignment/transfer of Allottee/s's interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Allottee/s is/are required to comply and pay the total sale consideration under this agreement and further the Promoter/ Developer herein shall be entitled to charge **Rs.200/-** (**Rupees Two Hundred Only**) plus applicable taxes per Sq. Feet of the Schedule `A' Apartment as their administrative charges and transfer fee for giving such consent.
- 36.3. It is also made clear that the Allottee/s will not be able to assign his/her/their rights in parts/portions i.e., the Allottee/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. In the event of the Promoter/Developer herein granting such permission, the Allottee/s and his assignee/nominee ensure to execute the required documentation at their cost as advised by the Promoter/Developer herein and pay the necessary taxes, duties that are associated with such transfer.

37. INTERIOR WORK:

All the interior related works that the Allottee/s may undertake upon his/her/their own can be taken up only after handing over possession of the apartment to the Allottee/s by the Promoter/Developer herein without disturbing the structure like beams, columns etc. The Allottee/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 9:00 A.M. and 5:00 P.M. The Promoter/Developer herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Allottee/s but originally carried out by the Promoter/Developer herein. The Promoter/Developer herein is not answerable for any thefts during the course of the interior works. The Interiors should be completed within 3 months from the date of taking over possession of the Apartment. No person / interior worker shall be permitted to reside in the apartment/flat during the period of execution of interior works. The Allottee/s shall pay a penalty of Rs.3,000/-(Rupees Three Thousand Only) per month for interiors done beyond 3 months period. While undertaking the interior works, if any damage is caused to the structures or facilities in the common areas and facilities in the project, the Allottee/s shall bear and pay the charges incurred by the Promoter/Developer herein or the Association as the case may be towards undertaking repair of the same and the Allottee/s shall pay the amount as demanded by the Vendor/ Promoter/ Developer herein or Association as the case may be and the quantum of amount assessed for such repairs by the Promoter/Developer Association as the case may be, shall be final and binding on the Allottee/s.

38. <u>CAR PARKING ALLOTMENT:</u>

The Car parking space(s) will be allotted at appropriate time as per the Agreement seniority on a first – come – first served basis by Developer. Allotment of additional car parks other than the default car parking is subject to availability and will be done on a first – come – first served basis as per the price fixed at the time of allotment.

- **39.** The Promoter/Developer herein reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Schedule Project land till the completion of the project.
- **40.** The Promoter/Developer herein has the right to instruct the Allottee/s to remit the instalments payable under this Agreement with standing instructions to the bank accounts of the Promoter/Developer herein which may be in the nature of Current Accounts/Over Draft Accounts/Loans Accounts/Escrow Accounts as the case may be and the Allottee/s agrees to confirm such compliance in writing in the manner as may be required to the Promoter/Developer herein or their Bankers from time to time.

- **41.** The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Allottee/s would be on receipt of the total consideration, taxes and other amounts as applicable, from the Allottee/s and would be in the manner the Promoter/Developer herein advises the Allottee/s.
- **42.** Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Allottee/s or Act of God do not fall under the scope of maintenance under defect liability. In case of disputes as to quantity or quality in the construction of Schedule `A' Apartment, the decision of the Architect of the project is final and binding.
- 43. The Promoter/Developer herein has decided to float a Corpus Fund for the entire High-Rise Multi-Storied Residential Apartment Complex which is payable by the ultimate Allottee/ss, Land Owners/their successors of the residential apartments/ flats, as the case may be, including the Allottee/s herein at the time of delivery of the possession of the Residential apartments/flats and such Corpus Fund is fixed at Rs.50/-(Rupees Fifty Only) per Sq.Ft. of Saleable area being proportionate contribution towards Corpus Fund. The Allottee/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Promoter/Developer herein before execution and registration of Sale Deed in his/her/their favour in respect of the Schedule 'A' Apartment. Such fund will be governed and held initially by the Promoter/Developer herein as a custodian and after the construction of Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the owners of the apartments/flats in the complex after its formation simultaneously along with the handing over of the administration, common areas and amenities to the association.
- 44. The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank/top three Private Sector Scheduled Banks in India based on their overall deposit holdings/ Tax free bonds issued by the Government of India or Undertakings of the Government of India and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the apartments/flats in the entire Complex in the same proportion in which they contribute the monthly maintenance charges.

