

SEE RULE 38

AGREEMENT FOR SALE

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

By and Between

1. **SRI. PULISHARI NAROTHAM REDDY**, S/o. SRI. LATE. P. RAMAKRISHNA REDDY, aged about 65 years, Occupation: Agriculture, R/o. H.No.12-2-505/31 TO 44, Venkata Sai Nest, Gudimalkapur, Hyderabad, Aadhar No. 4948 7954 2603.
2. **SMT. PULISHARI BHARGAVI**, W/o. Sri. Srinivas Reddy, Aged about 32 Years, Occ.House Hold, R/o. H.NO.6-3-1099/1100/2, Highness Residency, Sornajiguda, Ward No.6, Block No.111, Hyderabad, Telangana State, Aadhar No. 9520 1378 4152.
3. **SRI PULISARI VISHWESHWAR REDDY**, S/o. LATE. P. SUDARSHAN REDDY, aged about 48 years, Occupation: Advocate, R/o. H.No.4-3-142/1/A, Anapur, CBIT Colony, Rajendra Nagar Mandal, Ranga Reddy District, Telangana State. Aadhar No.7781 4116 0993.
4. **SRI PULISARI RAMA KRISHNA REDDY**, S/o. LATE. P. SUDARSHAN REDDY, aged about 45 years, Occupation: Advocate, R/o. H.No.12-2-422/71/A, Priya Colony, Gudimalkapur, Hyderabad, Telangana State. Aadhar No.56214858 7495.

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5. **SMT. PATLOLLA KATYAYANI**, W/o. Sri. P. Umapathi Reddy, Aged about 39 Years, Occ. House Hold, R/o. H.NO. 4-77, Armeenpur Village, Polancheru Mandal, Medak District, Telangana State, Aadhar No. 2961 6005 7119.
6. **SRI. TRIPURANENI HARI KRISHNA**, S/o. Sri. T. Basavapunnaiiah, Aged about 49, Years, Occ. Business, R/o. Villa No.18, Vasantha Emerald Villas, Kavuri Hills, Madhapur, Hyderabad, Telangana State, Aadhar No. 6322 0027 3867, Pan No. ACNPT8587G.
7. **SMT. MANDA HEMALATHA**, W/o. Sri. M. Konda Reddy, Aged about 49 Years, Occ. House Wife, R/o. H.No.6-1-1063/B/2, D/4, Flat No. 504, Anand Plaza, Lakdikapool, Hyderabad, Telangana State, Pan No. AGUPM8730F, Aadhar No. 7625 9136 6196.

The parties No.1 to 7 being represented by their Development Agreement Cum General Power of Attorney M/s. **WISE EARTH CONSTRUCTIONS LLP**, having its office at Flat No.1808, Meenakshi Sky Lounge, Khanamet, Hyderabad, Telangana - 500032, represented by its Partners: **SRI. AJAY CHANDRADEV**, S/o. (Late) CHANDRA DEV, Aged about 40 Years, Occ. Business, R/o. Flat No.1808, Meenakshi Sky Lounge, Khanamet, Hyderabad, Telangana - 500032, PAN No. AADFW2782N and **SRI. TRIPURANENI HARI KRISHNA**, S/o. Sri. T. Basavapunnaiiah, Aged about 49 Years, Occ. Business, R/o. Villa No.18, Vasantha Emerald Villas, Kavuri Hills, Madhapur, Hyderabad, Telangana State.

(Herein after called the **LAND OWNERS** of the First Part)

M/L WISE EARTH CONSTRUCTIONS LLP, having its office at Flat No.1808, Meenakshi Sky Lounge, Khanamet, Hyderabad, Telangana - 500032, represented by its Partners: **SRI. AJAY CHANDRADEV**, S/o. (Late) CHANDRA DEV, Aged about 40 Years, Occ. Business, R/o. Flat No.1808, Meenakshi Sky Lounge, Khanamet, Hyderabad, Telangana - 500032, PAN No. AADFW2782N and **SRI. TRIPURANENI HARI KRISHNA**, S/o. Sri. T. Basavapunnaiiah, Aged about 49 Years, Occ. Business, R/o. Villa No.18, Vasantha Emerald Villas, Kavuri Hills, Madhapur, Hyderabad, Telangana State.

(Herein after called the **VENDOR/DEVELOPER** of the Second Part)

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Mr. _____, (Aadhar no. _____) son of _____ aged _____ about _____ residence at _____, (PAN _____), hereinafter referred to as the "Allottee"

The LAND OWNERS, VENDOR/DEVELOPER and ALLOTTEE shall hereinafter 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, 2017 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Section" means a section of the Act.

