

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) is made and executed on this ____ day of _____ 2019 at Hyderabad.

BY AND BETWEEN

M/s. PBSR Developers Pvt. Ltd., a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 8-2-293/82/A/76, First floor, Road No. 9A, Jubilee Hills, Hyderabad- 500033, hereinafter referred to as “**the DEVELOPER / PROMOTER**”, (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) represented by its authorized signatory **Mr. Vineet Aggarwal** vide valid Board Resolution dated 30th April 2018, Party of the **First Part**;

AND

	<u>Applicant</u>	<u>Co-Applciant</u>
Name		
Aged about		
Relation		

Residing at

Hereinafter called as the “**PURCHASER/S** and or **ALLOTEE/S**”, (which term shall, unless repugnant to or inconsistent with the context, mean and include his heirs, legal representatives, successors, executors and administrators) Party of the **Second Part**.

(The expression Purchaser/s shall be deemed modified and read suitably depending upon the Purchaser being male, female, a Joint Stock company, Body Corporate or a Firm or HUF or any Association of Persons and whenever there are more than one Purchaser the expression Purchaser in this Agreement shall be construed to include each of such Purchasers and their respective heirs, executors, administrators, legal representatives, successors.)

AND

(1) Mr. Pravin A. Patel, (2) Mr. Rupen Patel, (3) Mrs. Sonal Batra nee Sonal Patel, all of Mumbai, Indian Inhabitants, having their address at No.5, Dadabhai Road, A. K. Patel Bungalow, Santacruz, Mumbai, and **(4) Patel Engineering Limited**, a company incorporated under the provisions of the Companies Act, 1913 and having its registered office at Patel Estate, Jogeshwari (West), Mumbai 400 102, hereinafter collectively referred to as “**the OWNERS**” (which expression shall unless the same be repugnant to the context or meaning thereof in case of the individuals be deemed to mean and include their respective heirs, executors, administrators and assigns and in case of the company shall be deemed to mean and include its successors and assigns) represented by its SPA holder and Developer PBSR Developers Private Limited, Confirming Party of the **Third Part**;

(The Developer, Purchaser/s and the Owners are individually referred to as “**Party**”, collectively referred to as the “**Parties**”).

DEFINITIONS:

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

- (a) “Act” means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) “Appropriate Government” means the Government of Telangana;
- (c) “Regulations” means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development Act, 2016;
- (d) “Regulations” mean the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) “Section” means a section of the Act;
- (f) The term “**Unit Owner / Purchaser** ” as used hereinafter means any person who has agreed to purchase / already purchased any Unit in Serviced Apartment Block

constructed /to be constructed on the Said Property.

- (g) The term “Super built up area (**SBUA**) / **Saleable Area**” shall mean and include carpet area, wall thickness, bay windows of the Unit together with common entrance, passages, lobbies, stair case, lifts, lift lobbies etc.

WHEREAS:

- A. **(1) Mr. Pravin A. Patel, (2) Mr. Rupen Patel, and (3) Mrs. Sonal Batranee Sonal Patel, (4) Patel Engineering Limited,** (hereinafter collectively referred to as “the Owners”) are the absolute owners of various extents of land situated at Sy. Nos. 31(Part) and 32 (Part) of Gachibowli Village, Serilingampally Mandal, Ranga Reddy District, aggregating to a total extent of 21,779 Sq. yds having acquired / purchased the same through individual / joint registered deeds of sale and others deed, details of which are shown as under:

Sl. No	Vendor	Vendee	Sy. No	Extent (Ac.Gts) Or Sq. yds	Nature OF Doc	Doc. NO	DATE
1	R.R.Kamdar & Co., and others	Rupen Patel	32	1.00	Sale Deed	4871/00	22.05.00
2	R.R.Kamdar & Co., and others	Sonal Patel	32	1.00	Sale Deed	5218/00	23.05.00
3	R.R.Kamdar & Co.	Patel Engineering Limited	32	2.00	Sale Deed	2514/06	02.02.06
4	Hyderabad Metropolitan Development Authority	Patel Engineering Limited, Rupen Patel, P.A. Patel and Sonal Patel	31	1718 Sq. yds	Relinquish ment Deed	4361/13	18.03.13

5	R.R.Kamdar & Co., and others	Patel Engineering Limited, Rupen Patel, P.A. Patel and Sonal Patel	31	Remaining Portion of land admeasuring 701 Sq. yds (out of total Ac 18.10)	Various Sale Deed for extent of 18.10	Various Doc. Nos. as reflected in Gift settlement Deed dated 26.7.2004	Various Dates as reflected in Gift settlement Deed dated 26.7.2004
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- B. In view of the Master Plan of Greater Hyderabad Municipal Corporation, an extent of land admeasuring 1,319 sq. yds. is to be handed for proposed road widening of 120 feet on North side of 'Smondo Gachibowli' and land admeasuring 745 sq. yds has already handover for other purposes, out of Sy. No. 32 (Part) of Gachibowli Village. The balance land in Sy. No. 32 (Part) admeasuring approximately 17,296 sq. yds. is available for development. Further, in Sy. No. 31 (Part) land admeasuring approximately 2,419 sq. yds. is available for development.
- C. The Owners are now seized and possessed of and otherwise well and sufficiently entitled to all that piece and parcel of contiguous land admeasuring approximately 19,715 square yards in Survey Nos. 31 (Part) and 32(Part) of Gachibowli Village, Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh (hereinafter referred to as "**the Said Property**"). The Said Property is more particularly described in the "**Schedule A**" hereunder written and marked in red colour boundary lines on the plan annexed hereto as **Annexure '1'**.
- D. The Owners being desirous of developing the Said Property have executed a Development Agreement cum Power of Attorney dated 31st March, 2013 with the Developer herein, registered as Document No. 9145/2013 and Supplementary Deed to Development Agreement cum Power of Attorney dated 16/12/2013, registered as Document No. 134/2014 with Sub Registrar Office, Ranga Reddy.