- 45. The Allottee/s shall pay to the Promoter/Developer herein at the time of registration of Sale Deed, a sum of Rs.96/-(Rupees Ninety Six Only) plus applicable taxes per Sq.Ft. of saleable area of the apartment/flat as one-time payment towards "Common Area Maintenance Charges" for an initial period of two years with effective from the date on which the Promoter/Developer herein announces that the administration and maintenance of the Complex or phases of construction has become operational. If any point of time, during the period of above two years, if such onetime payment made towards common area maintenance charges are not sufficient to meet the expenditure to be incurred, the Allottee/s herein and all other Allottee/s shall pay such additional sums from time to time as per the demand made by the Promoter/Developer herein without raising any objection of whatsoever nature.
- **46.** After the expiry of the initial period of Two years, the Promoter/Developer herein agrees to transfer the administration of maintenance of the common areas of the Complex to the Owners Association. However, upon expiry of the said initial period of Two years, the Allottee/s herein and all other owners/occupants of the apartments/flats in the project shall regularly pay proportionate monthly maintenance charges to the Owners Association.
- **47.** The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Allottee/s/owners/occupants of all the Apartments in "SUMADHURA'S GARDENS BY THE BROOK" and in the event of transfer of ownership of Schedule 'A' Apartment by the Allottee/s herein, such transferee will be automatically entitled to the benefits of the Club Area/Club Facilities/Amenities Area and its facilities and the transferor shall cease to be the member of the Club Area/Club Facilities/Amenities Block.
- **48.** As long as the administration of maintenance of common areas, amenities and facilities are undertaken by the Promoter/Developer herein, the Promoter/Developer herein shall also undertake the administration of the Club House Facilities. It is further agreed that Promoter/Developer herein either by itself or through an agency appointed by it can undertake administration of maintenance of Club Facilities and thereafter the activities of the Club House shall be run by the Owners' Association/s as envisaged under this Agreement.
- **49.** The Promoter/Developer herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for establishment of various services and facilities etc. All the contracts to be entered by the Promoter/Developer herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the Association to be formed among the owners of the Apartments/Flats to whom the Promoter/Developer herein will hand over the Club House and its facilities as well as administration of maintenance of common areas, amenities and facilities.

- **50.** Upon termination of this Agreement, the Allottee/s shall not have any claim/s over the Schedule `A' Apartment and/or on the Promoter/Developer herein. The Promoter/Developer herein shall be entitled to deal with Schedule `A' Apartment as it may deems fit for its benefit without any reference to Allottee/s. The breakup of consideration provided in the clause 1.2 of this agreement is purely for the purpose of understanding and the total consideration mentioned in the clause is towards full and final cost of the carpet area of the schedule A property.
- **51.** The Developer/Promoter herein, in view of the safety and security precautions and to ensure uninterrupted progress of the project, will decide the time, day and date for the purpose of site visit by the Allottee/s herein as per Clause 1.8 (iv) and will communicate accordingly to the Allottee/s herein and the Allottee/s herein agrees for the same.

SCHEDULE 'A' APARTMENT

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

All that the Residential Apartment/Flat No on Floor in (Tower
admeasuring with Sq. Feet (Sq. Mtrs) (inclusive of the
proportionate share in common area) Carpet area of Sq. Feet (Sq. Mtrs)
along with Sq. yards of undivided share of land and car parking space/s
in the multistoried residential apartment complex known as "SUMADHURA'S
GARDENS BY THE BROOK" being constructed on the Schedule Project land and
the apartment is bounded by:
NORTH : Open to Sky
SOUTH : Open to Sky
EAST : Open to Sky
WEST : Open to Corridor
SCHEDULE 'B'
(FLOOR PLAN OF THE APARTMENT NO, Tower)
(I LOOK I LAN OF THE AT ARTIMENT NO, Tower)
COHEDINE IO
SCHEDULE 'C'
(PAYMENT PLAN)
The total sale consideration for sale of Schedule 'A' Apartment is Rs/
(Rupees Only). The Allottee/s has already paid to the
Vendor/Developer herein Rs/-(Rupees