RECITALS

- A. WHEREAS the Party No.1 of the FIRST PART is the absolute owner and possessor of land admeasuring Ac:01-25 Guntas, in Sy. No.35, Situated at MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, having acquired the same through Succession Vide Proc No. 8/988/2002, dt. 15-02-2006 issued by Dy. Collector, Mandal Revenue Officer, Rajendra Nagar Mandal, Ranga Reddy District. But physically available only Ac:01-20 guntas out of Ac:01-25 guntas in sy. No. 36 of Manchirevula Village, & GP, Gandipet Mandal, Ranga Reddy District, Telangana.
- B. WHEREAS the Party No.2 of the FIRST PART is the absolute owner and possessor of lands admeasuring Ac:01-00 Guntas in Sy. No.40 & 41, Situated at MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, having purchased the same from Smt. P. Vimala, through Regd Sale Deed Vide Doc No. 4052/2006, dt.20-03-2006 Registered before SRO Rajendra Nagar. Thereafter the Mandal Revenue officer issued a Proceedings Vide No.B/706/2019, dt.15-07-2019 by mutating her name in the Revenue Records and allotted new Survey No. 40/1/2 land admeasuring Ac. 00-20 Gts, in Survey No. 41/2 land admeasuring Ac. 0-20 Gts, total land admeasuring Ac. 01-00 Gts of MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District.
- C. WHEREAS the Party No. 3 of the FIRST PART is the absolute owner and possessor of lands admeasuring Ac:00-15 Guntas in Sy. No.40/2, Situated at MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, having acquired the same through Succession Vide Proc No.B/988/2002, dt.15-02-2006 issued by Dy Collector, Mandal Revenue Officer, Rajendra Nagar Mandal, Ranga Reddy District.
- D. WHEREAS the Party No. 4 of the FIRST PART is the absolute owner and possessor of lands admeasuring Ac:00-15 Guntas in Sy. No.40/3, Situated at MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, having acquired the same through Succession Vide Proc No.B/988/2002, dt.15-02-2006 issued by Dy Collector, Mandal Revenue Officer, Rajendra

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Nagar Mandal, Ranga Reddy District.

- F. WHEREAS the Party No.5 of the FIRST PART is the absolute owner and possessor of lands admeasuring Ac:02-08 Guntas in Sy. No.40 & 41, Situated at MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, having purchased the same from Smt. P. Vimala, through Regd Sale Deed Vide Doct No. 4051/2006, dt.20-03-2006, Registered before SRO Rajendra Nagar. Thereafter the Mandal Revenue officer issued a Proceedings Vide No. B/707/2019, dt.15-07-2019 by mutating her name in the Revenue Records and allotted new Survey No. 40/1/1 land admeasuring Ac.01-20 Gts in Survey No.41/1 land admeasuring Ac 0-28 Gts, total land admeasuring Ac.02-08 Gts of MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District.
- G. WHEREAS the Party No.6 & 7 of the FIRST PART are the absolute owners and possessor of Plot No.102, admeasuring 298 Sq Yards in Sy. No.24/Part, 27/Part, 28/Part, 31, 35, 58, 59 and 60, (Vide LRS Proceedings No.10349/LPS/HMDA/Plg/2008, dt.14-12-2010), Situated at Jaihind Residency, MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, having Purchased the same through Regd Sale Deed Vide Doct No.5473/2017,dt.19-08-2017, Registered before SRO Gandipet. The said plot is abutting the property of the Party Nos.1 to 5 of First Party.
- H. WHEREAS the Parties No.1 to 7 of the FIRST PART have jointly entered in to Development Agreement cum General Power of Attorney with respect to their above-mentioned properties with the Developer vide Document No. 10939 of 2019, dt. 20-09-2019 registered at SRO Gandipet.
- I. Whereas some portion of the land admeasuring Acres 2-01 Gts in Sy.No.40 & 41 are affected under Buffer Zone and land admeasuring Acres 0-05 Guntas in Sy.No. 36 is less after physically measurement out of the total land belonging to parties No. 1 to 5 of first part herein. The details are provided in the table given below :

Survey No	Balance Land after area affected under Buffer Zone Extent Ac- Gts	Out of Total Extent of Land Owners Extent Ac- Gts
36	1-20	1-25
40/part	1-37	2-30
41	0-00	1-08
Total	3-17	5-23

- J. Thus, the remaining land extent is Acres 3-17 Guntas belonging to parties No. 1 to 5 which is morefully described in the Item-1 of Schedule - A Property (portion of Project Land) hereunder.
- K. The Plot No.102, admeasuring 298 Sq Yards in Sy. No.24/Part, 27/Part, 28/Part, 31, 35, 58, 59 and 60, (Vide LRS Proceedings No.10349/LPS/HMDA/Plg/2008, dt.14-12-2010), Situated at Jaihind Residency, MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District belonging to Parties No.6 & 7 is morefully described in the Item-2 of Schedule - A Property hereunder.
- L. The Schedule - A Property is earmarked for the purpose of building a residential project, comprising of 4 Blocks - Cellar plus Silt plus 10 upper Floors for multistoried apartment buildings and 1 Block for G+1 Club house and the said project shall be known as "VEDANT" ("Project").