- E. As per the terms of the said Development Agreement and Supplementary Deed, the Owners have granted to the Developer full and exclusive development rights in respect of the said Property and has thereby authorized the Developer to undertake the development of the said Property and construct thereon multistoried buildings by consuming and utilizing the entire development potential of the said Property as per the relevant development control regulations and development plan in force as applicable to the said Property.
- F. The Developer is in the process of developing two Residential Buildings and one Serviced Apartment Block on the Said Property in the name and style of '**SMONDO Gachibowli**', and has formulated plans for development on the Said Property having obtained plan sanction from HMDA / GHMC to construct three (3) buildings thereon and also an Amenities Block ("**said Buildings**").
- G. The proposed construction shall consist of **Block A** (2 cellars + Stilt + **20** upper floors) and **Block B** (2 cellars + Stilt + **20** upper floors) being Residential Apartments, and the 3rd Block being the **Service apartment block** (2 cellars + Ground + **19** upper floors) and an Amenities Block for which the Developer shall commence construction in accordance with sanctioned plans.
- H. Further, as per the terms of the said Development Agreement and Supplementary Deed the Developer has been authorized by the Owners to create third party rights in respect of the units on the terms and conditions therein stated.
- I. In the circumstances aforesaid, the Developer has acquired entitlement to undertake the development of the said Property and to sell and otherwise create third party rights in respect of the construction to be brought up thereon.
- J. The Developer shall construct the Serviced Apartment Block as per the sanctioned Plan and approvals from the Concerned Authorities. The Units in the said buildings i.e. BLOCK A, BLOCK B and Serviced Apartment Block shall be used for residential purpose only. The individual units shall be of varying size with common entrances, passages, lobbies, stair cases, lifts, lift lobbies, drainage, water treatment facilities, plumbing etc.

- A. The occupants / residents of the Service Apartments Block shall be provided with amenities in the Service Apartment Block itself for their exclusive usage. The common areas of the project including but not limited to roads, utilities, open areas shall be used by all residents / occupants of the building/s. It is clarified to the Purchasers / Allottees of Service Apartment/Unit that they shall not use amenities exclusively provided for unit owners / Purchasers in Block A and Block B. The Purchasers / Allottees of Units in Block A and Block B shall not use amenities provided to the Service Apartment Unit Owners / Purchasers.
- B. In the circumstances, pursuant to negotiations between the Parties, the Purchaser/s has / have agreed to purchase and acquire from the Developer and the Developer has agreed to sell to the Purchaser/s, the said Residential Unit/s on the terms and conditions herein contained.
- C. The Purchaser/s has/have demanded and has also taken inspection of the documents referred to in this Agreement and the Building Approvals issued by the concerned authorities and other relevant documents and papers including inter alia the documents of title of the Owners to the said Property and the entitlement of the Developer to carry out construction of the Proposed Buildings on the said Property and all other relevant documents pertaining to the said Property and the Proposed Buildings and the Purchaser/s hereby confirm/s that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and all documents and papers and information including *inter alia* the documents, papers and information as are required to be furnished/disclosed by a Developer / Promoter to an apartment acquirer under the provisions of the Andhra Pradesh Apartments (Promotion for Construction and Ownership) Act, 1987 and the Rules framed there under. The Purchaser/s at any time hereafter shall not be entitled to question or deny the propriety of such documents or the entitlement of the Developer to execute this Agreement under any circumstances whatsoever and howsoever arising.
- D. The Developer / Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at on..... under registration no.....;
- E. The Developer has got approved from the concerned local authority the plans, specifications, vide file bearing no. 7143/BP/CDA/Plg./2007 AND File No. B / 429/

TPS/ TP11 / GHMC / 2014, PERMIT No. 39591 / HO / WZ / Cir-11 / 2015 AND File bearing No.117404 / 21/02/2017 / HO, PERMIT No.53374 / HO / WZ / Cir-11 / 2016 (hereinafter referred to as **“the Said Plans”**). The Developer shall be at liberty to apply for and obtain any additional permission / sanction as may be necessary for fully exploiting the development potential of the Said Property and Purchaser confirms his / her/ their no objection for the same. The Purchaser agrees that the Developer shall be entitled to construct vertical / additional construction, upon having increased FAR/ FSI and subject to receiving necessary sanction from concerned Authorities. The Developer / Promoter agrees and undertakes that it shall not make any changes to these approved plans save and except those permissible under the Act and other laws as applicable;

- F. The Purchaser / Allottee has applied to the Developer and in terms of a Letter of Allotment has been allotted Unit bearing No. _____ in the Service Apartment Block admeasuring about _____ sq. ft. of Super Built Up Area together with a proportionate undivided interest in the Said Property for the Sale Consideration of **Rs. _____/- (Rupees _____ Only)**. (Hereinafter referred to as the **“Sale Consideration”**).
- G. Relying upon the conditions as set out in the said Allotment Letter the Developer hereby agrees to sell to the Purchaser the aforesaid Unit at the Consideration and on terms and conditions hereinafter appearing.

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. **TERM**:
 - 1.1 That in pursuance of the foregoing and in consideration of the mutual covenants and obligations undertaken by the Parties hereto and in consideration of the advance amount paid by the Purchaser to the Developer at the time of allotment of Unit , the Owners through the Developer hereby agrees to sell to the Purchaser and the Purchaser agrees to purchase the said Unit (hereinafter defined) as more fully described with the right to use the common areas, amenities and facilities as provided in the Said Property.
 - 1.2 That in consideration of the mutual obligations undertaken by the Parties and in consideration of the advance payment made by the Purchaser, the Developer hereby

agrees to sell to the Purchaser all rights and interests in **Unit No.** _____ situated on _____ **Floor** in Service Apartment Block, admeasuring _____ **sq. ft.** of Super Built Up Area (hereinafter referred to as “**Unit**”) together with an undivided share of land calculated as _____ % (**Point** _____ **percent**) equivalent to _____ sq. ft. considering the full potential of the Said Property more particularly described in the **Schedule ‘B’** written hereunder, subject to the terms, conditions and covenants herein contained, for a **Sale Consideration** of Rs. _____/- (**Rupees** _____ **Only**) free from all encumbrances, lien, lispendens, attachments, acquisitions, alignment, trust or tenancy of any nature whatsoever. The “**SCHEDULE B**” Property is hereinafter collectively referred to as the ‘**Schedule Property**’.

