

**ANNEXURE
(See rule 38)
AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 20____,

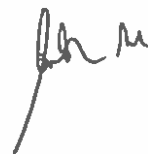
By and Between

1. **M/s. ESTEEM VILLAS PVT. LTD.**, (CIN No. U70100TG2007PTC055325) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech Chambers, Road No:2, Banjara hills, Hyderabad - 34, PAN No.AABCE8245R, represented by its Managing Director Mr. Sourabh Modi, S/o. Late Sri Satish Modi, aged 50 years, Occupation: Business, (Aadhaar No.904848387017) authorized vide board resolution dated 31-03-2009.
2. **M/s STERLING AVENUES PVT. LTD.**, (CIN No. U70100TG2007PTC055332) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech Chambers, Road No:2, Banjara hills, Hyderabad - 34, PAN No.AALCS1277M represented by its Managing Director Mr. Sourabh Modi, S/o. Late Sri Satish Modi, aged 50 years, Occupation: Business, (Aadhaar No.904848387017) authorized vide board resolution dated 31-03-2009.
3. **M/s. EDIFICE HOMES INDIA PVT. LTD.**, (CIN No. U45200TG2007PTC053898) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech Chambers, Road No:2, Banjara hills, Hyderabad - 34, PAN No. AABCE7725Q, represented by its Managing Director Mr. Sourabh Modi, S/o. Late Sri Satish Modi, aged 50 years, Occupation: Business, (Aadhaar No.904848387017) authorized vide board resolution dated 05-09-2007.
4. **M/s. MODI BUILDERS & INFRASTRUCTURES PVT. LTD.**, (CIN No. U45200TG2007PTC053309) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech Chambers, Road No:2, Banjara hills, Hyderabad - 34, PAN No.AAFCM0052Q, represented by its Managing Director Mr. Sourabh Modi, S/o. Late Sri Satish Modi, aged 50 years, Occupation: Business, (Aadhaar No.904848387017) authorized vide board resolution dated 23/12/2011. (hereinafter called the "PROMOTER(S)" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns).

AND

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

The Promoter and Allottee(s) shall herein collectively be referred to as the "Parties" and individually as a "Party".



DEFINITIONS:

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

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

WHEREAS:

- A. The Promoters are the absolute and lawful owner of land admeasuring Ac 15-00 Guntas in Survey Nos. 63/P, 64/P, 65/P, 66/P, 67/P, 68/P, 69/P, 70/P, Shambhupur Village, Dundigal Municipality, Dundigal/Gandimaisamma Mandal, Medchal-Malkajgiri District having purchased the same under registered sale deed No's 3294/2007, dated: 26/12/2007, 2201/2008, Dated: 19/02/2008, 6305/2008, Dated: 13/06/2008, 235/2008, Dated: 05/01/2008, 6304/2008 Dated:13/06/2008, 13592/2008, Dated: 29/10/2008, 1591/2008, Dated: 02/02/2008, 3567/2008, Dated: 29/03/2008, 5284/2008, Dated: 16/05/2008, and 6306/2008, Dated: 13/06/2008 registered at office of the Sub-Registrar, Quthbullapur and the rights of the promoters are confirmed vide mutation Order No's. A/1548/08 dated: 28/04/2008, A/1545/08 dated: 28/04/2008, A/1549/08 dated: 28/04/2008 and A/1544/08 dated: 28/04/2008 issued by MRO, Quthbullapur, R.R. District. The Promoters are planning to develop the entire area admeasuring Ac. 15-00 Guntas in Phases. The Promoters are developing the Phase I area admeasuring Ac 4-38 Guntas into a residential housing project under the name and style 'EDIFICE' and the Project 'EDIFICE' is registered with the Telangana Real Estate Regulatory Authority on 24/12/2019, under Registration No. P02200001454. The Promoters are developing the Phase II area admeasuring Ac 5-22.8 Guntas falling in Sy No. 63/P, 64/P, 65/P, 66, 67/P, 68/P, 69/P into a residential housing project under the name and style 'ESTEEM' and hereinafter referred to as the said land ("Said Land"). The balance area of Ac 4-19.2 Guntas is proposed for future development by the Promoters.
- B. The Promoters are making a multi storied residential group housing project as per the terms of Project Consortium and Revenue Sharing Agreement dated 04/08/2021. The Said Land is earmarked for the purpose of building a residential Apartment project, comprising of Apartment blocks A, B to be developed along with an amenities block (club house), landscaped gardens etc., and the same shall be known as 'ESTEEM' and shall hereafter be called the "Project".
- 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 Said Land on which Project is to be constructed have been completed;
- D. The promoter has obtained sanction for the Project vide Sanction No 042508/MED/R1/U6/HMDA/02022021, dated 31-07-2021 from The Commissioner, HMDA.
- E. The Promoter has obtained the sanction plan, specifications and approvals for the Project from The Commissioner, HMDA and Office of the Municipal Council: Dundigal, Medchal-Malkajgiri District. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F. The Promoter has applied for registration of the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad obtained registration for the same vide _____.