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- L. The Commissioner, Greater Hyderabad Municipal Corporation has granted the building permission vide Lr.No. _____ dt. _____ for construction of Residential Building/Apartment containing of (Blocks - Celler plus Stilt plus 10 Upper Floors for multistoried apartment buildings and 1 Block for G+1 Club house over the schedule -A Property.
- M. The Allottee has applied for the allotment of an apartment from M/s. WISE EARTH CONSTRUCTIONS LLP Share in the said Project vide application dated _____ ("Application").
- N. M/s. Wise Earth Constructions LLP has, vide an Allotment Letter dated _____ ("Allotment Letter") and on the terms and conditions mentioned therein, allotted to the Allottee Residential Apartment bearing Flat No. _____ on _____ Floor of Block-A (hereinafter referred to as "A-101" having total Saleable Area of _____ Sq.ft (_____ Sq.mtr.) [comprising of _____ (Sq.ft) of Carpet Area, Balcony area of _____ (Sq.ft), External Wall area of _____ (Sq.ft) and including proportionate Common area of _____ (Sq.ft)], along with 1 Car Parking Space (One Only) together with proportionate impartable undivided share of land admeasuring _____ Sq.yards out of Total Project Area of 16875 Sq.yards/14109.63 Sq.mtrs out of total land admeasuring 27280.83 Sq.yards/22810.75 Sq.mtrs, in the project named as "VEDANT" in forming part of Sy. No. 36, 40, and 41, and Sy. No.24/Part, 27/Part, 28/Part, 31, 35, 58, 59 and 60, situated at Manchirevula Village, Gandipet Mandal, Telangana State (hereinafter referred to as the "Apartment"), more particularly described in Schedule B. The floor plan of the Apartment is annexed hereto and marked as Schedule D.
- O. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Telangana on dated _____ under registration no - _____.
- P. The Project Lands/some Flats in said project have been mortgaged/to be mortgaged from any Bank/Financial institution (Mortgagee) for loan facilities availed/to be availed by the Promoters. The mortgage in favour of the Mortgagee has been/to be registered with the Registrar of Companies. In terms of the security / loan documents, the Mortgagee has agreed that the Promoters in their normal course of business can sell the apartments and upon intimation of such sale to the Mortgagee, the Mortgagee shall release its charge on the apartments sold by the Promoters. The Promoters shall ensure that prior to the execution of Sale Deed in favour of the Allottee, it shall obtain NOC from the concerned Bank/Financial Institution.
- Q. The Allottee represents and confirms that it has inspected all the documents pertaining to the Project including but not limited to all the title documents and has fully satisfied itself in all respects, with regard to the right, title and interest of the Promoters in the Real Estate Project and its right to convey the Apartment to the Allottee.
- R. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- S. The Parties hereby confirm that they are signing this Agreement with full knowledge of the Applicable Laws.
- T. 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.

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U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in the **Recital N**.

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 agree to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in **Recital N** herein above and more particularly described in **Schedule B** of this Agreement.

1.2 The Total Price for the Apartment based on the Saleable Area is Rs. _____/- (Rupees _____ only) ("Total Price"). The breakup and description of the Total Price is as follows:

Block No. Apartment/Flat No.	Type : 2 BHK Floor : Third	Amount Rs.	GST (5%) Rs.	Total Amount In (Rs.)
Carpet area 652 Sq. ft (cost inclusive of carpet area of Flat, cost inclusive of balcony or verandah area and proportionate cost of common areas)				
Charges for Amenities (INFRASTRUCTURE CHARGES plus Club membership) @ Rs.200/- (per Sft)				
CAR PARKING CHARGES (1 No.)				
FLOOR RISE PREMIUM (From 6 th Floor Onwards) @ Rs.25/- per sft)				
Preferential location charges (for corner flat & East Facing Flat @ Rs.50/- per sft)				
TSCPDCL/HMWS&SB Charges @ Rs.150/- (per Sft)				
(A) Total Sale Consideration (in rupees)				
OTHER CHARGES:				
Maintenance Charges for 1 year + GST 18% (Rs.50/- per sft)		1,02,740/-	18,404/-	1,20,644/-
Society security deposit or Corpus Fund (Rs.100/- per sft)		65,200/-	Nil	65,200/-
Legal Documentation Charges		25,000/-		
TOTAL		1,07,440/-	18,404/-	2,05,844/-
Grand Total price (in Rupees) (A+B) =		54,62,440/-	1,02,160/-	57,44,600/-
*Stamp duty, Registration Fees, Transfer fee & User Charges are as applicable.				
* Legal documentation charges extra.				

Explanation:

- The Total Price above includes the booking amount paid by the ALLOTTEE to the PROMOTER towards the Villa.
- The Total Price above inclusive of Taxes (consisting of tax paid or payable by the PROMOTER by way of GST and Cess or any other similar taxes which may be levied, in

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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 Villa to the ALLOTTEE and the project to the association of ALLOTTEES or the competent authority, as the case may be, after obtaining the completion certificate. Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the ALLOTTEE to the PROMOTER shall be increased/reduced based on such change / modification. Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the ALLOTTEE provided that Stamp Duty, Registration fee, mutation charges shall be paid by the ALLOTTEE as per actuals over and above the total price.

(iii) The PROMOTER shall periodically intimate in writing to the ALLOTTEE, the amount payable as stated in (i) and (ii) above and the ALLOTTEE 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 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 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 hereby agrees to pay, due to increase on account of development charges payable to the Competent Authorities and/or any other increase in construction material which may be levied or imposed by the Competent Authorities/Govt from time to time. The Allottee undertakes and agrees to the subsequent payments that while a demand raised by the Promoter for such increase which shall only be applicable on subsequent payments.

1.4 The Allottee 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 by discounting such early payments @ 6% p.a. 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 the Allottee by the Promoters.