1.3 The Total Price for the Apartment /Unit is as per the table below:-

BLOCK NAME		APARTMENT NO.	
FACING		FLOOR	
VIEW PREMIUM		CORNER FLAT	
SBUA / SALEABLE AREA (SQ. FT.)		CAR PARKING SLOTS	
CARPET AREA (SQ. FT.)		COMMON AREA (SQ. FT.	
BALCONY AREA (SQ. FT.)		WALLS AREA (SQ. FT.)	
S NO.	PARTICULARS	RATE (RS.)	AMOUNT (RS.)
1	Basic price per sq. ft. on SBUA / saleable area		
2	Floor rise charges		
3	Facing charges		
4	PLC		
5	Car Parking		
6	Water , Electricity, gas and infrastructure		
7	Towards Club House		
8	Corner Flat Charges		

9	Legal & Documentation Charges		
(A)	TOTAL SALE CONSIDERATION		
(B)	GST		
CORPUS FUND & ADVANCE MAINTENANCE			
1	CORPUS FUND		
2	ADVANCE MAINTENANCE CHARGES		
3	GST ON ADVANCE MAINTENANCE		
(C)	CORPUS FUND + ADVANCE MAINTENANCE CHARGES + GST ON ADVANCE MAINTENANCE		
CAUTION DEPOSIT TO BE PAYABLE TO THE DEVELOPER DURING HANDOVER OF APARTMENT:			
1	REFUNDABLE CAUTION DEPOSIT		
2	NON - REFUNDABLE CAUTION DEPOSIT		
3	GST APPLICABLE		
	TOTAL		

1.4 The Purchaser having paid a sum of Rs. _____/- (Rupees _____ only) as advance to the Developer by the following Cheques.

Cheque No./DD No.	Dated	Drawn On	Amount

The Purchaser agrees and confirms that the Purchaser shall pay the Sale Consideration to the Developer in instalments as more particularly set out below, time being the essence of this Agreement, as follows:-

Due On or Before	Amount	GST	TDS
Booking Amount as per Sale Agreement (10%)			
On completion of 19 th floor slab (85%)			
On possession (5%)			
OTHER CHARGES ON POSSESSION			
TOTAL			

All payments shall be made by the Purchaser by way of Cheque/ Demand Draft / Pay Order / Banker's Cheque /RTGS payable at Hyderabad, favouring "PBSR Developers Pvt. Ltd" on the due date as per the Payment Schedule hereinabove or as per the date/ period given in the demand letter ("**Due Date**"). The date of credit of the amount into the account of the Developer will be considered as the date of payment by the Purchaser and interest, as mentioned in this Agreement, will become payable from the day following the **Due Date** (hereinafter referred to as the "**Date of Default**");

Explanation

- (i) The Total Price includes the booking amount paid by the Purchaser / Allottee to the Developer / Promoter towards the Unit / Apartment.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer / Promoter by way of GST, TDS or any similar taxes which may be levied; in connection with the construction of the Project payable by the Developer / Promoter, by whatever name called) upto the date of handing over the possession of the apartment/unit to the Purchaser / Allottee and the Project to the Association of Purchasers / Allotees 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 Purchaser / Allottee to the Developer / 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 the 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 Purchaser / Allottee provided that Stamp Duty Registration fee, mutation charges shall be paid by the Purchaser / Allottee as per actuals over and above the total price.

- (iii) The Developer / Promoter shall periodically intimate in writing to the Purchaser / Allottee, the amount payable as stated in (i) and (ii) above and the Purchaser / Allottee shall make payment demanded by the Developer / Promoter within the time and in the manner specified therein. In addition, the Developer / Promoter shall provide to the Purchaser / 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 / unit 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, 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 / Unit and the Project.

- 1.5 The Total price is escalation free, save and except increases which the Purchaser / Allottee hereby agrees to pay, due to increase on account of increase in material cost , taxes, 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 Developer / Promoter undertakes and agrees that while raising a demand on the Purchaser / Allottee for increase in material cost, taxes, development charges, cost/charges imposed by the competent authorities, the Developer / Promoter shall enclose the said notification / order / rule / regulation to that effect along with the Demand Letter being issued to the Purchaser / Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if

any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Purchaser / Allottee.

- 1.6 The Purchaser (s) / Allottee(s) shall make the payment as per the payment plan set out in **“Schedule C” (“Payment Plan”)**.
- 1.7 It is agreed that the Developer / Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in respect of the apartment / unit or building, as the case may be, without the previous written consent of the Purchasers / Allotees as per the provisions of the Act. Provided that the Developer / Promoter may make such additions and or alterations as may be required by the Purchaser / Allottee, or such charges or alterations as per the provisions of the Act, on such terms as may be agreed. The Developer / 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 Unit Owners / Purchasers / Allotees 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 Developer / Promoter, for which the Developer / Promoter shall not be liable after handing over.
- 1.8 The Developer / Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Purchaser / 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 Carpet area or the Saleable area. The total price payable for the Carpet area shall be recalculated upon confirmation by the Developer / Promoter. If there is reduction in the Carpet area or the Saleable area, which is not more than three percent, then the Developer / Promoter shall refund the excess money paid by the Purchaser / 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 Purchaser / 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 Purchaser / Allottee, the Developer / Promoter shall demand that from the Purchaser / Allottee along with the annual interest at the rate prescribed in the Rules, 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.

1.9 Subject to para 9.3, the Developer / Promoter agrees and acknowledges, the Purchaser / Allottee shall have the right to the Apartment/Unit as mentioned below:

- (i) The Purchaser / Allottee shall have exclusive ownership of the Apartment/Unit.
- (ii) The Purchaser / Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser / Allottee in the Common Area is undivided and cannot be divided or separated, the Purchaser / 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 Developer / Promoter shall hand over the Common Areas to the Association of Purchasers /Allotees 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 / Unit 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/Unit and the Project.
- (iv) The Purchaser / Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/Unit, as the case may be.
- (v) The Purchaser / Allottee is/are aware and agree(s) that the Unit Owners / Occupants/ Purchasers / Allotees of the Serviced Apartment Block shall have no access to the other Two Buildings viz. Block A and Block B and to the areas designated exclusively for the use and benefit of the residents of Block A and Block B.