- G. The Allottee(s) had applied for an Apartment in the Project vide Provisional Allotment / Booking form dated _____ and has been allotted Apartment no. _____ having carpet area of _____ square feet, exclusive verandahs, balconies, External Walls area of _____ sq. feet, totally having a built up area of _____ sq. feet and super built up area (including proportionate common areas) of _____ sft, and undivided share of land admeasuring _____ sq yards on _____ floor in Block _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the Apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Promoters in the scheme of the development of 'ESTEEM' have planned blocks A & B of ground plus 12 floors and all the occupants of the blocks will share the club house (common amenities block) as common infrastructure without any objections from any of the Allottee(s). The Project is envisaged as a long duration project and the Allottee(s) of any block will not raise any objections to the construction of future blocks/ their sanction / modifications / renewal etc. The each block of the "Project" A & B will be handed over within the stipulated time mentioned in this agreement and will not be linked to construction of other blocks.
- J. 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;
- K. 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;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Apartment and the garage/covered parking as specified in para G.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(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 Rs. _____ (Rupees _____ only ("Total Price") and the break up and description of the costs is as under:

Block no _____	Rs _____ /-
Apartment no. _____	
Floor _____	

Garage/Covered parking	
GST	Rs /-
"Total price" (in rupees)	Rs /-

*The cost of Apartment includes the cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas if any, proportionate cost of common areas, preferential location charges and taxes. Maintenance charges will be paid extra as per para 11 etc.,

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service tax or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee(s) and the project to the association of Allottee(s) or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the promoter shall be increased/reduced based on such change/modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(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 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 within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of 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 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 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 may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 6% 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.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, plot or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/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 of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.
- 1.7 The Promoter confirms that the area sold will be as per the agreement and the Allottee(s) confirms that the area of the Apartment is exactly as per agreement and both parties agree that there will be no change in price on this ground.
- 1.8 Subject to para 9.3 the Promoter 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 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 shall hand over the common areas to the association of Allottee(s) after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, 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, as the case may be at a designated time following all safety precautions as required by the Promoter.
- 1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Apartment along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the entire project to be made in phases, consisting of Blocks A & B, is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form

a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(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 both the blocks of the project consisting of Block A & B of 'ESTEEM'.

1.10 The Promoter 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 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 agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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

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 Rules. (SBI MCLR+2%)

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'Modi Builders and Infrastructures Private Limited - Esteem - Collection Account' payable at A/c. No. 7745095742.

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 with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(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 accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s) shall keep the Promoter 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 immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(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 shall be issuing the payment receipts in favour of the Allottee(s) only.
- 4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee(s) authorizes the Promoter 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 to adjust his payments in any manner.
- 5 **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the 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 **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by HMDA and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement. It is specifically agreed that the project will be constructed in phases / blocks and the infrastructure will be developed over the entire period of the project notwithstanding the completion and handover of individual Apartments/blocks.
- 7 **POSSESSION OF THE APARTMENT:**
- 7.1 **Schedule for possession of the said Apartment -** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31/12/2031, 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(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 90 days from that date. The promoter shall

intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is clearly agreed that Block A of the Project will be handed over on or before 31/12/2027, Block B on or before 31/12/2031, and hand over of any of the blocks is assumed to the fulfillment of the Promoters Obligation to the Allottee(s) of that block.

