#### ANNEXURE

# [See rule 33]

# **AGREEMENT OF SALE**

	THIS DEED	OF AGREEMENT OF SALE is made and executed on this
the _	day of	, <b>2022</b> at Hyderabad by and between:

- SRI.MALLUPEDDI RAKESH KUMAR SON OF SRI.AJAY KUMAR, aged about 38 years, Occupation: Employee, Resident of H.No.40-12-3/3,SITA RAMA NAGAR,PATAMATALANKA, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH STATE.(PAN NO.CBMPM0763P) (AADHAR NO.667707306588)
- 2. SMT.LAHIRI HANUMANULA ALIAS HANUMANULA LAHARI D/O.SRI.H.SIVA RAMA KRISHNAIAHAND WIFE OF SRI.NAVEEN DUPPATI, aged about 38 years, Occupation: Employee, Resident of PATAMATA, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH STATE., Present address: 42164, Oak Crest Cir, Aldie, VA-20105, USA. (AADHAR NO.3820 9881 8115).
- 3. SMT.GUTTIKONDA JHANSI KUMARI WIFE OF SRI.MALLUPEDDI AJAY KUMAR, aged about 69 years, Occupation: Retired Employee, Resident of PATAMATA, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH STATE.(PAN NO.ANNPG0725G), (AADHARNO.304074828241).
- SMT.RAAVI PRAVEENA WIFE OF LATE.RAAVI SATISH, aged about 40 years, Occupation: Housewife, (AADHAR NO.XXXX XXXX 3558) (PAN NO.EAUPP2138C) (REP.BY NATURAL GUARDIAN TO VENDOR NO.3)

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- RAAVI DHATRI D/O.LATE.RAAVI SATISH, aged about 19 years,
   Occupation: Student, (AADHAR NO.XXXX XXXX 5200)
- 6. RAAVI JITHIN (MINOR) D/O.LATE.RAAVI SATISH, aged about 16 years, Occupation: Student, (AADHAR NO.XXXX XXXX 4045)

Party Nos.4 to 6 are Residing at WARD NO.5, VIDYA NAGAR, 5<sup>th</sup> CROSS ROAD, NEAR GANGA MATHA TEMPLE, BELLARY, CANTONMENT AND BELLARY, KARNATAKA-583 104.

- 7. SRI.TATINENI RAMESH SON OF SRI.VENKATESWARA RAO, aged about 63 years, Occupation: Retired Employee, Resident of DOOR NO. 40-12-4/1-1, F-4, SUMALATHA MANSION, PATAMATA LANKA MAIN ROAD, PATAMATALANKA, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH STATE (AADHAR NO.XXXX XXXX 9555) (PAN NO. ABIPT9104F)
- 8. SMT.BOLLINENI VENKATA RAGHAVAMMA D/O.SRI.TATINENI VENKATESWARA RAO, aged about 68 years, Occupation: Housewife, Resident of HOUSE NO.8-3-790/9/2/A, SHALIVAHANA NAGAR, YELLAREDDYGUDA, HYDERABAD-500 073, TELANGANA STATE., (PAN NO.ADYPB3965G) (AADHAR NO.7334 3241 8823)
- 9. SMT.SIMHADRI CAPTAIN LAKSHMI D/O.SRI.SRI.TATINENI VENKATESWARA RAO, aged about 58 years, Occupation: Housewife, Resident of DOOR NO.4-156, CHINTHA CHETTU CENTER, AVANIGUDA, KRISHNA DISTRICT, ANDHRA PRADESH STATE., (AADHAR NO.XXXX XXXX 8082)
- 10. SRI.TATINENI RAMESH SON OF SRI.VENKATESWARA RAO, aged about 63 years, Occupation: Retired Employee, Resident of DOOR NO. 40-12-4/1-1, F-4, SUMALATHA MANSION, PATAMATA LANKA MAIN ROAD, PATAMATALANKA, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH STATE (AADHAR NO.XXXX XXXX 9555) (PAN NO. ABIPT9104F)

- 11. SMT.BOLLINI DHARITRI D/O.SRI.UPENDRA KUMAR AND WIFE OF SRI.VENKATA SATISH POTINENI, aged about 37 years, Occupation: Employee, Resident of 10635, Belshill St, Richmond, Texas-77407, USA.(AADHAR NO.437610363288)
- 12. SMT.BOLLINI VENKATA RAGHAVAMMA WIFE OF SRI.UPENDRA KUMAR, aged about 68 years, Occupation: Retired Employee, Resident of HOUSE NO.2-294/F2, G.N.P.V.HOMES, MARUTHI NAGAR, MEERPET, HYDERABAD-500 097, TELANGANA STATE. (PAN NO. ADYPB3965G) (AADHAR NO.7334 3241 8823) (MOBILE NO. 8121916605)
- 13. SMT.P.RAJANI DEVI WIFE OF SRI.RAMA RAO, aged about 59 years, Occupation: Housewife, Resident of HOUSE NO.62-2-29, RAMALAYAM STREET, NEAR LIBRARY, PATAMATA LANKA, VIJAYAWADA (URBA0
  KRISHNA DISTRICT-520 010, ANDHRA PRADESH STATE (AADHAR NO.3206 0291 8763)
- 14. SRI.RAMARAO PATIBANDLA SON OF SRI.P. KUTUMBA RAO, aged about 62 years, Occupation: Business, Resident of HOUSE NO.62-2-29, RAMALAYAM STREET, NEAR LIBRARY, PATAMATA LANKA, VIJAYAWADA (URBAN) KRISHNA DISTRICT-520 010, ANDHRA PRADESH STATE (AADHAR NO.3603 0402 2029), PAN NO. AODPP3792B)
- 15. SMT.GORREPATI PRASANTHI D/O.SRI.G.KISHORE AND WIFE OF SRI.K.RAVI TEJA, aged about 31 years, Occupation: Housewife, Resident of K.C.P, VUYYURU, KRISHNA DISTRICT, ANDHRA PRADESH STATE., PRESENT ADDRESS: FLAT NO.407, AMRUTHA HEIGHTS, PORANKI, VIJAYAWADA, KRISHNA DISTRICT, ANDHRA PRADESH STATE., (AADHAR NO.6266 3497 2773).