1.6 It is agreed that the PROMOTER shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' 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 as per the provisions of the Act. Provided that the PROMOTER may make such minor additions or alterations as may be required by the ALLOTTEE, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The PROMOTER shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of ALLOTTEES shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the PROMOTER, for which the PROMOTER shall not be

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liable after handing over.

- 1.7** The PROMOTER shall confirm to the final carpet and Saleable area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the carpet area or the Saleable Area then the PROMOTER shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to ALLOTTEE, the PROMOTER may demand that from the ALLOTTEE as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para-1.2 of this Agreement.
- 1.8** Subject to Para-9.3, the PROMOTER agrees and acknowledges, the ALLOTTEE shall have the right to the Apartment as mentioned below:
- (i) The ALLOTTEE shall have exclusive ownership of the Apartment;
 - (ii) The ALLOTTEE shall also have undivided proportionate share in the Common Areas. Since the share / interest of ALLOTTEE in the Common Areas is undivided and cannot be divided or separated, the ALLOTTEE shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the PROMOTER shall hand over the common areas to the association of ALLOTTEES after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, 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 has the right to visit the project site to assess the extent of development of the project and his apartment.
- 1.9** It is made clear by the PROMOTER and the ALLOTTEE agrees that the Apartment along with one car parking/ shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEE (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the ALLOTTEES of the Project.
- 1.10** The PROMOTER agrees to pay all outgoings before transferring the physical possession of the apartment to the ALLOTTEES, which it has collected from the ALLOTTEES, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the PROMOTER fails to pay all or any of the outgoings collected by it from the



ALLOTTEES or any liability, mortgage loan and interest thereon before transferring the apartment to the ALLOTTEES, the PROMOTER agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

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

Provided that if the Allottee delays in payment towards any amount which is payable, it shall be liable to pay interest at the rate prescribed in the Telangana Real Estate (Regulation and Development) Rules.

2 MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour to the M/s.Wise Earth Constructions LLP, current account No No.236505001903 with IFSC Code: ICIC0002365 or ICICI Bank, Banjara Hills, Branch, Hyderabad (Address) payments shall be subject to their actual realization in the above mentioned account. The date of credit in the above account shall be deemed to be the date of payment, and exchange rates given by the bank on the date of said credit shall be applicable for payments made in foreign currency. All bank charges shall be payable by the Allottee.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the rules and regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/ transfer of Immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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 the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on its part to comply with the applicable guidelines issued by the Reserve Bank of India, it 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 Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. Save as otherwise provided in this Agreement, the Promoter shall not be responsible towards any third-party making payment/ remittances on behalf of the Allottee and such third party shall not have any right in the application/ allotment of the Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee

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only.

4 ADJUSTMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/ appropriate all payments made by it under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in its name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust its 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 and the common areas to the association of ALLOTTEES or the competent authority, as the case may be.

6 CONSTRUCTION OF THE REAL ESTATE PROJECT/ APARTMENT:

The Allottee has seen and accepted the proposed layout plan, floor plan and common areas / services / facilities and which has been approved by the Competent Authority, as represented by the Promoters. The Allottee has also agreed to the Payment Plan and the specifications & amenities which are part of the Apartment. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Haryana and shall not have an option to make any variations/ alterations/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoters shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

- 7.1 Schedule for possession of the sold Apartment -** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on or before **9/12/2027** with grace period of 6 months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity or due to strikes, Bandhs, lockdowns, or any pandemic disease or any Court stay or Government order or caused by other reason affecting the regular development of the real estate project ("Force Majeure").

If, however, the completion of the Real Estate Project is delayed due to any Force Majeure Event or any other event / reason of delay recognized / allowed in this regard by the Authority, then the Allottee agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Apartment, provided that the Force Majeure Event is not of a nature which makes it impossible for the Agreement to be implemented. The ALLOTTEE agrees and confirms that, in the event it becomes impossible for the PROMOTER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the PROMOTER shall refund to the ALLOTTEE the entire amount received by the PROMOTER from the allotment within 90 days from that date. The PROMOTER shall intimate the ALLOTTEE about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he/ she shall not have any rights, claims etc. against the PROMOTER and that the PROMOTER shall be released and discharged from all its obligations and liabilities under this Agreement.

Ajay Chandra



- 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 in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The PROMOTER shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the ALLOTTEE or any authority or third party on whom the PROMOTER has no control. The ALLOTTEE, after taking possession, agree(s) to pay the maintenance charges as determined by the PROMOTER/association of ALLOTTEES. The PROMOTER shall hand over the occupancy certificate of the apartment to the ALLOTTEE at the time of conveyance of the same.
- 7.3 Failure of the Allottee to take Possession of Apartment** - Upon receiving a written intimation from the Promoters as per Clause 7.2, the Allottee shall take possession of the Apartment from the Promoters by executing necessary documents, including Indemnities, undertakings and such other documentation as prescribed in this Agreement or as required by the Promoters and the Promoters shall give possession of the Apartment to the Allottee. In case the ALLOTTEE fails to take possession within the time provided in Para-7.2, such ALLOTTEE shall continue to be liable to pay maintenance charges as specified in Para-7.2.
- 7.4 Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the local laws.
- 7.5 Cancellation by the Allottee** - The Allottee shall have the right to cancel/ withdraw its allotment in the Project as provided in the Act and/or as set out in Clause 9.1 and 9.2 herein below.
- Provided that where the Allottee proposes to cancel/ withdraw from the project without any fault of the PROMOTER, the PROMOTER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the ALLOTTEE shall be returned by the PROMOTER to the ALLOTTEE within three months of such cancellation or at the time that the PROMOTER is able to resell the said Apartment to another PURCHASER, whichever is later.
- 7.6 Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Lands, on which the Real Estate Project is being developed/ 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/Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para-7.1; or (ii) due to discontinuance of his business as a DEVELOPER on account of suspension or revocation of the registration under the Act; or for any other reason; the PROMOTER shall be liable, on demand to the ALLOTTEES, in case the ALLOTTEE wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment/Flat, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the ALLOTTEE does not intend to withdraw from the Project, the PROMOTER shall pay the ALLOTTEE interest at the rate prescribed in the Rules for every month of delay,