- 7.2 Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the Allottee(s) fails to take delivery within the time specified in the notice, he shall be liable for payment of all on goings including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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 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, to the Allottee(s) at the time of conveyance of the same. However it is specifically agreed that the Allottee(s) can take possession and or get the conveyance deed registered for his Apartment on or before the date of completion on mutual agreement with the Promoter.
- 7.3 Failure of Allottee(s) to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the 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/Plot] to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee(s) or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of Allottee(s) or the competent authority, as the case may be, within thirty days after obtaining the completion certificate]. It is specifically agreed that the Allottee(s) can take possession of his Apartment and on or before the date of completion on mutual agreement with the Promoter
- 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, the promoter 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 to the Allottee(s) within three months of such cancellation or at the time that the Promoter is able to resell the said Apartment/Plot to another purchaser, whichever is later. However it is specifically agreed that the Allottee(s) cannot

cancel or ask for refund of the Apartment if the same has already been conveyed in the Allottee(s) favour by mutual agreement.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 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 shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee(s) within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

1. The Promoter hereby represents and warrants to the Allottee(s) as follows:
 - (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project;
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of Allottee(s) or the competent authority, as the case may be;
 - (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Apartment, 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 in respect of the said Land and/or the Project except those disclosed in the title report.
2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-
- (i) To maintain the Apartment at the Allottee(s) own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee(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 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 color scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good 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 and/or the Society or the Limited Company.
 - (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
 - (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee(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 out-goings in accordance with the terms of this Agreement.
- (x) Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Allottee(s) shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee(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; However if the Allottee(s) has already taken possession and the conveyance deed is executed then the promoter cannot be deemed to be in default with respect to this Allottee(s).
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter 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 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 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, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee(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 2 consecutive demands made by the Promoter 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 on the unpaid amount at the rate prescribed in the Rules (SBI MCLR + 2%);
- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter 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 amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Apartment/Plot to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee(s). [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s). It is specifically agreed that in the event the Allottee(s) and the promoter agree to register the Semi-Finished Apartment and the Allottee(s) will make payments as prescribed in this agreement towards the cost of finishing the construction of the Apartment.

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

1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee(s) and the cost of maintenance shall be borne by the Promoter and the Allottee(s), proportionate to the plots/Apartments/ buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.
2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Allottee(s), the Promoter shall be the occupant in respect of any Apartment/building.

12. DEFECT LIABILITY:

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s)

from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

2. Notwithstanding anything contained in the above clause the 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 shall transfer manufacturers 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.
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 / 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 entire project 'ESTEEM', 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 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 a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. It is specifically agreed that the entire project of 'ESTEEM' is in phases and the infrastructure will be as per the sanction of the competent authorities. There are blocks A & B consisting of 2 cellars plus ground plus 12 floors and the Allottee(s) is aware of the same. The Allottee(s) is deemed to have given a no objection to the construction / renewal of sanction / re-sanction of the blocks as long the as original design of the blocks is not changed.

18. MORTGAGE OR CREATE A CHARGE:

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

19. FORMATION OF ASSOCIATION OF ALLOTTEE(S) AND CONSENT OF ALLOTTEE(S):

The Promoter 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 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 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 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 Allottee(s) formed by the Promoter. However for the sake of convenience the promoter can choose to form the association earlier.
- b) If the promoter fails to form the Association of Allottee(s), the Authority shall by an order direct the Promoter 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 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 does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Quthbullapur, Medchal-Malkajgiri District as and when intimated by the Promoter. 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) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(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. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.
22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S):** It is clearly understood and 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 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 in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter 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. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

- 26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.
- 27. FURTHER ASSURANCES:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 28. PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Quthbullapur, Medchal - Malkajgiri District. Hence this Agreement shall be deemed to have been executed at Hyderabad.
- 29. NOTICES:** That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee(s)
 _____ (Allottee(s) Address)

M/s. ESTEEM VILLAS PVT. LTD., M/s STERLING AVENUES PVT. LTD., M/s. EDIFICE HOMES INDIA PVT. LTD., M/s. MODI BUILDERS & INFRASTRUCTURES PVT. LTD., 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech Chambers, Road No:2, Banjara hills, Hyderabad - 500034.

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

- 30. JOINT ALLOTTEE(S):** That in case there are Joint Allottee(s) all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).
- 31. SAVINGS:** 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 thereunder including other applicable laws of India for the time being in force.