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- **16. SRI.KONERU NARENDRA SON OF SRI.K.A.S.V.PRASAD,** aged about 43 years, Occupation: Software Engineer,
- **17. SMT.K.USHA SREE WIFE OF SRI.K.NARENDRA,** aged about 41 years, Occupation: Software Engineer,

Both are Residing at 629M GLEN BRROK DRIVE, PULO ALTO-94306, CALIFORNIA, U.S.A,

M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED, having its 18. Registered Office at FLAT NO.404, PLOT NOS.98, 99 AND 100, RAMNCHANDRA RESIDENCY. SRINIVASA NAGAR NIZAMPET, HYDERABAD-500 090, Rep.by its Managing Director: Sri.PALLEMPATI NAVEEN S/o.P.RAMACHANDRA RAO, aged about 41 Years, Occupation: Business, Resident of FLAT NO. 403, PLOT NOS.98, 99 AND 100, RAMACHANDRA RESIDENCY, SRINIVASA NAGAR COLONY, NIZAMPET, HYDERABAD-90, TELANGANA STATE.(PAN NO.AAHCR6185M) (AADHAR NO.6118 9623 9869)(MOBILE NO. 7799883738)M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED, having its Registered Office at FLAT NO.404, PLOT NOS.98, 99 AND 100, RAMNCHANDRA RESIDENCY, SRINIVASA NAGAR COLONY, NIZAMPET, HYDERABAD-500 090, Rep.by its Managing Director: Sri.PALLEMPATI **NAVEEN** S/o.P.RAMACHANDRA RAO, aged about 41 Years, Occupation: Business, Resident of FLAT NO. 403, PLOT NOS.98, 99 AND 100, RESIDENCY, RAMACHANDRA SRINIVASA NAGAR COLONY, NIZAMPET. HYDERABAD-90, TELANGANA STATE.(PAN NO.AAHCR6185M) (AADHAR NO.6118 9623 9869)(MOBILE NO. 7799883738)

#### (Hereinafter called the vendors/landowners)

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**

M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED, having its Registered Office at FLAT NO.404, PLOT NOS.98, 99 AND 100, RAMNCHANDRA RESIDENCY, SRINIVASA NAGAR COLONY, NIZAMPET, HYDERABAD-500 090, Rep.by its Managing Director: SRI.PALLEMPATI NAVEEN SON OF SRI.P.RAMACHANDRA RAO, aged about 42 Years, Occupation: Business, Resident of FLAT NO.403, PLOT NOS.98, 99 AND 100, RAMACHANDRA RESIDENCY, SRINIVASANAGAR COLONY, NIZAMPET, HYDERABAD-500 090, TELANGANA STATE. (PAN NO. AAHCR6185M) (AADHAR NO.6118 9623 9869).

# (Hereinafter called as the "PROMOTER /DEVELOPER")

Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successor in interest and permitted assigns?

#### IN FAVOUR OF

SRI		S/O	, aged about _	years
Occupation:		, Residing at	,	Aadhaaı
no	, Pan No:	, Mobile No	·	

(Hereinafter called as the "Allottee/s"/" Purchaser/s")

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

The Landowner/Vendor, Promoter/Developer and Allottee/s/Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### **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 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 Real Estate (Regulation and Development) Act, 2016
- e) "Section" means a section of the Act.
- f) "Saleable Area" includes Carpet Area plus veranda/balcony area which are exclusively meant for the Purchaser/Allottee plus the proportionate share of Common Areas and any other area as agreed between the Promoter/Developer/Vendor and Purchaser/Allottee in the agreement of sale for which a proportionate cost has been collected from the Purchasers/Allottees;