till the handing over of the possession of the Apartment/Flat, which shall be paid by the PROMOTER to the ALLOTTEE within ninety days of it becoming due.

B. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

B.1 The Promoters hereby represent and warrant to the Allottee as follows:

- (i) The VENDOR/LANDOWNER have absolute, clear and marketable title with respect to the Schedule Project Land and the PROMOTER has the requisite rights to carry out development upon the 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/Flat 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/Flat and common areas;
- (vi) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- (vii) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- (viii) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Apartment to the ALLOTTEE in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance/Sale deed the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the Apartment to the ALLOTTEE and the common areas to the association of ALLOTTEES or the competent authority, as the case may be;
- (x) The PROMOTER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, 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 and the association of ALLOTTEES or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the

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PROMOTER in respect of the said Land and/or the Project except those disclosed in the title report.

8.2 The ALLOTTEE/s or himself/himself/hemselves with intention to bring all persons into whosever 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 and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the ALLOTTEE in this behalf, the ALLOTTEE shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the PROMOTER to the ALLOTTEE and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the ALLOTTEE committing any act in contravention of the above provision, the ALLOTTEE shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable 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, Pordis 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.

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- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the ALLOTTEE for any purposes other than for purpose for which it is sold.
- (ix) The ALLOTTEE shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The ALLOTTEE shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (x) Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built up area/units are sold off, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xi) Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total built up area/units are sold off, the ALLOTTEE shall permit the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES INCLUDING TERMINATION:

9.1 Subject to the Force Majeure Event, the Promoters shall be considered under a condition of default, in the following events:

- (i) The Promoters fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority or within such extended time so granted by the Authority. For the purpose of this clause, "ready to move in possession" shall mean that the Apartment shall be in a habitable condition which is complete in all respects and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;
- (ii) Discontinuance of the Promoters' businesses as a developer on account of suspension or revocation of its registration under the provisions of the Act or the Rules or regulations made thereunder.

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

- (i) Stop making further payments to the Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules, within 45 (forty-five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, the Promoter shall continue to pay to the Allottee the interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

9.3 The Allottee shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 2 consecutive demands made by the PROMOTER as per the Payment Plan annexed hereto, despite having been issued notice in that regard the ALLOTTEE shall be liable to pay interest to the PROMOTER on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond one consecutive month after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Apartment in favour of the ALLOTTEE and refund the money paid to him by the ALLOTTEE by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the PROMOTER shall intimate the ALLOTTEE 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 APARTMENT:

The Promoters, on receipt of Total Price of Apartment as per Clause 1.2 under the agreement from the Allottee shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in favour of the Allottee till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

11.1 The Promoters shall be responsible to provide and maintain essential services in the Project till **1 years** from the date of Completion Certificate and thereafter the maintenance of the Project shall be responsibility of the Association of Allottees. The maintenance charges for the first 24 months have been included in the Total Price of the Apartment/Flat. 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.

11.2 All other infrastructural facilities, including the equipment, like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the ALLOTTEE, the PROMOTER shall be the occupant in respect of any Apartment/Flat.

12. DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the PROMOTER 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 from the date of handing over possession, it shall be the duty of the PROMOTER to rectify such defects without further charge, within 30 (thirty) days, and in the event of PROMOTER's failure to rectify such defects within such time, the aggrieved ALLOTTEES shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2 Notwithstanding anything contained in the above clause the following exclusions are made

- 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/warranties to the ALLOTTEE or association of ALLOTTEES 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.

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- 12.3 The ALLOTTEES shall maintain the apartments in good tenable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the ALLOTTEES or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and Insurance. The obligation of the DEVELOPERS shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the ALLOTTEE or the association of the ALLOTTEES as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The Basement Floor and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformers, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Flat at its 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/Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the Real Estate Project which may be in violation of the Applicable Laws or change or alter or make additions to the Apartment/Flat and keep the Apartment/Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that it would not put any sign- board/ name-plate, neon light, publicity material or advertisement material, any stickers or allow lamination of the exterior glass, etc. on the face/ facade of the Building or anywhere on the exterior of the Real Estate Project, buildings or the said Apartment/Flat or the Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or permit any remodeling, alteration, variation, change or build upon the look, design, texture, fixtures, materials or any combination thereof or carry out any change in the exterior elevation or design of the Building or the Apartment/Flat. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment/Flat or place any heavy material in the Common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