Only) being advance/earnest amount and the I	Promoter/Developer herein admits and
acknowledges the receipt of the same and the	Allottee/s has also paid an amount of
Rs/-(Rupees	Only) towards GST.
The balance amount of Rs/-(Rupees	
shall be payable by way of the following instaln	nents:

Sl.No	Particulars	Details	Consideration	GST	Total Amount
1	Within 30 days from the date of Allotment	10 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
2	On Completion of Excavation (until 2nd Basement)	10 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
3	On Completion of Ground Floor slab of respective Tower	9 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
4	On Completion of 3rd floor slab of respective Tower	8 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
5	On Completion of 6th floor slab of respective Tower	8 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
6	On Completion of 9th floor slab of respective Tower	8 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
7	On Completion of 12th floor slab of respective Tower	8 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
8	On Completion of 14th floor slab of respective Tower	8 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
9	On Completion of flooring Works of respective flat	8 % of the sale consideration + GST	Rs/-	Rs/-	Rs/-
10	On completion of electrical/plumbing works of	8 % of the sale consideration	Rs/-	Rs/-	Rs/-

	respective flat	+ GST			
	Against	5 % of the			
11	Registration	sale	Rs. /-	Rs/-	Rs/-
11	milestone of	consideration	Ks/-		
	respective flat	+ GST			
	Total	90%			Rs/-

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

1	Corpus Fund	Rs/- Per Sq. ft of SBUA	Rs/-
2	Maintenance Charges for Two Year Plus Applicable taxes	Rs/- Per Sq. ft of SBUA (Plus applicable Taxes)	Rs/-
	TO	Rs/-	

And also an amount of Rs.	/- [(Rupees	Only)
Plus applicable Taxes] shall be	Payable towards Documentation	& Legal Charges at the
time of Agreement of Sale.		

The payment should be made by way of Account payee cheque/Demand Draft favoring "M/s. SUMADHURA INFRACON PRIVATE LIMITED" Only. In case of cheque returns, an amount of Rs.5,000/- (Rupees Five Thousand Only) per each return will be charged as cheque return charges. Interest will accrue from the due date and company reserves right to initiate legal recovery measures.

<u>Registration charges</u> – Stamp duty, Transfer Duty, registration fee and incidental charges etc. for registration of Sale Deed as per applicable laws in force shall be separately payable by ALLOTTEE/S.

Applicable Taxes:

- A) GST @ 5 % (Subject to change as per the rules/laws from time to time and payable along with each installment as mentioned in payment schedule) on total sale consideration.
- B) GST @ 18% (Subject to change as per the rules/laws from time to time) on Maintenance Charges and Legal & Document Charges.

SCHEDULE 'D'

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

S.No.	ITEM D	ESCRIPTION	BRIEF SPECIFICATION
1.0	FOUNDATION & SUBSTRUCTURE		RCC Foundation & RCC Framed Structure
2.0	SUPERSTRUCTURE		Tower – A, Clubhouse -1 & 2 : Conventional RCC Frame Structure with Block Masonry Other Tower's: Aluminum Form Work - Shear Wall Technology
		3.1 MAIN DOOR	Main Door Frame: Best Quality Teak Wood Frame with Polish. Main Door Shutter: 38 mm to 40 mm both side Teak Veneer Shutter with Polish Finish.
3.0	JOINERY WORKS	3.2 INTERNAL / BEDROOM / TOILET Utility DOORS	Engineered Hard Wood Frames with Flush Shutters of 32mm thickness with enamel paint finished on both sides.
		3.3 SLIDING DOORS (for Balconies)	Sliding Doors: UPVC Door Frames with Clear Glass Shutters, Provision for Mosquito Mesh Track.
		3.4 WINDOWS	Windows: UPVC Window Systems with Safety Grill (M.S) and Provision for Mosquito Mesh Track & Aluminum for Toilet Ventilators and Staircase Windows.
		4.1 EXTERNAL	One Coat Primer and Two Coats of External Emulsion Paint.
4.0	PAINTING	4.2 INTERNAL	Two Coats of Putty, One Coat Primer and Two Coats of Emulsion Paints of Best Brands
		5.1 ROOMS	Living, Dining, All Bedrooms, Kitchen 600x600 mm Size Nano Vitrified Tiles.
		5.2 TOILETS	Anti-Skid Ceramic Tiles for flooring
		5.3 CORRIDORS	GVT (Vitrified Tiles).
5.0		5.4 ALL BALCONIES / UTILITY	Mat / Antiskid Ceramic tiles.
	FLOORING	5.5 COMMON	Granite / Vitrified Tiles Combination Flooring
		LOBBIES 5.6 LIFT LOBBY	as per design Granite / Vitrified Tiles Combination flooring as per Design
		5.7 STAIRCASE	Up to 3 floors Granite and Balance Anti-skid Tiles.
6.0	TILE CLADDING	6.1 KITCHEN	Dadoing in Kitchen: Glazed Ceramic Tiles Dado up to 2' height above kitchen platform