WHEREAS the First Party No.1, herein is sole and absolute owner, and Purchaser of Possessor the PLOT ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 222.92 SQ.MTRS., IN SURVEY NO.142, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR GRAM-PANCHAYAT, **QUTUBULLAPUR** MANDAL, RANGA REDDY DISTRICT, having Purchased the same from: 1)Sri.KanagaalaSeetaramaiah S/o.Sri.VenkataSubbaiah and Others, All G.P.A.Holder: Sri.K.Rama Rep.by their Krishna S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990. of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.2523 of 1993, of Book-I, Volume No.1852, Pages: 223 to 232, Dated: 8th day of April, 1993, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.2, herein is sole and absolute owner, Possessor and Purchaser of the **PLOT** NO.62. ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 222.92 SQ.MTRS., IN SURVEY NO.142, SITUATED AT BACHUPALLY VILLAGE, **GRAM-PANCHAYAT**, PRAGATHINAGAR QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT, having Purchased the same from: 1)Sri.KanagaalaSeetaramaiah S/o.Sri.VenkataSubbaiah and Others, All G.P.A.Holder: Rep.by their Sri.K.Rama Krishna S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.2529of 1993, of Book-I, Volume No.1852, Pages: 283 to 292, Dated: 8th day of April, 1993, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.3, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NO.64. ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 221.92 SQ.MTRS., IN SURVEY NO.142, SITUATED AT BACHUPALLY VILLAGE, **GRAM-PANCHAYAT.** PRAGATHINAGAR QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT, having Purchased the same from: 1)Sri.KanagaalaSeetaramaiah S/o.Sri.VenkataSubbaiah and Others, All G.P.A.Holder: Rep.bv their Sri.K.Rama Krishna Prasad S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.2526 of 1993, of Book-I, Volume No.1852, Pages: 253 to 262, Dated: 8th day of April, 1993, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the LATE.RAAVI SATISH SON OF ADINARAYANA is sole and absolute owner, Peaceful Possessors and Purchasers of the PLOT NO.03, ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 222.92 SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT. having Purchased the same from: Smt.Nallamothu Krishna Veni W/o.Sri.N. Veera Brahmam, Rep.by her G.P.A. Holder: Sri.Knagala Rama Devi W/o.Sri.K.Ramakrishna. (Vide Registered GPA Document No.1740 of 1994, of Book-I, Dated: 11th day of July, 1994, Registered in the Office of the Sub-Registrar, Vijayawada, Krishna Dist), by Virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.3183 of 2001, of Book-I, Dated: 20th day of April, 2001, Registered in the Office of Sub-Registrar, Medchal. And the said Late. Raavi Satish S/o. Sri. Adinarayana, expired in the year 2017, Date of Death: 21-07-2017, Date of Registration: 13-03-2019, Death Certificate issued by the Registrar of Births and Deaths Gram-Panchayat, Uddehal, and after his death his Wife, Son and Daughter (First Parties Nos.4 to 6), Smt.Raavi Praveena, RaaviDhatri, RaaviJithin, being the only legal heirs became the absolute owners of the Property by means of Family Member by the Tahilsdar, Bommanahal, Vide issued No.FAMC0117009090350, Dated: 07-08-2017.

WHEREAS the First Party No.7 to 9, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NO.4, ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 222.92 SQ.MTRS.. IN SURVEY **BACHUPALLY** NOS.142 143, SITUATED ΑT AND VILLAGE. **GRAM-PANCHAYAT**, PRAGATHINAGAR QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT. Originally the above said Property was purchased by Late.Sri.Tatineni Venkatgeswara Rao, having Purchased the same from: 1)Sri.KanagaalaSeetaramaiah S/o.Sri.VenkataSubbaiah and Others, All are Rep.by G.P.A.Holder: Sri.K.Rama Krishna Prasad S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.9519 of 1992, of Book-I, Volume No.1782, Pages: 423 to 432, Dated: 17<sup>th</sup> day of November, 1992, Registered in Sub-Registrar, of the Medchal. And Sri.TatineniVenkateswara Rao expired in the year 2013, Date of Death: 13-08-2013, and after his Death his Wife Smt. Tatineni Koteswaramma too expired in the year 2018, Date of Death: 18-11-2018, Death certificate issued by the Vijayawada Municipal Corporation Patamata-Patamatalanka-Rudra bhoomi, Sanitary Inspector, Municipal Corporation, Vijawada, after their Death the First Parties/land Owners being the only legal heirs by means of Family Member Certificate issued by the Government of Andhra Pradesh Revenue Departments, Dated: 05-12-2014, Tahsildar, Movva Mandal.



WHEREAS the First Party No.10, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NO.07. ADMEASURING:266.66SQ.YARDS OR **EQUIVALENT** TO SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT., having Purchased the same from: 1)Sri.Kanagaala Seetaramajah S/o.Sri.VenkataSubbajah and Others, All are Rep. by their G.P.A. Holder: Sri.K.Rama Krishna Prasad S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.10400 of 1990, of Book-I, Volume No.1426, Pages: 445 to 452, Dated: 30th day of November, 1990, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.11, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT **NO.08** ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 222.02 SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT, having Purchased the same from: Smt.BattulaMalathi W/o.Sri.B.S.Srinivasa Rao, Rep.by her General Holder: Sri.Mallupeddi Power of Attorney Aiav S/o.Sri.RamaSubbaiah, (Vide Registered GPA Document No.03 of 1998, of Book-IV, Volume No.176, Pages: 327 to 330, Dated: 12<sup>th</sup> day of January, 1998, Registered in the Office of the Joint Sub-Registrar, R.O.Vijayawada, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.251 of 1998, of Book-I, Volume No.2685, Pages: 201 to 208, Dated: 19th day of January, 1998, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.12, herein is sole and absolute owner, and Possessor Purchaser of the PLOT NO.58. ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 223.0 SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT, having Purchased the same from: 1)Sri.Kanagaala Seetaramaiah S/o.Sri.VenkataSubbaiah and Others, All are Rep.by their G.P.A.Holder: Sri.K.Rama Krishna Prasad S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990. of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.898 of 1991, of Book-I, Volume No.1461, Pages: 43 to 50, Dated: 5<sup>th</sup> day of February, 1991, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.13, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NO.5, ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 222.92 SQ.MTRS., IN SURVEY NOS.142 AND 143. SITUATED ΑT BACHUPALLY PRAGATHINAGAR **GRAM-PANCHAYAT**, QUTUBULLAPUR MANDAL.RANGA REDDY DISTRICT, having Purchased the same from: 1)Sri. Kanagaala Seetaramaiah S/o.Sri.VenkataSubbaiah and Others, All are Rep.by their G.P.A.Holder: Sri.K.Rama Krishna Prasad S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.1518 of 1991, of Book-I, Dated: 26th day of February, 21991, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.14, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NO.60. ADMEASURING:266.66SQ.YARDS OR **EQUIVALENT** TO 222.92 SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL, RANGA REDDY DISTRICT.