Ajay Chandra Reddy



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

16. COMPLIANCE OF LAWS, NOTIFICATIONS, OTHER OBLIGATIONS ETC. BY THE PARTIES :

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL MORTGAGE OR CREATE A CHARGE:

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

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

The PROMOTER shall take the following steps to enable formation of an Association of ALLOTTEES under Section 11(4)(e) of the Act:-

- (a) With respect to a real estate project, the PROMOTER shall submit an application to the Registrar for registration of the Association of ALLOTTEES as a society under the Telangana Societies Registration Act, 2001 within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total ALLOTTEES in such a project have taken possession and the PROMOTER has received the full consideration from such ALLOTTEES. All the ALLOTTEES on payment of full consideration shall become members of such Association of ALLOTTEES formed by the PROMOTER.
- (b) If the PROMOTER fails to form the Association of ALLOTTEES, the Authority shall by an order direct the PROMOTER to apply for formation of such Association or may authorize the ALLOTTEES to apply for formation of the said Association.
- (c) Notwithstanding any other rule, after conveying the title to the Association of ALLOTTEES under Section 17, the PROMOTER shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of ALLOTTEES without any restriction or entry of the building and development of common areas.

Agreed and Accepted



20. BINDING EFFECT:

Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee until, firstly, the Allottee 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 and secondly, appears for registration of the same before the concerned Sub-Registrar, as and when intimated by the Promoters. If the Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee 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 for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the Booking Amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire understanding / contract between the Parties with respect to the subject matter hereof and supersedes all previous understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any between the parties in regard to said Apartment.

22. RIGHT TO AMEND:

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The PROMOTER may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the ALLOTTEE in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the PROMOTER in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the PROMOTER to exercise such discretion in the case of other ALLOTTEES.

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

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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 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 Laws, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) in the 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 / Complex.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoters through their authorized signatory at Promoter's office, or at some other place, which may be mutually agreed between the Promoters and the Allottee. After the Agreement is duly executed by the Allottee and the Promoters or simultaneously with the execution, the Agreement shall be registered at the office of the concerned Sub-Registrar. Hence, this Agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES:

That all notices to be served on the Allottee and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoters by Registered Post at their respective addresses as specified in the cause title.

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

Ajay Chandra Rao


30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by it, which shall for all intents and purposes be considered as properly served on all the Joint Allottees.

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the Apartment prior to the execution and registration of this Agreement for such Apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement 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. NOMINATION/ ASSIGNMENT AND TRANSFER OF RIGHTS IN THIS AGREEMENT:

34.1 In order to prevent speculative transactions, no transfer/ assignment of allotment shall be permitted by the VENDOR/PROMOTER/DEVELOPER. It is also agreed that, in the event the VENDOR/PROMOTER/DEVELOPER herein gives its consent for assignment/transfer of PURCHASER's/s' interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the PURCHASER/s is/are required to comply and pay the total sale consideration under this agreement and further the VENDOR/PROMOTER/DEVELOPER herein shall be entitled to charge @10% (subject to deduction of tax at applicable rate) on the total sale price of the Apartment/Flat by the Allottee as their administrative charges and transfer fee for giving such consent.

34.2 In the event the Allottee has obtained finance/loan from any financial institution/bank, then a no objection certificate / letter from such financial institution / bank shall be submitted to the Promoters, permitting the said assignment / transfer by the Allottee. For avoidance of any doubt, any proposal for addition / deletion of names as a Allottee shall be deemed to be a transfer/ assignment of allotment and Allottee will be liable to pay transfer charges @10% (subject to deduction of tax at applicable rate) on the total sale price of the Apartment/Flat. However, addition of name of Allottee's spouse, children, and parents shall not attract any transfer charges and the Allottee shall submit documentary evidence to prove that such persons are related to him/her.

34.3 In cases of transfer by way of succession, there shall not be any such transfer /



administrative charges, provided the legal heirs / beneficiary(ies) of the Allottee furnish relevant documents to the Promoter setting out their rights and entitlements in this regard.

- 34.4 The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such transfer/ nomination.
- 34.5 All the provisions contained herein and the obligations arising hereunder in respect of the Apartment/Flat shall equally be applicable to and enforceable against any and all transferee / assignee / legal heirs / beneficiary(ies) of the Allottee, as all obligations mentioned herein shall go along with the Apartment/Flat for all intents and purposes.

35. DUE DILIGENCE:

It is hereby understood and agreed that upon signing of this Agreement, the Allottee is deemed to have completed all due diligence as to the right, title and interest of the Promoters and the Confirming Parties to develop and market the Apartment in the Complex/Block on the Project Land and the Allottee confirms that it has sufficiently investigated and gone through ownership record(s), approvals, documentation, inspection of site and other related matters to its entire satisfaction, so as to confirm the competence of the Promoters and the Confirming Parties to convey the Apartment.