		6.2 TOILETS	Glazed Ceramic Tile Dado up to Door / Lintel Height.
		6.3 UTILITY	Tile Dado up to 3' Height
7.0	KITCHEN/ UTILITY	7.1 WATER CONNECTIONS	Separate Municipal Tap (Manjeera or any other water provided by HMWSSB along with Bore Well Water). Provision for fixing of Water RO system
		7.2 EXHAUSTS	Provision for Chimney.
		7.3 UTILITY /	Washing Machine Provision in Utility Area
		WASH	
8.0	TOILETS	8.1 SANITARY / CP FITTINGS	Sanitary: Jaguar or Cera or Equivalent CP Fittings: Jaguar or Hindware or Equivalent Wash Basin in All Bed Room Toilets Wall Mounted EWC,with Extended tank Wall Mixer with Shower. Provision for Geyser and Exhaust fans in all bath rooms.
9.0	INTERN	ET / Cable TV	Provision for Internet / DTH

SCHEDULE 'E'

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

S.No.	ITEM DESCRIPTION	BRIEF SPECIFICATION
1.0	LIFTS	Passenger Lifts & One Service Lift for Each Tower with Auto Rescue Device with V3F for Energy efficiency. (Schindler / Johnson or Equivalent Make)
2.0	WATER SUPPLY SYSTEM / SEWAGE TREATMENT PLANT	Softened Water Made Available through an Exclusive Water Treatment Plant (In case of Bore Water) Sewage Treatment plant of adequate capacity as per norms will be provided inside the project. Treated Sewage Water will be used for the Landscaping & Flushing Purpose. Rain Water from the Terrace will be Collected in Storage Tanks and used for domestic purposes. Excess Rain Water & Open Areas Water will be collected through Rain Water Pipes, Which will be

		discharged in the rain water harvesting pits to recharge the Ground water.
3.0	GENERATOR POWER BACK UP	100% DG Set Backup
4.0	BILLING SYSTEM	Dual Source prepaid Energy Meter for DG Power and EB Power Billing System
5.0	FACILITIES FOR PHSICALLY CHALLENGED:	Access Ramps at all Entrance shall be Provided for Physically Challenged.
6.0	SECURITY/BMS	Sophisticated Round – the-clock security system. Surveillance Cameras at the Main Security, Entrance of Each Block and Club House. Panic Button inside the Lifts Solar Power Fencing Around the Compound
7.0	PARKING MANAGEMENT	Entire Parking is Well Designed to suit the Number of Car Parks required. Parking signage's and equipment at required place to improve driving comfort. Dedicated Space for Car Charging and Car Washing will be provided.
8.0	CLUBHOUSE & AMENITIES	CLUBHOUSE – 1: Reception, Lobby, Multi-Purpose Hall, Two Badminton Courts, Table Tennis, Squash Court. CLUBHOUSE – Lobby, Yoga / Aerobics, Kids Play Area, Billiards Room, Mini Theatre, Gym with Equipment, Library & Guest Rooms. Space for Facilities like 2: Restaurant, Multi-purpose Hall Crèche, Space for Spa & Saloon, Space for Clinic, Pharmacy, Space for Departmental store, Conference Room & Co-Working office Space.
9.0	OPEN AREA AMENITIES	Swimming Pool, Half Basket Ball Court, Tennis Court, Cricket Practice Net, Kids Play Areas, Senior Citizen Court, Party Lawn, Central Party Lawn, Open Lawn, Lawn with Seating, Amphitheatre and Promenade, Jogging Track, Out Door Gym and Lawn, Pet's Park, Fragrance Garden, Tropical Garden, Viewing Deck with Trees, Seating Court, Grass Pavers and Lawns etc.
10.0	HAND RAILING	Balcony: MS Railing as Per the Elevation
11.0	FIRE & SAFETY	Fire Hydrant & Fire Sprinkler System in Basements. Fire Alarms & Public Address System