Originally LATE.SRI.PATIBANDLA VIJAYA LAKSHMI WIFE SRI.KUTUMBAO RAO was the absolute owner of the above said property having Purchased the same by him from: 1)Sri.Kanagaala Seetaramaiah S/o.Sri.VenkataSubbaiah and Others, all are Rep.by their G.P.A. Holder: Sri.K.Rama Krishna Prasad S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.1516 of 1991, of Book-I, Dated: 26th day of February, 1991, Registered in the Office of the Sub-Registrar, Medchal, and the said Smt.Patibandla Vijaya Lakshmi expired in the year 2017, Date of Death: 17-03-2017, Date of Registration: 25-03-2017, Death Certificate issued by the Registrar of Births & Deaths Municipal Corporation, Vijayawada, and after her death her Son (First Party No.14) SRI.PATIBANDLA RAMA RAO being the Only legal heir became the absolute owner of the Property by means by Family Member Certificate issued by the Tahsildar, Vijayawada Urban, Krishna District, Vide its No.FAMC011700932584, Dated:31-08-2017.

For RUDHRA CONSTRUCTIONS PVT. LTD.

WHEREAS the First Party No.15, herein is sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NO.6, ADMEASURING : 266.66 SQ.YARDS OR EQUIVALENT TO 222.92 SQ.MTRS., IN SURVEY NO.142, SITUATED AT BACHUPALLY VILLAGE, PRAGATHINAGAR QUTUBULLAPUR MANDAL.RANGA GRAM-PANCHAYAT. DISTRICT. having Purchased the same from: 1)Sri.KanagaalaSeetaramaiah S/o.Sri.VenkataSubbaiah and Others, All Rep.by their G.P.A.Holder: Sri.K.Rama Krishna S/o.Sri.Seetaramaiah, (Vide Registered GPA Document No.8 of 1990, of Book-IV, Dated: 22<sup>nd</sup> day of March, 1990, Registered in the Office of the Sub-Registrar, Movva, Krishna District), by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.896 of 1991, of Book-I, Volume No.1461, Pages: 27 to 34, Dated: 5th day of February, 1991, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party Nos.16 and 17, herein are sole and absolute owners, Peaceful Possessors and Purchasers of the PLOT NO.59, ADMEASURING: 266.66 SQ.YARDS OR EQUIVALENT TO 223.0 SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHI NAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL,RANGA REDDY DISTRICT, having Purchased the same from: Guttikonda Keerthi D/o.Sri.G,.Rama Rao, by virtue of Registered Sale Deed, Vide Registered Sale Deed Document No.26259 of 2006, of Book-I, Dated: 30<sup>th</sup> day of November, 2006, Registered in the Office of the Sub-Registrar, Medchal.

WHEREAS the First Party No.18, herein are sole and absolute owner, Peaceful Possessor and Purchaser of the PLOT NOS.2, 63, 57 AND 61, (EACH PLOT ADMEASURING: 266.66 SQ.YARDS), TOTALLY ADMEASURING: 1066.64 SQ.YARDS OR EQUIVALENT TO 891.711 SQ.MTRS., IN SURVEY NOS.142 AND 143, SITUATED AT BACHUPALLY VILLAGE, PRAGATHI NAGAR GRAM-PANCHAYAT, QUTUBULLAPUR MANDAL,RANGA REDDY DISTRICT, having Purchased the same by virtue of Registered Sale Deeds, Vide Registered Sale Deed Document Nos.27200 of 2018, 19443 of 2019, 14661 of 2019, of Book-I, All are Registered in the Office of the Sub-Registrar, Medchal, respectively.

For RUDHRA CONSTRUCTIONS PVT. LTD.

Whereas, the VENDORS/ LAND OWNERS 1 to 17, herein above mentioned have entered into a Development Agreement-Cum-General Power of Attorney with the Second Party i.e., M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED, Managing Director: SRI.PALLEMPATI NAVEEN Rep.by SRI.P.RAMACHANDRA RAO, Vide Registered Development Agreement-Cum-G.P.A.Document Nos.3146 of 2019, 11827 of 2019, 3145 of 2019 19462 of 2019, 10397 of 2019, 10398 of 2019, 10396 of 2019, 10395 of 2019, 14658 of 2019, 14659 of 2019, 4719 of 2019, 14660 of 2019, of Book-I, All are Registered in the Office of the Sub-Registrar, Qutubullapur., and the First Party Nos.18 herein is the absolute owner of Plot Bearing Nos.2, 63, 57 and 61, having Purchased the same by virtue of Registered Sale Deed Document Nos.27200 of 2018, 19443 of 2019, 14661 of 2019, and clubbed all the 16 (Sixteen) Plots, in survey nos.142&143 situated at Bachupally village and Mandal, Medchal - Malkajgiri District, Telangana State, for the purpose of developing the same into a residential complex with ownership apartments.