- 33. DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.
- 34. ADDITIONAL TERMS AND CONDITIONS AND UNDERSTANDING BETWEEN THE ALLOTTEE(S) AND THE PROMOTER:** The Allottee(s) and the promoter have recorded this additional points of agreement for the benefit of both parties:
- i) If the Allottee(s) has opted to obtain a housing loan for the project, it shall be the Allottee's responsibility to ensure that home loan is sanctioned and disbursed as per the payment terms mentioned in schedule 'C'. Delayed payments will be liable to interest as per clause 1.11 above. Nonpayment shall be treated as a default as per clause 9.3 above.
 - ii) For the purposes of obtaining the housing loan the Allottee(s) may request the Promoter to execute the conveyance deed for the unfinished structure and agreement of construction for finishing the Apartment. The Allottee(s) agrees to abide the future payments as per the agreement of construction.
 - iii) The Allottee(s) confirms that he has seen the sanction plan and is satisfied that the sanction is as per the agreement, specifications and as per the prospectus and shall not raise any further objections in this regard.
 - iv) It is specifically agreed that the entire project of 'ESTEEM' is in phases/ blocks and the infrastructure will be as per the sanction of the competent authorities. There are 2 blocks A & B consisting of 2 Cellars plus ground plus 12 floors and the Allottee(s) is aware of the same. The Allottee(s) is deemed to have given a no objection to the construction / renewal of sanction / re-sanction of the blocks as long the as original design of the blocks is not changed.
 - v) It is specifically agreed that an area of 2590.54 Sq Mtrs or 3098.26 Sq. yds, has been handed over to the local authority towards master plan road and Allottee is aware of the same. The Allottee shall not object to the use of this road for the balance land from the exiting approach road and same is not part of the common area of the project.
 - vi) After the Semi-Finished Apartment is conveyed this Allottee(s) agrees that the Allottee(s) shall not ask for cancellation of the Apartment and its associated Agreement of construction and is only entitled to compensation due to delay of construction of his Apartment and not related to the status of the other Apartments or infrastructure in the other blocks of the project.
 - vii) It is specifically understood that the commercial area on Ground floor of the club house/ amenities block for Super Market/ Laundry/ Cafeteria/ Coffee shop etc shall belong to Promoter for sale to third party. The other facilities shall not be for sale and shall be run by the association on no-profit basis. The Allottee(s) clearly understands that the operation of the commercial facility like Super Market/Laundry/Cafeteria etc, shall be commenced only after the occupancy of the project is sufficient to make the operation viable.
 - viii) The Allottee(s) shall be entitled to use the facilities of the Club House. The Allottee(s) is entitled to assign his right to use the above clubhouse to his tenants/lessees in the event of lease of the house. The Clubhouse will be run by the association mentioned above & the monthly fees shall be nominal. The Clubhouse will be run on no profit no loss basis. The association will also be in charge of maintaining all the common amenities, such as landscaped gardens/roads, sports facilities/common security etc. However, the "Commercial Areas" forming a part of the club house building and/or other area of 'ESTEEM' shall belong exclusively to the Promoter who are at liberty to sell / lease the same to third parties.
 - ix) The allottee(s) confirms that he shall pay 2 years of maintenance amount upfront to the Promoter towards maintenance charges on the date of the handover at the prevailing rate fixed by the Promoter(s). These funds shall be used towards maintenance costs of the project by the Promoter or Association as the case may be.

- x) It is specifically understood that upon registration of this Agreement for Sale, all previous agreements are deemed to be superseded by the terms and conditions of this Agreement for sale.
- xi) This agreement shall in be in two sets of originals, one with the Allottee(s) and one with the promoter

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee(s) : (including joint buyers)

(1) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:**

(1) M/s. ESTEEM VILLAS PVT. LTD.

Rep. by Mr. Sourabh Modi

Address: 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech
Chambers, Road No:2, Banjarahills, Hyderabad - 34

Signature _____

Please affix
photograph and
sign across the
photograph

(2) M/s STERLING AVENUES PVT. LTD.

Rep. by Mr. Sourabh Modi

Address: 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech
Chambers, Road No:2, Banjarahills, Hyderabad - 34

Signature _____

Please affix
photograph and
sign across the
photograph

(3) M/s. EDIFICE HOMES INDIA PVT. LTD.