1.11 It is made clear by the Developer / Promoter and the Purchaser / Purchaser / Allottee agrees that the Apartment/Unit 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 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 Purchaser / Allottee (like Club House).

1.12 The Developer / Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers / Allottees, which it has collected from the Purchasers / Allottees for the payment of outgoings (including land cost either directly or by way of share in the Project, ground rent, municipal or local taxes, charges for water and 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 Developer / Promoter fails to pay all or any of the outgoings collected by it from the Purchasers / Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers / Allottees, the Developer / 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 therefore by such authority or person.

1.13 The Purchaser / Allottee has paid a sum of ₹ _____/- (Rupees _____ only) as booking amount (not more than 10% of Total Price) being part payment towards the Total Price of the Apartment / Unit at the time of application, the receipt of which the Developer / Promoter hereby acknowledges and the Purchaser / Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan (Schedule "C") as may be demanded by the Developer / Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer / Promoter abiding by the construction milestones, the Purchaser / Allottee shall make all payments, on written demand by the Developer / 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 “_____” at _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Purchaser / 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 Developer / Promoter with such permission, approvals which would enable the Developer / 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 provision 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 Purchaser / Allottee understands and agrees that, in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Developer / Promoter accepts no responsibility in regard to matters specified in Para 4.2.

3.2 The Purchaser / Allottee shall keep the Developer / Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser / Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser / Allottee to intimate the same in writing to the Developer / Promoter immediately and comply with the necessary formalities, if any, under the applicable laws. The Developer / Promoter shall not be responsible towards any Third Party making payment/remittances on behalf of any Purchaser / Allottee Developer 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 Developer / Promoter shall be issuing the payment receipts in favour of the Purchaser / Allottee only.

4. **ADJUSTMENT / APPROPRIATION OF PAYMENTS:** The Purchaser / Allottee authorizes the Developer / Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser / Allottee against the Apartment/Unit, if any, in his / her name and the Purchaser / Allottee undertakes not

to object / demand / direct the Developer / Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE:** Time is essence of Agreement. The Developer / 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 of the Apartment to the Purchaser / Allottee and the common areas to the Association of Purchasers or the competent authority as the case may be.

6. **CONSTRUCTION OF THE PROJECT / APARTMENT:**

The Purchaser / Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement as **“Schedule D”** which has been approved by the competent authority, as represented by the Developer / Promoter. The Developer / 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 Developer / 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 HDMA/ GHMC and or other Concerned Authorities 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 the Agreement.

7. **POSSESSION OF THE APARTMENT / UNIT:**

- 7.1 **Schedule for possession of the said Apartment/Unit** – The Developer / Promoter agrees and understands that timely delivery of possession of the Apartment/Unit to the Purchaser / Allottee and the common areas to the association of Purchasers / Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer / Promoter assures to hand over possession of the Apartment/Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____ **(possession date)** with a further grace period of 6 months (subject to the extension of registration , if any, granted to the said Project by the Authority) unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court Stay or Government Order affecting the regular development of the Real Estate Project (“Force

Majeure”). If, however, the completion of the Project is delayed due to Force Majeure conditions, then the Purchaser / Allottee agrees that the Developer / Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers / Allottees agrees and confirms that, in the event it becomes impossible for the Developer / Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer / Promoter shall refund to the Purchaser / Allottee the entire amount received by the Developer / Promoter from the allotment within 90 days from that date. The Developer / Promoter shall intimate the Purchaser / Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser / Allottee, the Purchaser / Allottee agrees that he / she shall not have any rights, claims etc. against the Developer / Promoter and that the Developer / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Developer / Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment/Unit, to the Purchaser / Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. If the Purchaser / Allottee fails to take delivery within the time specified in the Notice, he shall be liable for payment of all outgoings including maintenance charges from the date of Notice. Provided that, in the absence of local law, the Conveyance Deed in favour of the Purchaser / Allottee shall be carried out by the Developer / Promoter within three months from the date of issue of Occupancy Certificate. The Developer / Promoter agrees and undertakes to indemnify the Purchaser / Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer / Promoter. The Developer / Promoter shall not be liable for any defect or deficiency occasioned of any act or omission in the part of the Purchaser / Allottee or any authority or Third Party on whom the Developer / Promoter has no control. The Purchaser / Allottee, after taking possession agree(s) to pay the maintenance charges as determined by the Developer / Promoter / association of Purchasers / Allottees. The Developer / Promoter shall hand over the Occupancy

Certificate of the apartment / plot, as the case may be, to the Purchaser / Allottee at the time of conveyance of the same.

- 7.3 **Failure of Purchaser / Allottee to take possession of Apartment/Unit** – Upon receiving a written intimation from the Developer / Promoter as per Para 7.2, the Purchaser / Allottee shall take possession of the Apartment/Unit from the Developer / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter shall give possession of the Apartment/Unit to the Purchaser / Allottee. In case the Purchaser / Allottee fails to take possession within the time provided in para 7.2, such Purchaser / Allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2 alongwith monthly holding charges at the rate of Rs.150/- (Rupees One Hundred and Fifty only) per sq. ft. plus applicable taxes thereon till such takeover of the Apartment.
- 7.4 **Possession by the Purchasers / Allottees** – After obtaining the Occupancy Certificate and handing over physical possession of the Apartment/Unit to the Purchasers / Allottees, it shall be the responsibility of the Developer / Promoter to hand over the necessary documents and plans, including common areas to the Association of Purchasers / Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Developer / Promoter shall hand over the necessary documents and plans including common areas to the association of Purchasers / Allottees or the competent authority, as the case may be, within thirty days after obtaining the Completion / Occupancy Certificate.
- 7.5 **Cancellation by Purchasers / Allottees** – The Purchasers / Allottees shall have the right to cancel / withdraw his/her/ their/its allotment in the Project only as provided in the Act: Provided that where the Purchasers / Allottee proposes to cancel/withdraw from the Project without any fault of the **Developer / Promoter, the Developer / Promoter herein is entitled to forfeit the booking amount (not more than 10%) paid for the allotment / booking.** The balance amount of money paid by the Purchaser / Allottee shall be returned by the Developer / Promoter to the Purchaser / Allottee within three months of such cancellation or at the time that the Developer / Promoter is able to resell the said Apartment /Unit to another Purchaser, whichever is later.
- 7.6 **Compensation** – The Developer / Promoter shall compensate the Purchaser / Allottee in case of any loss caused to him due to defective title of the land on which the Project is