Whereas, the VENDORS/ LAND OWNERS entered into a **Supplementary Agreement registered as document No. 13982/2022** dated: 05.05.2022 registered at S.R.O., QUTHBULLAPUR, Medchal – Malkajgiri District with **M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED**, in respect of the Schedule A Property, situated at Bachupally village and Mandal, Medchal – Malkajgiri District, Telangana State. As per the said Supplementary Agreement the Schedule B Apartment fell to the exclusive share of Developer towards its share.

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- **A.** 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.
- B. The Hyderabad Municipal Development Authority (HMDA) granted the Permission for the construction of Multi-Storied Residential Building consisting of 1 Cellar+ 1 Stilt + 8 Upper Floors Vide Proceeding No. 028775/MED/R1/U6/HMDA/0112019, Dated:19-06-2020 which was released by Nizampet Municipality, Bachupally Mandal, Medchal Malkajgiri District, vide Proceeding No: G1/BP/32/P/NMC/2020, Dated:09.02.2021 and named the Apartment Building as "BHUVI".
- **C.** The permission granted above is effective from the date of its issuance and no certificate of commencement is required.

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D	The Promoter has applied for registration of the Project under the Provisions of the Act with Telangana State Real Estate Regulatory Authority at Hyderabad and the project has been allotted with registered number Dated On
E,	The Allottee/s had applied for an apartment in the Project and has been allotted Schedule B Apartment Noin Block A having Carpet area of Sq. feet, (subject to tolerance +/- 3% on account of structural, design and construction variance), along with proportionate share in common areas of Sq. feet, totally having a saleable area of Sq. feet along with covered <b>One parking</b> area.
F.	The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
G	. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Project;
Н	. 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;
I.	In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the Parties, the Promoter hereby agrees to sell, and the Allottee/s hereby agrees to purchase the Schedule –B Apartment.
assu	THEREFORE, in consideration of the mutual representations, covenants, rances, promises and agreements contained herein and other good and able consideration, the Parties agree as follows:
1.1 Prom	RMS: Subject to the terms and conditions as detailed in this Agreement, the loter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to lase, the Schedule –B Apartment hereinafter called apartment.
Apart <b>towa</b>	The Total Price exclusive of Registration/Stamp Duty Charges for the tment based on the saleable area is (Rs/- + Rs/- rds GST) for a total sale consideration of Rs/- (Rupeesonly).
` '	n:  Total Price above includes the booking amount paid by the allottee/s to the loter towards the Apartment;
	For RUDHRA CONSTRUCTIONS PVT. LTD.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee/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 inany 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, but excludes the Registration / Stamp Duty Charges payable by the Allottee/s at the time of execution of Sale Deed and Agreement for Construction, as the case may be.

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/amendments to the provision of the Act as the case may be; Provided further if there is any increase in the taxes, after the expiry of the schedule 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 the 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 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 electrical 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 with in the apartment and the project; but shall not include the cost of the works, goods or services provided, over and above those agreed under this agreement and as per separate or independent agreements or orders or those mentioned in clause 8.2 (vii).

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- 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, subject to the terms of increase by competent authority. 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 Allottee/s(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 instalments payable by the Allottee/s by discounting such early payments @ 9% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.
- 1.6 It is agreed that the Promoter Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities are described herein at Schedule "D" hereto (which shall be in conformity with the advertisement, prospectus etc., on the basis of which, the sale is effected) in respect of the apartment 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 the Allottee/s shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

- 1.7The Promoter shall confirm the final carpet and saleable area that has been allotted to the Allottee/s after the construction of the Building is complete and the Occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or saleable area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area or saleable area then the Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area or the saleable area, which is not more than three percent of Carpet area of apartment, allotted to Allottee/s, the Promoter 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.
- 1.8Subject to Para 9.3 and execution of conveyance, 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 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 convey undivided proportionate title in the common areas to the association of allottee/s after duly obtaining the completion certificate from the Competent Authority and only flat area will be conveyed to the Allottee/s, as provided in the Act;
- III. That the computation of the price of the Apartment 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, window, fire detection and the and firefighting equipment (as per law) in the common areas, maintenance charges as per 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the Apartment and the project but not those provided over and above mentioned in this agreement.
- **IV.** The Allottee/s has the right to visit the project site to assess the extent of development of the project and his apartment, during visiting hours fixed by the Promoter, but the Allottee/s shall not cause any obstruction or hindrance to the work being carried on in the Project.

- 1.9 It is made clear by the Promoter 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 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) or with other phases of the Project (which are yetto be registered). 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 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 suchother 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		paid	sum	of	sale	consideration	an		of	Rs.
	/- (Rupee	es							_ Only).		

The above mentioned booking amount being part payment towards the Total price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledge and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within 15 days of intimation of the completion of the milestone/work progress of the said apartment; provided that if the Allottee/s delays the payment towards the instalment which is payable as mentioned herein, he shall be liable to pay interest at the rate of 2% per month for the delayed period. The Allottee/s shall issue post-dated cheques for all instalments as per the Payment Plan given, irrespective of mode of funding i.e., self/bank finance. The Allottee/s unconditionally agrees to sign the disbursement forms of respective banks in advance along with the agreement and handover such papers to the Promoter enabling the Promoter to submit with respective banks for release of payments avoiding delay in releasing the instalment amounts without any hindrance and the Promoter hereby undertake and confirm to the Allottee/s that the said disbursal form and the Demand Letter will be submitted with respective banks of prior intimation of at least 15 days from the date of attaining such milestone / landmark of construction progress.