Rep. by Mr. Sourabh Modi

Address: 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech
Chambers, Road No:2, Banjarahills, Hyderabad - 34

Signature _____

Please affix
photograph and
sign across the
photograph

(4) M/s. MODI BUILDERS & INFRASTRUCTURES PVT. LTD.
Rep. by Mr. Sourabh Modi
Address: 8-2-120/76/1/B/16,17 & 18, 4th Floor, Ashoka Hi-Tech
Chambers, Road No:2, Banjara Hills, Hyderabad - 34

Please affix
photograph and
sign across the
photograph

Signature _____

At Hyderabad on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

Schedule 'A'

All that portion forming an Apartment no. _____ having carpet area of _____ square feet, exclusive verandahs, balconies, External Walls area of _____ sq. feet, totally having a built up area of _____ sq. feet and super built up area (including proportionate common areas) of _____ sft, and undivided share of land admeasuring _____ sq yards on _____ floor in Block _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____, forming part of the group of residential Apartments collectively named as 'ESTEEM' situated in Ac 5-22.8 Guntas of land in Survey Nos. 63/P, 64/P, 65/P, 66, 67/P, 68/P & 69/P, Shambhupur Village, Dundigal Municipality, Dundigal/Gandimaisamma Mandal, Medchal-Malkajgiri District marked in red in the plan enclosed and bounded as under:

➤ **BOUNDARIES FOR LAND (AREA: Ac 5-22.8 Guntas)**

North	Neighbor's land
South	100' wide Master Plan Road
East	Land belonging to Promoter (Phase 1 Edifice Project)
West	Land belonging to Promoter (Phase 3)

➤ **BOUNDARIES FOR APARTMENT NO. _____ IN _____ FLOOR**

North	_____
South	_____
East	_____
West	_____

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

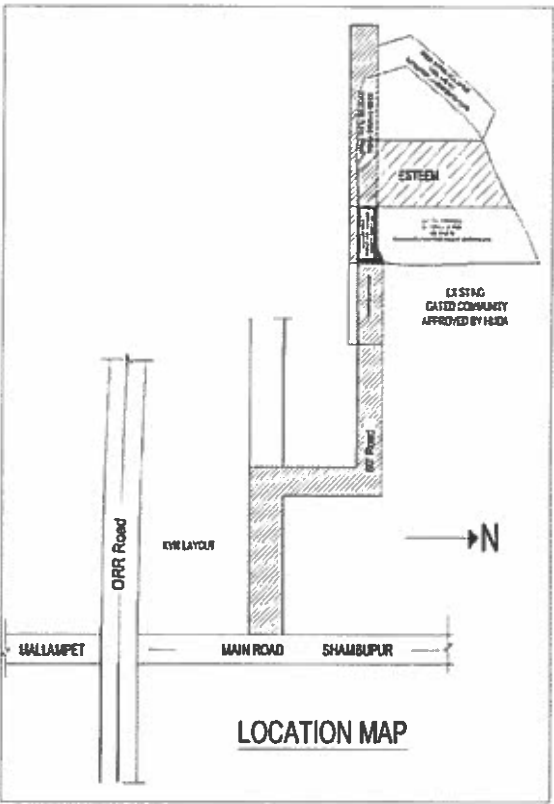
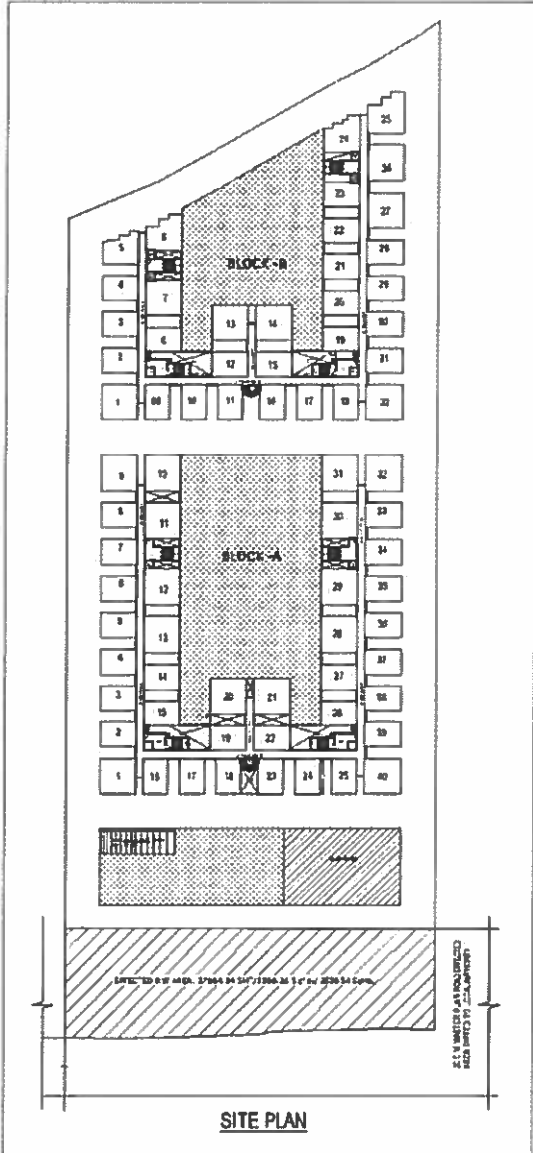
Schedule 'B'