36. CORPUS FUND:

- 36.1 The VENDOR/PROMOTER/DEVELOPER herein has decided to float a Corpus Fund for the entire project which is payable by the ultimate ALLOTTEE/PURCHASER/s of the residential Flats including the ALLOTTEE/PURCHASER/s herein at the time of delivery of the possession of the Residential Villas and such Corpus Fund is fixed at **Rs.100/- per Sq.ft.** for saleable area of the Flat being proportionate contribution towards Corpus Fund. The PURCHASER/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the VENDOR/PROMOTER/DEVELOPER herein on or before possession (or) at the time of registration of Sale Deed in his/her/their favour in respect of the Schedule 'B' Property whichever is earlier.
- 36.2 Such fund will be governed and held initially by the VENDOR/PROMOTER/DEVELOPER herein as a custodian and subsequently by the Association and after the construction of Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the owners of the Flats in the complex after its formation.
- 36.3 The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank or any Private Sector Scheduled Banks in India and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the Flats in the entire Project in the same proportion in which they contribute the monthly maintenance charges.

Atty Chandra Reddy



37. MAINTENANCE CHARGES

The Maintenance Charges for first **1 year** has been included in the Total Price for which the VENDOR/PROMOTER/DEVELOPER is responsible to maintain the common areas. If any point of time, during the period of above **1 year**, if such onetime payment made towards common area maintenance charges are not sufficient to meet the expenditure to be incurred, the PURCHASER/s herein and all other Purchasers shall pay such additional sums from time to time as per the demand made by the VENDOR/PROMOTER/DEVELOPER herein without raising any objection of whatsoever nature.

38. CONSENT FOR ALTERATIONS OR ADDITIONS IN THE SANCTIONED PLANS

The Allottee/Purchaser gives his consent to the Promoter to go for approval of revised plans if any alterations or additions are required in the sanctioned plans and or the amenities/common areas within the project. If there are any changes in the saleable areas/carpet areas in the revised plan VENDOR/PROMOTER must mention the same at time of registration of the SALE DEED. The Allottees/Purchasers agrees to pay if there is increase in the saleable/carpet areas to the Promoter and if there is reduction in the saleable/carpet areas. If there is decrease in the saleable/carpet, the PROMOTER agrees to refund the excess money paid by the Allottee. These monetary adjustments shall be made at the same rate per square feet as agreed in this agreement at the time of registration of sale deed.

39. COPIES OF THE AGREEMENT/ COUNTER PARTS;

This Agreement shall be executed in 2 counterparts. One set will be with the VENDOR/PROMOTER/DEVELOPER herein, the other set will be with the ALLOTTEE/PURCHASER and both sets are treated as Originals by the Parties.

40. RIGHT TO RAISE LOANS/MORTGAGE

The VENDOR/PROMOTER/DEVELOPER herein has the right to raise/borrow any amounts in the form of project loans/NCDs/secured or unsecured loans against this project by mortgaging land/structures or securitizing the amounts receivable by the VENDOR/PROMOTER/DEVELOPER herein on the sale of Flats in the project. However, VENDOR/PROMOTER/DEVELOPER herein shall obtain the required NOC for the PURCHASER/s for enabling him/her to raise his/her/their housing loan/registering the Flat in his/her/their favor as may be required.



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

SIGNED AND DELIVERED BY THE WITHIN NAMED;

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sign across the
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PROMOTER/VENDOR	Allottee: (First Applicant)	Allottee: (Second Applicant)
Signature : _____	Signature : _____	Signature : _____
Name : _____	Name : _____	Name : _____

WITNESSES:

- Signature _____

Name : _____

Address: _____
- Signature _____

Name : _____

Address: _____

Ajay Chandra



**SCHEDULE -A
PROJECT LAND:**

DESCRIPTION OF PROPERTY**Item -1 property**

All that the below mentioned lands described hereunder :

Survey No	Balance Land after area affected under Buffer Zone Extent Ac- Gts	Out of Total Extent of Land Owners Extent Ac- Gts
36	1-20	1-25
40/part	1-37	2-30
41	0-00	1-08
Total	3-17	5-23

BOUNDARIES:

NORTH : Government Land & Land affected in Buffer Zone in Sy.No,41.
 SOUTH : Approach road & land in Sy. No. 54, 55 & 56
 EAST : Open land in Sy. No. 37 & 39.
 WEST : Approach road & land in Sy. No. 35 & 31

Item -2 property

All that the Plot No.102, admeasuring 298 Sq Yards forming part of Sy. No.24/Part, 27/Part, 28/Part, 31, 35, 58, 59 and 60, (Vide LRS Proceedings No.10349.LPS/HMDA/Plg/2008, dt. 14-12-2010 situated at MANCHIREVULA VILLAGE, & G.P, Gandipet Mandal, Ranga Reddy District, and bounded by:

BOUNDARIES:

NORTH : Plot No.103.
 SOUTH : Plot No.101.
 EAST : Neighbours Land
 WEST : 30 Feet Wide Road connecting to 40 Feet wide Road.