- 1.12 The Post-Dated Cheques will be used only in case the Allottee/s refuses to issue clearance to the bank to disburse instalments, despite the Promoter attaining/completing the given landmark/milestone. The post-dated cheques will be returned to the Allottee/s once, the respective instalment amount is released, and the amount of such instalment is credited to the account of Promoter.
- 1.13 The Allottee/s is/are solely responsible for deduction of TDS @ 1% on each instalment payable to the promoter. And shall also be responsible for submitting the TDS Challan to promoter in order to issue credit notes / receipts in this regard.

#### 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 "M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED" payable at Hyderabad. Provided always that the any intimation, reminder by SMS/Message/E-mail to the registered phone number or e-mail address of the Allottee/s shall be enough written demand of the instalments on the part of Promoter.

#### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility regarding 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 Developer / Owner 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 Developer / Owner shall be issuing the payment receipts in favour of the Allottee/s only.

#### 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 In case the Allottee(s) avails loan facility from the Bank / Financial Institution, the Allottee(s) shall irrevocably authorize Promoter Developer / Owner to receive the loan proceeds from the bank, as per the instalments payable which were clearly mentioned in Schedule C. The Promoter Developer / Owner shall without any further reference to the Allottee(s) and appropriate same towards the amounts payable by the Allottee(s) under this agreement. The Allottee(s) waives any right for written demand in this regard.
- 4.2 The Promoter shall not have any concern with any arrangements made by the Allottee/s for payment of the price or instalments. If the loan granted by the bank to the Allottee/s is withheld, recalled or otherwise not released, partly or fully, the Allottee/s shall make his own arrangements for payment of the instalments within the stipulated time as per Schedule C.
- 1.3 The Allottee/s authorizes the Promoter Developer / Owner 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 / Owner to adjust his payments in any manner.

#### 5. TIME IS ESSENCE

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

#### 6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee/s has seen and understood proposed/sanctioned plan, specifications, amenities and facilities of the Apartment and accepted floor plan, payment plan and specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority/as represented by the 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 - 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 Master Plan for the area, Zoning Regulations and Telangana Building Rules as amended from time to time and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter - Developer shall constitute a material breach of the Agreement.

#### 7. POSSESSION OF THE APARTMENT

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 handover possession of the Apartment to the Allottee/s and the common areas with all specifications, amenities, and facilities of the project to the Association of Allottee/s in Phased manner. The project will be completed the construction of which will be completed by on or before . The Promoter - Developer agree that the time is essence of this Agreement and agree to pay Rs. /- per Sq. ft for every month of delay in delivery of the scheduled property to the purchaser, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any court stay Government Order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the 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 -Developer 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. 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.

#### 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 or before two months from the date of issue of Occupancy Certificate. If the Allottee/s fails to take delivery within the time specified in the notice, he shall be liable for payment of all on goings including maintenance charges from the date of notice. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Promoter shall not be liable for any defect of deficiency Occupationason account of any act or omission on the part of the Allottee/s, Association or any authority or third party on whom the Promoter has no control. The Allottee/s, the association and its members including the Allottee/s shall comply with all the terms and conditions of the warranty issued by any supplier, manufacturer, dealer or other service provider and shall be liable to indemnity and keep the Promoter fully indemnity for any loss caused on account of any breach of such terms and conditions. The Allottee/s after taking possession, agrees to pay the maintenance charges as determined by the Promoter/association of Allottee/s. The Promoter shall handover the Occupancy certificate of the Apartment 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 / Owner 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, club house subscription, and other charges payable in respect of service connections provided including electricity, water supply etc., as specified in para 7.2.

## 7.4 Possession by the Allottee/s:

After obtaining the Occupancy certificate and handing over physical possession of the Apartment 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 the Allottee/s or the competent authority, as the case may be, as per the local laws.

#### 7.5 Transfer rights by Allottee/s

7.5.1The Allottee/s is/are not allowed to sell/re-sell/transfer/alienate his rights or assign or otherwise nominate a third party in any manner whatsoever until 90% of sale of the project is completed or the project is completed in full, whichever is later.

7.5.2 If the Allottee/s is/are opting for transfer of Apartment in reference to a third party before execution of Sale Deed, he/she/they shall pay an amount of **Rs.5,00,000/-** towards transfer chargers subject to acceptance and written consent by the Promoter.

7.5.3 If the Allottee/s is/are opting for transfer of apartment to a third party after execution of the registered Sale Deed in his favour, the Purchaser shall pay an amount of Rs.50,000/- towards transfer charges to the Promoter till the Society is formed and thereafter the said amount is payable to M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED"Residential Owners Society and obtain No Objection Certificate / No Due Certificate from the Promoter/Society.

#### 7.6 Cancellation by Allottee/s

The Allottee/s shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee/s proposes to cancel/withdraw from the project without any fault of the 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 the Promoter is able to resell the said apartment to another purchaser whichever is later, of such cancellation or on resale of the apartment whichever is later.

## 7.7 Compensation:

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

Except for Occupation urgency 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 such 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 specified in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee/s does not intend to withdraw from the Project, the Promoter shall pay the Allottee/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, 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

- 8.1 The Promoter Owner hereby represents and warrants to the Allottee/s as follows:
- (i) The Promoter-Owners have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, juridical and legal possession of the said Land for the Project;
- (ii) The 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, except the security given to the project finance.
- (iv) There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter Developer has been and shall, always, remain to follow all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

- (vi) The Promoter and Owners have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- (vii) The 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 which will any manner, affect the rights of Allottee/s under 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 the Allottee/s or the Competent Authority as the case may be;
- (x) The Promoter Developer / Owner 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, along with common areas(equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/s and the association of the allottee/s or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and /or the Project except those disclosed in the title report.
- 8.2. The Allottee/s/s or his transferee/s 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 tenable repair 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, regulation 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 and not to convert or misuse or impair or deface any common area or amenity or equipment.