being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer / Promoter fails to complete or is unable to give possession of the Apartment/Unit (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 reasons; the Developer / Promoter shall be liable, on demand to the Purchasers / Allottees, in case the Purchaser / 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/Unit, 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 Purchaser / Allottee does not intend to withdraw from the Project, the Developer / Promoter shall pay the Purchaser / Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment/ Unit, which shall be paid by the Developer / Promoter to the Purchaser / Allottee within ninety days of it becoming due.

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

8.1 The Developer / Promoter hereby represents and warrants to the Purchaser / Allottee as follows:-

- (i) The Developer / Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer / 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; [in case there are any encumbrances on the land, provide details of such encumbrances including any rights, title, interest and name of Party in or over such Land].

- (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, licences and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Unit are valid and subsisting and have been obtained by following due process of law. Further, the Developer / 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/Unit and common areas.
- (vi) The Developer / 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 Purchaser / Allottee created herein, may prejudicially be affected;
- (vii) The Developer / 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 the Apartment/Unit which will, in any manner, affect the rights of Purchaser / Allottee under this Agreement;
- (viii) The Developer / Promoter confirms that the Developer / Promoter is not restricted in any manner whatsoever from selling the said Apartment/Unit to the Purchaser / Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed, the Developer / Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Unit to the Purchaser / Allottee and the common areas to the Association of Purchasers / Allotees or the competent authority, as the case may be;
- (x) The Developer / 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 Purchaser / Allottee and the association of Purchaser / Allotees 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 of the said property) has been received by or served upon the Developer / Promoter in respect of the said Land and / or the Project except those disclosed in the Title Report.

8.2 The Purchaser / Allottee/s or himself / themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer / Promoter as follows:-

- (i) To maintain the Apartment at the Purchasers / Allotees own cost in good and tenatable 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 s 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 Purchaser / Allottee in this behalf, the Purchaser / 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 Developer / Promoter to the Purchaser / 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 Purchaser / Allottee committing any act in contravention of the above provision, the Purchaser / Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and / or public authority.

- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, piers or other structural members in the Apartment without the prior written permission of the Developer / 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 of whereby any increased premium shall become payable in respect of the Insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other effuse 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 Developer / Promoter within fifteen days of demand by the Developer / Promoter his share of Security Deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and / or

Government and / or other public authority, on account of change of user of the Apartment by the Purchaser / Allottee for any purposes other than for purpose for which it is sold.

- (ix) The Purchaser / 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 Purchaser / 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 outgoings in accordance with the terms of this Agreement.
- (x) Till a Conveyance of the common areas, services and amenities of the building / Project in which Apartment is situated is executed in favour of Society / Limited Company/ Association and till all the total built-up area / units are sold off, the Purchaser / Allottee shall permit the Developer / Promoter and their Surveyors and Agents with or without workmen and others at all reasonable times to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Developer / Promoter fails to provide to move in possession of the Apartment/Unit to the Purchaser / Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para, “ready to move in possession” shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of

all specifications, amenities and facilities as agreed to between the Parties and for which, Occupation Certificate or Completion Certificate, as the case may be, has been issued by the competent authority.

- (ii) Discontinuance of the Developer / Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules made thereunder.

9.2 In case of default by Developer / Promoter under the conditions listed above, Purchaser / Allottee is entitled to the following:

- (i) Stop making further payments to Developer / Promoter as demanded by the Developer / Promoter. If the Purchaser / Allottee stops making payments, the Developer / Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser / Allottee be required to make the next payment without any interest; or
- (ii) The Purchaser / Allottee shall have the option of terminating the Agreement in which case the Developer / Promoter shall be liable to refund the entire money paid by the Purchaser / Allottee under any head whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the Termination Notice: Provided that where an Purchaser / Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid by the Developer / Promoter interest at the rates prescribed in the Rules for every month of delay till the handing over of the possession of the Apartment/Unit, which shall be paid by the Developer / Promoter to the Purchaser / Allottee within ninety days of it becoming due.

9.3 The Purchaser / Allottee shall be considered under a condition of Default on the occurrence of the following events:

- (i) In case the Purchaser / Allottee fails to make payment demands made by the Developer / Promoter as per the Payment Plan annexed hereto, despite having been issued Notice in that regard, the Purchaser / Allottee shall be liable to pay interest to the Developer / Promoter on the Unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Purchaser / Allottee under the condition listed above continues for a period beyond one month after Notice from the Developer / Promoter in this regard, the Developer / Promoter may cancel the allotment of the Apartment/Unit in favour of the Purchaser / Allottee and refund the money paid to him by the Purchaser / Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer / Promoter shall intimate the Purchasers / Allottees about such termination at least thirty days prior to such termination. The amount shall be repaid by the Developer / Promoter within a period of ninety days after termination or the date on which the Developer / Promoter is able to resell the Apartment / Unit to another Purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer / Promoter, on receipt of the Total price of the Apartment/Unit as per Para 1.2 under the Agreement from the Purchaser / Allottee shall execute a Conveyance Deed and convey the Title of the Apartment/Unit together with proportionate indivisible share in the Common Areas within three (3) months from the date of issuance of the Occupancy Certificate and or the Completion Certificate, as the case may be, to the Purchaser / Allottee. Provided that, in the absence of local law, the Conveyance Deed in favour of the Purchaser / Allottee shall be carried out by the Developer / Promoter within three months from the date of issue of the Occupancy Certificate. However, in case the Purchaser / Allottee fails to deposit the Stamp Duty and / or registration charges within the period mentioned in the Notice, the Purchaser / Allottee authorizes the Developer / Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of Stamp Duty and registration charges to the Developer / Promoter is made by the Purchaser / Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT PROJECT

- 11.1 The Developer / Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Purchaser / Allottees and the cost of maintenance shall be borne by the Developer / Promoter and the Purchaser / Allottees proportionate to the units/apartments/buildings in their respective occupation. The facilities like Club House and service connections like

water and sewerage supply which are common to the entire project undertaken in phases shall be jointly maintained by the Developer / 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 authorised 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 Purchaser / Allottee, the Developer / Promoter shall be the occupant in respect of any unit / apartment / building.