12.0	ELECTRICAL	Cables: Concealed Copper Wiring of Polycab or Anchor or Equivalent. Modular Switches: Schneider or Anchor or Equivalent. Power Outlets: For Air Conditioner's in All Bedrooms, For Gysers in all Bathrooms, For Kitchen HOB, Chimney, Refrigerator, Microwave Oven, Mixer, RO in Kitchen & For Washing Machine in Utility Area. Provision For Exhaust Fan in all Toilets
13.0	PLUMBING LINES	Drainage / Sewage : PVC Pipes & PVC Fittings Water Supply Lines: Internal and External CPVC or UPVC Pipes & Fittings

SCHEDULE "F" PROPERTY

ITEM NO. I

Boundaries in Sy. No.5

North: Land in Sy. No.5 (part) South: Land in Sy. No.7 (part)

East: Nala

West: Land in Sy. No.5 (part)

Boundaries in Sy. No.6

North: Land in Sy. No.6 (part) South: Land in Sy. No.7 (part)

East : Boundary of Langarguda Village

West: Nala

ITEM NO. II

All that piece and parcel of land admeasuring 5,324 Sq. yards in Sy No. 228/\$\darkfigs4, Sy

No. 228/\$\frac{1}{3}\$ and Survey No.228/\$\frac{1}{3}\$ of Gaganpahad Village, Rajendranagar Mandal, Rangareddy District, Telangana State., is bounded as follows:

NORTH: Land in Sy. No.228 Part & 227 Part,

SOUTH : Boundary of Satamrai Village,

EAST : Sy. No.227 Part and Boundary of Satamrai Village,

WEST : Road

COMPOSITE SCHEDULE "F" PROPERTY

All that piece and parcel of land admeasuring 39,809 Sq.yards in Sy.No.5/\omega/2; Sy.No.5/\omega/3; Sy.No.6/\omega/2/1; Sy.No.6/\omega/3; 5/\omega/1/3; 6/\omega/1/3; 5/\omega/3/\omega; Sy.No.6/\omega/2/1; 5/\omega/1/2/1; 6/\omega/1/2/1; 5/\omega/1/1/1/1; 6/\omega/1/1/1/1; 5/\omega/1/1/1/1; 5/\omega/1/1/1/2; 5/\omega/1/1/2/2; 6/\omega/2/2; 6/\omega/2/2; 5/\omega/1/2/1; 5/\omega/1/1/1/1; 6/\omega/1/1/1/1 and 5/\omega/1/1/1/2 of Shatamrai Village & Grampanchayat, Shamshabad Mandal, Rangareddy District, Telangana State., and land admeasuring 5,324 Sq. yards in Sy No. 228/\omega/4, Sy No. 228/\omega/3 and Survey No.228/\omega/1 of Gaganpahad Village, Rajendranagar Mandal, Rangareddy District, Telangana State., and together totally admeasuring about 45,133.10 Sq. yards, with all rights, appurtenances whatsoever hereunder or underneath or above the surface and is bounded as follows: -

NORTH: Land in Sy. No.228 Part & 227 Part SOUTH: Sy. No. 2 and 7 of Satamrai Village EAST: Boundary of Langarguda Village

WEST : NH-44 & Sy. No.5 (p) of Satamrai Village

SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE/S

Signature Name: Mr.	Please affix
Residing at:	photograph and sign across the
SIGNED AND DELIVERED BY THE WITHIN NAMED:	photograph
PROMOTER/DEVELOPER (Authorized signatory)	
	Please affix photograph and
Signature	sign across the
Name: Mr. K V RAMA RAO	photograph
Address: Plot No. 1131, Door No. 8-2-2293/82/A/1,	
2 nd Floor, Road No. 36, Jubilee Hills,	

Landmark: Peddamma Gudi Metro Station,

Hyderabad-500 033.	
At Hyderabad, on	, in the presence of WITNESSES:
1. Signature:	
Name:	
Address:	