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, and in case of 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 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 regulation and byelaws 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 for the consequences thereof to the concerned local authority or any other public authority.
- iv. Not to demolish or cause to be demolished the Apartment 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 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 and/or Government and /or other public authority, 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 or Government and /other public authority on account of change of user of Apartment by the Allottee/s for any purposes other than for purpose for which it is sold. Municipal water connection charges are to be borne by the purchaser after getting the Occupation certificate.

ix. The Allottee/s shall observe and perform all the rules and regulation which the society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time or 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 toward 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.

xi. Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total 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 project or any part thereof to view and examine the state and condition thereof.

#### 9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter 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 ahabitable 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 has been issued by the competent authority.

- (ii) Discontinuance of the Promoter's Developer business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made 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. If the Allottee/s stops making payments, the Promoter Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee/s be required to make the next payment without any penal interest; or
- (ii) The Allottee/s shall have the option of terminating the Agreement in which case the 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 specified in the Rules within Ninety Days of receiving the termination notice:

Provided that where an Allottee/s does not intend to withdraw from the project or terminate the Agreement, he 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 occupation urgence of the following events:
- (i) In case the Allottee/s fails to make payments for two 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 prescribe in the Rules.
- (ii) In case of Default by Allottee/s under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee/s and refund the amount money paid to him by the allottee/s by deducting the booking amount i.e. 10% on total cost of the apartment (including Amenities) and the interest liabilities, + Service Tax / GST paid to the Government + Interest accrued during the non-payment of Instalments as per the Payment Plan and this Agreement shall thereupon stand terminated. Provided that the 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 to another Purchaser/s, whichever is later.

For RUDHRA CONSTRUCTIONS PVT. LTD.

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

#### 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the [Apartment/Sale] as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment and the Common Areas to the Association within 3 (three) months from the issuance of the Occupancy certificate, as the case may be to the Allottee/s, and 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 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.

#### 11. 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 Promoter shall not be liable in following cases:
- a. Equipment's (lifts, generator, motors, STP, transformers, gym equipment etc which carry manufacturer's guarantees for a limited period. The Promoter shall transfer manufacturers "guarantees/warrantees to the allottee/s or association of allottee/s. Thereafter, the association/society shall take annual maintenance contract with the suppliers.
- 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 Promoter Developers shall always be subject to proper maintenance and upkeep of the apartments/services and amenities by the allottee/s or the association of the allottee/s.

#### 12. 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.

#### 13. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED"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.

#### 14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Clause 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.

For RUDHRA CONSTRUCTIONS PVT. LTD.

- 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 and shall not make any fixtures or boards which may deface the exteriors. Further the Allottee/s shall not store any hazardous or combustible goods in the Apartment 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.

#### 15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

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.

#### **16. 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(is) except for as provided in the Act.

#### 17. MORTGAGE OR 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(s). The Allottee/s shall be informed of the same at the time of Agreement.

# 18.FORMATION OF ASSOCIAITON/SOCIETY 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 of Registration of 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 percent 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.
- 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 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 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.

#### 19. 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 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.

#### 20. 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.

#### 21. RIGHT TO AMEND

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

## 22. 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.

#### 23. 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, condone the delay by the Allottee/s in making payments as per the Payment Plan or waive or reduce interest for delayed payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the 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 or waiver of any rights of the Promoter in respect of future defaults or delays or any other breach or violation of the terms of this agreement by the Allottee/s.

24.2 Failure on the part of the Promoter - Developer / Owner to enforce at any time or for any period the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each provision.

#### 24. 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.

# 25.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. Contribution to corpus fund shall be as per such proportion.

For RUDHRA CONSTRUCTIONS PVT. LTD.

#### **26. 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.

#### 27. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Hyderabad 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, if required at the cost of the Allottee/s / Purchaser/s. Hence this Agreement shall be deemed to have been executed at Hyderabad.

#### 28. 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 or by e-mail address as specified below:

	SRI, aged aboutyears, Occupation:, Residing at,
Promoter or	M/s.RUDHRA CONSTRUCTIONS PRIVATE LIMITED, Represented by its Managing Director: SRI.PALLEMPATI NAVEEN SON OF SRI.P. RAMACHANDRA RAO.

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

#### 29. 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.

#### 30. SAVINGS

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

#### **31. GOVERNING LAW**

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

#### 32. DISPUTE RESOLUTION

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

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

Witnesses:	
1	SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee/s:(including joint buyers)
	For RUDHRA CONSTRUCTIONS PVT. LTD.  Managing Director
2	

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter/Developer

# **SCHEDULE – "A" PROPERTY**

ALL THAT THEPROPOSED CONSTRUCTION OF PLOT NOS.1, 62, 64, 3, 4, 7, 8, 58, 5, 60, 6, 59, 57, 2, 63 AND 61, (EACH PLOT ADMEASURING: 266.66 SQ.YARDS), TOTALLY ADMEASURING: 4266.56 SQ.YARDS OR EQUIVALENT TO 3566.84 SQ.MTRS., IN SURVEY NO.142 AND 143, SITUATED AT BACHUPALLY VILLAGE AND MANDAL, UNDER MUNICIPAL CORPORATION, NIAMPET MEDCHAL-MALKAJGIRI DISTRICT, TELANGANA STATE., Sub-Dist: Qutubullapur, Dist&Regn.