12. **DEFECT LIABILITY**

- 12.1 It is agreed that, in case any structural defect or any other defect in workmanship quality or provision of service or any other obligations of the Developer / Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Developer / Promoter within a period of 5 (five) years by the Purchaser / Allottee from the date of handing over possession, it shall be the duty of the Developer / Promoter to rectify such defects without further charge, within 30 (thirty) days and in the event of Developer / Promoter's failure to rectify such defects within such time, the aggrieved Purchaser / 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 Developer / Promoter shall transfer manufacturer guarantees / warranties to the Purchaser / Allottee or association of Purchaser / 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.

12.3 The Purchasers / Allottees shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Purchaser / 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 Purchaser / Allottee or the association of the Purchaser / Allottees, as the case may be.

13. **RIGHT TO ENTER THEIR APARTMENT FOR REPAIRS**

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

14. **USAGE: USE OF BASEMENT AND SERVICE AREAS**

The basement/s and service areas, if any, as located within the “**SMONDO GACHIBOWLI**” 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 Purchaser / 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 Purchaser / Allottees formed by the Purchaser / Allottees for rendering maintenance services.

15. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

- 15.1 Subject to para 12 above, the Purchaser(s) / Allottee(s) shall, after taking possession be solely responsible to maintain the Apartment/Unit 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/Unit, or the staircases, lifts, common passages, corridors, calculation 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/Unit and keep the Apartment/Unit, its walls and partitions ewers, drains, pipe and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Purchaser (s) / Allottee (s) further undertakes, assures and guarantees that he / she would not put any signboard / name plate, neon light, publicity material or advertisement material etc. on the face / façade of the building or anywhere on the exterior of the project, buildings therein or Common Areas. The Purchasers / Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser / Allottee shall not store any hazardous or combustible goods in the Apartment/Unit or place any heavy material in the common passages or staircase of the building. The Purchaser / Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment/ Unit.
- 15.3 The Purchasers / Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer / Promoter and thereafter the association of Purchaser / Allottees and / or Maintenance Agency appointed by association of Purchaser / Allottees. The Purchaser / Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICASTIONS ETC. BY PARTIES**

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

17. **ADDITIONAL CONSTRUCTIONS**

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

18. **MORTGAGE OR CREATE A CHARGE**

Notwithstanding any other term of this Agreement, the Purchasers / Allottees hereby authorizes and permits the Developer / 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 Purchaser / Allottee(s). The Purchaser / Allottee shall be informed about the same at the time of the Agreement.

19. **FORMATION OF ASSOCIATION OF PURCHASER / ALLOTTEES AND CONSENT OF PURCHASER / ALLOTTEES**

The Developer / Promoter shall take the following steps to enable formation of an Association of Purchaser / Allotees under Section 11(4)(e) of the Act.

- (a) With respect to a Real Estate project, the Developer / Promoter shall submit an Application to the Registrar for registration of the Association of Purchaser / Allotees as a Society under the A.P. 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 Purchaser / Allotees in such a project have taken possession and the Developer / Promoter has received the full consideration from such Purchaser / Allotees. All the Purchaser / Allotees on payment of full consideration shall become members of such Association of Purchaser / Allotees formed by the Developer / Promoter.
- (b) If the Developer / Promoter fail to form the Association of Purchaser / Allotees, the Authority shall, by an order direct the Developer / Promoter to apply for formation of such Association or may authorise the Purchaser / Allotees to apply for formation of the said Association.

(c) Notwithstanding any other rule, after conveying the Title to the Association of Purchaser / Allotees under Section 17, the Developer / 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 by the Association of Purchaser / Allotees without any restriction or entry of the building and development of common areas.

20. **BINDING EFFECT**

Forwarding this Agreement to the Purchaser / Allottee by the Developer / Promoter does not create a binding obligation on the part of the Developer / Promoter or the Purchaser / Allottee until, firstly, the Purchaser / 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 Purchaser / Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Serilingampally Mandal Ranga Reddy District as and when intimated by the Developer / Promoter. If the Purchaser / Allottee(s) fails to execute and deliver to the Developer / Promoter this Agreement within 30 (thirty) days from the date of receipt by the Purchaser / Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Developer / Promoter, then the Developer / Promoter shall serve a Notice to the Purchaser / Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser / Allottee, application of the Purchaser / Allottee shall be treated as cancelled and all sums deposited by the Purchaser / Allotees in connection therewith including the booking amount shall be returned to the Purchaser / Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT**

The 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/plot/building, as the case may be.

22. **RIGHT TO AMEND**

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

23. **PROVISION OF THIS AGREEMENT APPLICABLE ON PURCHASER / ALLOTTEE / SUBSEQUENT PURCHASER / ALLOTTEES**

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 / Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Purchasers / Allottees of the Apartment / Unit, in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE**

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

25. **SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Purchaser / Allottee has to make any payment in common with other Purchaser / Allottee(s) in project, the same shall be the proportion which the carpet area of the Apartment/Unit bears to the total carpet area of all then Apartment/Unit in the project.

27. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in 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 Developer / Promoter through its authorised signatory at the Developer / Promoter's Office or at some other place, which may be mutually agreed between the Developer / Promoter and the Purchaser / Allottee, in and after the Agreement is duly executed by the Purchaser / Allottee and the Developer / Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Concerned Sub-registrar at Ranga Reddy District. Hence, this Agreement shall be deemed to have been executed at Hyderabad / Ranga Reddy District.