**SCHEDULE -B
DESCRIPTION OF APARTMENT/FLAT:**

All that the Residential Apartment bearing No. Flat No. _____ on _____ Floor of Block-A (hereinafter referred to as "A-101"), having total Saleable Area of _____ Sq.ft (_____ Sq.mtr.) [comprising of _____ (Sq.ft) of Carpet Area, Balcony area of _____ (Sq.ft), External Wall area of _____ (Sq.ft) and including proportionate Common area of _____ (Sq.ft)], along with 1 Car Parking Space (One Only) together with proportionate imposable undivided share of land admeasuring _____ Sq.yards out of Total Project Area of 16875 Sq.yards/14109.63 Sq.mtrs out of total land admeasuring 27280.83 Sq.yards/22810.75 Sq.mtrs, in the project named as "VEDANT" in forming part of Sy. No. 36, 40, and 41, and Sy. No.24/Part, 27/Part, 28/Part, 31, 35, 58, 59 and 60, situated at Manchirevula Village, Gandipet Mandal, Telangana State and bounded by

BOUNDARIES:

NORTH : Open to Sky
 SOUTH : Open to Sky
 EAST : Open to Sky
 WEST : Corridor



SCHEDULE -C
PAYMENT PLAN:

The total sale consideration for sale of Schedule-B- Apartment is Rs. _____/- (Rupees _____ only).

The PURCHASER/S/ALOTTEE has already paid to the VENDOR/DEVELOPER/PROMOTER herein Rs. _____/- (Rupees _____ only) being advance/earnest amount (including Booking amount) and the VENDOR/DEVELOPER/PROMOTER herein admits and acknowledges the receipt of the same and the PURCHASER/S has also paid an amount of Rs. _____/- (Rupees _____ only) towards GST.

The total amount of Rs. _____/- (Rupees _____ only) shall be payable by way of the following installments:

Payment Schedule	Consideration	GST	Total Amount
On Booking & Agreement amount (i.e.20% of the sale consideration + GST)	Rs. _____		
On Completion of Stilt Floor & Ground Floor Slab (i.e.10% of the sale consideration + GST)	Rs. _____		
On Completion of 1 st & 2 nd Floor Slab (i.e.10% of the sale consideration + GST)	Rs. _____		
On Completion of 3 rd & 4 th Floor Slab (i.e.10% of the sale consideration + GST)	Rs. _____		
On Completion of 5 & 6 Floor Slab (i.e.10% of the sale consideration + GST)	Rs. _____		
On Completion of 7 & 8 Floor Slab (i.e.10% of the sale consideration + GST)	Rs. _____		
On Completion of 9 & 10 Floor Slab (i.e.10% of the sale consideration + GST)	Rs. _____		
On Completion of Plastering of the said flat (i.e.10% of the sale consideration + GST)	Rs. _____		
At the time of Registration of Flat (i.e.5%)	Rs. _____		
Total Cost	Rs. _____		

Registration charges: – Stamp duty, registration fee etc., at the time of Registration of this Agreement of sale and ultimate sale deed as per applicable laws in force, payable by PURCHASER and plus legal and documentation charges etc., as decided.

Ajay Chandra



SCHEDULE -D
FLOOR PLAN OF APARTMENT:



Ajay Chandra Das



SCHEDULE -E SPECIFICATIONS OF APARTMENT:	
STRUCTURE :	R C C Framed structure.
SUPER STRUCTURE	Fly ash / Red brick / C.C. blocks masonry.
DOORS	- Main door in solid wood/MDF with teak veneer finish or equivalent. - Internal doors-flush doors with laminates or equivalent. - Chrome/SS plated ironmongery.
WINDOWS	- UPVC Sliding.
FLOORING	- Vitrified tile flooring 2' X 2' with skirting in drawing, living/dining and all bedrooms. - Ceramic tiles in toilets, Dadoing up to 7 Ft Height balconies, and utility areas 3 Feet.
KITCHEN	- Granite counter with ceramic tile dado up to 2 Feet above the counter and SS sink.
WALL FINISHES	- All interior walls will have in smooth finish with emulsion paint. - All external walls will be provided with cement based exterior paint.
TOILETS / BATHS	- European WCs - Toilet accessories of ISI Standards
POWER	- Concealed copper wiring. - Provision for electric chimney in kitchen, exhaust fans in kitchen and bathrooms. - Provision for split AC units in living and all bedrooms
CABLE TV	- Provision for Cable TV in living and all bedrooms.
GENERATOR / DG BACKUP	- Standby power for lifts and common amenities and light & fan in each Flat.
WATER SUPPLY	- UG Sump to over Head Tanks.
COMMON SERVICES FOR THE GATED COMMUNITY	- Power backup for street lighting, STP, Water supply & lifts - Concealed underground cabling for water, power and communication
ENVIRONMENTALLY FRIENDLY PRACTICES	- Sewerage Treatment Plant (STP) - Rain water harvesting pits as per design.
SECURITY FEATURES	- Provision of Guard room for Security Service.

Apj Chakraborty



SCHEDULE - F
SPECIFICATION OF THE PROJECT

STILT FLOOR OR UNDERGROUND	
SNO.	AREA
1	Pump Room
2	Under Ground tanks
3	DC Room
4	LT Panel room
5	Lift Lobbies
6	Drive ways
7	Parking
8	STP
9	Ventilation Panel Rooms
10	Electrical Room
11	Transformer
12	Staircases
13	Central Lawn
14	Security Room

TERRACE	
1	Munties
2	Overhead tanks
3	Lift Machine Rooms

AMENITIES	
1	Health Club, Community Hall, Indoor Sports Facilities, Library Space, Green Area-with Landscaping, Rain water Harvesting, Sewerage Treatment Plant.

Arjun Chandra