District: Medchal-Malkajgiri District, and bounded as follows:

# **BOUNDARIES FOR TOTAL LAND**

30'-0" WIDE ROAD NORTH

SOUTH PLOT NO.9 AND 56

**EAST** 40'-0" WIDE ROAD

WEST 30'-0" WIDE ROAD

# **SCHEDULE - "B" PROPERTY**

All that Part and	d Parcel of	Apartment No.	( F	<sup>:</sup> acing); in F	loor No;
with plinth are	ea of	Sq. feet (inclu	des Carpet	area of	_Sq. feet) and
common area	<b>of</b> Sq	. feet totalling	to Saleable	area of _	Sq. feet
including com	mon areas	along with undi	vided shar	e of land	Sq. Yards
together with 1	Car Parking	slot, to be constr	ucted in the	project nam	ed as <b>"DHIVI "</b> ,
in Schedule –"A	" Property b	ounded as follow	s:		
NO	ORTH :				
SC	: HTUC				
E <i>F</i>	AST :				
W	EST :				

For RUDHRA CONSTRUCTIONS PVT. LTD.

# SCHEDULE 'C' (Payment Plan)

Booking Advance	5,00,000/-
Within 30 Days from the date of Booking Including Booking Advance	20%
Casting of 1st cellar slab	20%
Casting of 3rd slab	10%
Casting of 4 th slab	10%
Casting of Terrace slab	10%
Completion of Brick work of respective unit	15%
Completion of Plastering of respective unit	05%
Completion of finishing works of respective unit	05%
At the time of Handover	05%

For RUDHRA CONSTRUCTIONS PVT. LTD.

# **SCHEDULE 'D'**

# (Specifications)

FRAMED STRUCTURE	R.C.C. framed structure to with earthquake resistant Loads.
SUPERSTRUCTURE	9" external walls and 4" internal walls with cement bricks.
MAIN DOOR	Teak Wood frame with teak veneered shutter door.
INTERNAL DOORS	Teak Wood frame with moulded flush shutter doors.
FRENCH DOORS, if any	UPVC frame with glass panelled shutter.
WINDOWS	UPVC Windows with provision for mosquito mesh with iron grill.
PAINTING	
EXTERNAL	Premium Emulsion Paint or textured finish of reputed make.
INTERNAL	Premium Emulsion with Putty finish for interior walls and ceiling of premium brand.
FLOORING/DADOOING	
LIVING, DINING, BEDROOMS, KITCHEN, BALCONIES & CORRIDORS	Granite flooring in lobbies and anti-skid vitrified tiles in common areas. 2' x 2' Double charged Vitrified Tiles in Hall, Dining and remaining bedrooms of premium make. Rustic ceramic tiles in in Balconies
BATHROOMS	Glazed ceramic tile Dado up to 6' height in all bathrooms of reputed brand.
DADOOING IN KITCHEN	Glazed Ceramic Tiles dado up to 2'-0" height above kitchen platform of reputed make.
KITCHEN	1. Granite Platform with Stainless Steel Sink.
	2. Provision for both Municipal and bore water connection with provision for fixing water purifier and provision for exhaust fan and chimney will be provided.
	1. Provision for Geysers in all Toilets.
	2. EWC of reputed make.
PLUMBING AND SANITARY	<ul><li>3. Single Lever Fixtures with Wall mixtures Cum Shower CPVC pipes for Plumbing of premium make.</li><li>4. Washbasins in Dining area and master's and children's toilets.</li></ul>
	PVC insulated Wires of reputed make.
	2. Power outlets for Air Conditioners in all bedrooms.
	3. Power outlet for geysers in all bathrooms.
ELECTRICAL	4. Power plug for cooking range chimney, refrigerator, microwave ovens, mixer / grinders in kitchen.
	5. Plug points for T.V wherever necessary.
	6. Three phase supply for each Flat.
TELECOM	1. Telephone points in hall.

[00]				
CARLE TV I INTERNET	1. Provision for Cable Connection in Master Bedroom			
CABLE TV and INTERNET	and Living Room.			
	Provision for Internet Connection in hall			
LIFTS	Automated Lifts of reputed make			
	Water Softening Plant and Sewerage Treatment			
WSP, STP	Plant of adequate capacity as per norms will be			
W3F, 31F	provided inside project, treated sewage water will be			
	used for landscaping purpose.			
	100% D.G. Set backup for Common Areas and			
GENERATOR	inside the flat (fans and lights in all rooms) excluding			
	ACs, Geysers and 15Amp Sockets.			
Waterproofing	For all Toilets and wash areas			

NOTE: 1) No civil, electrical and plumbing modifications.

- 2) No changes in specifications.
- 3) Vendor reserves the right to use imported Substitutes of equal quality.

# SCHEDULE 'E' (CLUBHOUSE & RELATED AMENITIES)

- 1. Gymnasium.
- 2. Multipurpose Hall.
- 3. Indoor Games / Sports i.e., Chess, Caroms, Table Tennis etc.
- 4. Common Toilets.
- 5. Indoor Badminton Court.
- 6. Children Play Area

For RUDHRA CONSTRUCTIONS PVT. LTD.