29. **NOTICES**

That all Notices to be served on the Purchaser / Allottee and the Developer / Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser / Allottee or the Developer / Promoter by registered Post at their respective addresses specified below:

_____ Name of Purchaser / Allottee

_____ (Purchaser / Allottee Address)

M/s _____ Developer / Promoter Name

_____ Developer / Promoter Address

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

30. **JOINT PURCHASER / ALLOTTEES**

That in case there are joint Purchasers / Allottees, all communications shall be sent by the Developer / Promoter to the Purchasers / Allottees 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 Purchaser / Allottees.

31. **SAVINGS**

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser / Allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser / Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

- 33.1 All or any dispute 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 / Arbitrator appointed under the Arbitration and Conciliation Act 1996.

- 33.2 The arbitration proceedings shall be held in Hyderabad and conducted in English language and the arbitration will be subject to and governed by the provisions of the Arbitration and Conciliation Act, 1996 or such other competent law for the time being in force. The cost of the arbitration proceedings shall be borne by the Parties equally. The decision of the sole arbitrator shall be final and binding upon the Parties. This arbitration agreement shall survive the termination of this Agreement.

ADDITIONAL TERMS:

34. **NOT TO ALTER NAME:**

The Purchaser / Allottee shall not alter or subscribe to the alteration of the name of “**Smondo Gachibowli**”. The Purchaser / Allottee shall also not alter or subscribe to the alteration of the name/number of the individual Building/s which collectively forms the Building/s.

35. **INDULGENCE:** Any delay or indulgence shown on the part of the Developer / Promoter in enforcing the terms of this Agreement or any forbearance or giving additional time to the Purchaser / Allottee by the Developer / Promoter shall not be construed as waiver of the breach or non-compliance of the terms and conditions of this Agreement. It is agreed by the parties that notwithstanding any indulgence by the Developer / Promoter, the Developer / Promoter shall be entitled to enforce all its claims against the Purchaser/s without prejudice the rights of the Developer / Promoter under this Agreement.

36. **CUSTODY :** This Agreement is prepared in identical two sets. The Developer / Promoter and the Purchaser / Allottee shall retain a set each.

37. **ASSIGNMENT:** The Purchaser / Allottee agrees that any transfer of the Unit prior to registration of the Sale Deed shall be done only with prior NOC / consent of the Developer. Such transfer shall be only in favour of the transferee as may be approved by the Developer / Promoter and subject to the terms and conditions as may be stipulated by the Developer and on payment of transfer charges of Rs.250/- per sq. ft. of the super built up area of the Unit plus applicable taxes to the Developer. The Developer shall not unreasonably withhold granting of NOC for transfer of said Unit by the Purchaser / Allottee. The stamp duty and registration fees applicable on the Deed of Assignment shall borne and paid by the Transferee alone.

38. The timing and the mode of execution and or registration of Sale Deed under the applicable laws shall be done upon receipt of entire Sale Consideration Taxes and other amounts as applicable, from the Purchasers / Allotees and shall be in the manner the Developer / Promoter advises the Purchasers / Allotees.
39. The Developer / Promoter shall be entitled to retain or allot the parking space in the basement or at any other level in the Buildings to any Unit Owner for exclusive use and the Purchaser / Allottee herein shall not object to the use and utilization of such parking space in any manner, however such Unit Owner using the allotted / specified parking space shall not be entitled to put up any permanent construction thereon and shall always allow access therein for any repairs and maintenance. All such parking space shall form integral part of the respective Unit of the Unit Owner and cannot in any manner be disposed of or sold independently.
40. The Developer either directly or through the maintenance agency shall be responsible to maintain the Building/s from the date of occupation or actual handover of Units to Unit Owners whether possession is taken over by the Unit Owner or not. Upon execution of the Conveyance Deed in favour of Association and or handover of the Project to the Association, Association shall be responsible to maintain the same. In the event maintenance cost increases beyond the advance maintenance amount collected from the Allotees/Purchasers/Unit Owners, in such case the Purchaser /Allotees / Unit Owners shall be liable to contribute additional amount for maintenance of Buildings calculated at actuals without delay or demur.
41. The Purchaser is/are aware and agree(s) that the Unit Owners / Occupants of the Serviced Apartment Block shall have no access to the other Two Buildings viz. Block A and Block B and to the areas designated exclusively for the use and benefit of the residents of Block A and Block B. The amenities provided in the Amenity Block are exclusively meant only for use by the Unit Owners and / or their tenants or occupier and their immediate family members only, in Block A and Block B.
42. The Purchaser is/are hereby agree that Purchaser /s of the Unit/s in Serviced Apartment Block shall not use the amenities provided in the Amenities Block as they has/have been provided with amenities in Serviced Apartment Block for their exclusive usage. The Purchaser/s herein voluntarily waive /relinquish the right to use the amenities in the Amenity Block in the said property and shall not claim any right upon it anytime in future.

43. The right of membership to the Club House is compulsorily attached to the Unit and in case the Unit is sold by the Purchaser, the corresponding membership to the Club House shall also stand automatically transferred to such transferee.
44. The Advance Maintenance deposit shall be utilized towards payment with regard to the common repairs, common interest, common maintenance, maintenance of the amenities, painting, Insurance, Municipal expenses, taxes and cesses, electrical and water tax, etc., including maintenance of staircases, elevators, access roads, common roads, compound wall, sewers and other amenities and facilities provided in the, Building/s as may be determined by the Developer. The payment of the Advance Maintenance deposit shall not be linked to completion of common amenities in the Buildings and the Developer shall be under no obligation to carry out any repairs or replacements of equipments/installations if adequate Maintenance Amount is not available.
45. The Purchaser/s and or Allottee /s shall not at any time claim or seek partition or division or separate possession in respect of **Schedule A Property** under any circumstances.
46. The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule Property or any part thereof any noisy, offensive or dangerous trade or pursuit or immoral or illegal activity or which may be or become in any way a nuisance, annoyance or danger to the Developer or the other Unit Owner which may tend to depreciate the value of any unit in Smondo Gachibowli. In such event the Developer reserves the right to cancel and terminate the booking and or the Agreement and refund the amounts received to the Purchaser / Allottee along with the interest provided under the rules.
47. The Purchaser may obtain finance from any financial institution / bank of any other source for purchase of the Schedule Property, but the Purchaser obligation to purchase the Schedule Property pursuant to this Agreement shall not be contingent on the Purchaser's ability or competency to obtain such financing and the Purchaser will remain bound under this Agreement. Further, if any bank/financial institution refuses/makes delay in granting financial assistance and/or disbursement of loan on any ground(s), the Purchaser shall not refuse/delay payment of any installments /dues to the Developer within the time as specified in the Demand. However, the Developer shall have the first lien and charge on the Schedule A and B Property for all dues that are or