PLAN SHOWING APARTMENT NO. _____ ON THE FLOOR BLOCK
GARAGE/COVERED PARKING NO. _____ IN 'ESTEEM' SITUATED IN AC 5-22.8
GUNTAS OF LAND IN SURVEY NOS. 63/P, 64/P, 65/P, 66, 67/P, 68/P & 69/P,
SHAMBHUPUR VILLAGE, DUNDIGAL MUNICIPALITY, DUNDIGAL/GANDIMAISAMMA
MANDAL, MEDCHAL-MALKAJGIRI DISTRICT.

APARTMENT PLAN TO BE INSERTED

LAYOUT

LOCATION PLAN



PARKING PLAN TO BE INSERTED

WITNESSES:

1. Signature_____
- Name_____
- Address_____
2. Signature_____
- Name_____
- Address_____

For Esteem Villas
Pvt. Ltd.
Managing Director

For Sterling Avenues
Pvt. Ltd.
Managing Director

For Edifice Homes India
Pvt. Ltd.
Managing Director

For Modi Builders &
Infrastructures Pvt. Ltd
Managing Director

Schedule 'C'

	Installment	Amount	Due date for payment	Remarks
i.	Booking amount		paid	10% of TSC
ii.	Margin Amount			10% of TSC
iii.	First installment			(40% of TSC) to be paid on the date registration of Semi-Finished Apartment
iv.	Second installment			(20% of TSC) to be paid on completion of RCC Works of _____ floor Slab
v.	Third Installment		Within 10 days of completion of brick work of the Apartment	(10% of TSC) to be paid on completion of Brick work of the Apartment
vi.	Fourth Installment		Within 10 days of completion of flooring	(5% of TSC) to be paid on completion of flooring of the Apartment
vii.	Final Installment		Within 30 days of intimation of handover	(5% of TSC) to be paid on completion of the Apartment
	Total	Rs. /-		

WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address_____

Schedule 'D'**SPECIFICATIONS OF APARTMENT**

Structure	RCC Framed Structure.
Walls	Solid cement blocks.
Flooring	Vitrified flooring.
Windows	Powder coated aluminum with mosquito mesh and M.S. grills.
Doors	Teak wood frames with Skin doors.
Kitchen	Granite slabs on kitchen platform. Stainless Steel sink.
Painting	Internal finish Lappum with OBD, External Texture finish. Enamel paint on doors.
Electrical	Concealed wiring, Modular switches.
Toilets	Ceramic tiles up to door height, Good quality sanitary / CP fittings. Provision for Washing Machine
Plumbing	Good Quality PVC/CPVC Pipes.
Water Supply	Bore Well Water, Individual R.O in kitchen.
Generator	Generator Back Up for lifts, pumps and common areas lighting. Generator back up for each Apartment for lights & fans.
Security	24 hours security service. CCTV Surveillance.
Fire Safety	Smoke detectors in each flat. Fire Fighting Equipment
Parking	Cellar Parking

NOTE: Final Specifications may be subject to minor changes.

WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address _____

SCHEDULE 'E' AMENITIES IN 'ESTEEM'

Item	AMENITIES
Amenities	Landscaped Gardens Sports Facilities Playgrounds Clubhouse 24 hrs security, CCTV Fire fighting equipment STP Solar Lighting for common areas and LED's Two cellars for Parking
Club House:	Super Market / Grocery Cafeteria Pharmacy Laundry Business Center / Conference Room Library Yoga / Aerobic Gymnasium Banquet Hall Saloon Indoor Games / Pool Room Guest Rooms TV Room Swimming Pool Indoor badminton court

NOTE: Final AMENITIES may be subject to minor changes.

WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address _____