may be due and payable by the Purchaser to the Developer under this Agreement.

SCHEDULE 'A' PROPERTY

(DESCRIPTION OF SAID PROPERTY)

All that piece and parcel of land admeasuring 17,296 Sq. Yards, in Survey No.32 (Part), situated at Gachibowli Village, Serilingampally Mandal, under Greater Hyderabad Municipal Corporation, Ranga Reddy District, and bounded on the:

NORTH : Neighbour's Land in Sy.No.32;
SOUTH : Land in Sy.No.31 and Remaining portion of Sy.No. 32;
EAST : Land in Sy.No.38;
WEST : 120 feet wide Road (internal).

All that piece and parcel of land admeasuring 2,419 Sq. Yards, in Survey No.31(Part), situated at Gachibowli Village, Serilingampally Mandal, under Greater Hyderabad Municipal Corporation, Ranga Reddy District, and bounded on the:

NORTH : Land in Sy.No.32;
SOUTH : Park in Sy. No. 31;
EAST : Land in Sy. No. 32;
WEST : 120 feet wide Road (internal).

SCHEDULE 'B' PROPERTY

(DESCRIPTION OF THE UNIT/ APARTMENT AGREED TO BE CONVEYED)

An Apartment bearing No. on the Floor of Block, forming one of the Buildings in Smondo Gachibowli, to be constructed on the Said Property with a super built-up area ofSquare Feet which is inclusive of proportionate share in common areas such as passages, lobbies, lifts, staircases and other areas of common

use, together with **Car Park** Space in the basement/ground level of the Building.

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SCHEDULE C

PAYMENT PLAN

SCHEDULE - "D"

SPECIFICATION			
1	STRUCTURE	RCC Framed structure with solid Concrete block masonry with two coats of external plaster & one coat internal plaster finished in Neeru complete.	
2	DOORS & WINDOWS	Main entrance Door & Internal Doors	Hard wood/Sal wood frame and shutters finished in laminate and steel hardware
		Staircase Doors	Hard wood/Sal wood frame and shutters finished in laminate and steel hardware complying with the fire specifications as mentioned in the fire NOC.
		Common Area Doors	Hard wood/Sal wood frame and shutters finished in laminate and steel hardware

		Windows	Aluminum sliding windows with clear glass
3	FLOORING	Living / Dining / Kitchen/Pantry/Passage	600mm X 600mm Vitrified tiles flooring and Skirting of approved make.
		Bed Rooms	Laminated Wooden Flooring of approved make.
		Toilets	Antiskid Designer Ceramic tiles for flooring and ceramic glazed tiles dado upto 7 ' of approved make.
		Kitchenette	2 feet high designer ceramic tiled dado of approved make. Granite counter with stainless steel sink.
4	INTERNAL / EXTERNAL PAINTING / FINISHING	Internal for Apartments	Emulsion Paint
		External	Antifungal Acrylic based water proof paint of approved make.
		Railing for Staircase and common area	M.S. railing finished with Enamel paints over a coat of red oxide.

5	ELECTRICAL	Concealed conduits with copper wires of ISI standard for Apartment Floors and open conduits for Stilt Floors. Sufficient points for power and lighting. Provision for cable television & telephone point in living room. Aircon point provision in bed rooms. Provision of Aqua Guard Point in Kitchen.
6	TOILETS	Floor mounted ceramic EWC of approved make. Ceramic Wash hand Basin of approved make. Plumbing fixtures of Jaguar/equivalent make. Provision of adequate electrification points.
7	LIFT / OTHERS	Automatic Passenger lifts and a Service Lift with 24 Hours power back up of reputed makes. DG: 100% power backup.
8	COMMON AREA LIGHTING	Provision of Adequate Light Points, complying to IS Standards.
9	ENTRANCE LOBBY	Floor finished in pattern of Vitrified Tiles, Lift Facia with Granite Cladding. Wall finished in OBD of approved colour. False ceiling in Gypsum with adequate light fixtures of approved make.
10	LIFT LOBBY	Floor finished with Vitrified Tiles and skirting of approved make.
11	CORRIDOORS	Flooring with Vitrified Tiles and Skirting of approved make.

		Wall finished in OBD of approved colour.
12	STAIRCASE	Treads and Risers finished with Kotah Stone. Wall finished in OBD of approved colour.

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IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR
RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT
_____ (CITY/TOWN NAME) IN THE PRESENCE OF ATTESTING
WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

IN WITNESS WHEREOF the PARTIES herein have executed this AGREEMENT in the
presence of the Witnesses attesting hereunder:

Signed Sealed & Delivered by)

Within named Developer)

M/s. PBSR Developers Pvt. Ltd.,)

Through its Authorised Signatory)

.....)

Signed and delivered by)

Within named Purchaser)

APPLICANT)

COAPPLICANT)

Signed Sealed & Delivered by)

Within named Owners)

1) Mr. Pravin A. Patel)
1) Mr. Rupen Patel,)
2) Mrs. Sonal Batra nee Sonal Patel,)
3) Patel Engineering Limited)
through their Constituted Attorney)
.....)
in the presence of ;)

EXHIBIT – 1

LIST OF ANNEXURES

1. Sketch of Said Property.
2. Floor Plan.