

[See Rule 38]

AGREEMENT OF SALE

This Memorandum of Agreement of Sale is made and executed on this the ____ day of _____, 2023, by and between:

M/s. ECLUMINAR LLP (formerly known as M/s. Ecluminar Private Limited), a Limited Liability Partnership registered under the Limited Liability Partnership Act, 2008, and having its registered office at # H.No.1-1-16/1, 1st Floor, Apartment No.102, Hydernagar Main Road, Hydernagar, Hyderabad -500072, (PAN No.AAHFE0459L) represented by its Authorized Signatory **Sri B.V.S.R .Krishna S/o. Late Sri B.V. Subrahmanyam** aged about **52 years**, Occ: Service, O/o. # D.No.6-3-352/2&3, 802, Astral Heights, Road No.1, Banjara Hills, Hyderabad. Aadhaar No. 8768 7464 6901.

(Hereinafter called as the "**Vendor/Land Owner**")

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

And

M/s. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, and having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 034, (PAN No. AADCA1031D) represented by its Authorized Signatory **Sri B.V.S.R .Krishna S/o. Late Sri B.V. Subrahmanyam** aged about **52 years**, Occ: Service, O/o. # D.No.6-3-352/2&3, 802, Astral Heights, Road No.1, Banjara Hills, Hyderabad, Telangana – 500034 (Aadhaar No. 8768 7464 6901).

(Hereinafter called as the "**Promoter/Developer**")

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

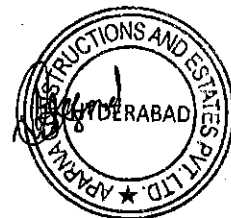
And

1. **Mr.** _____ **S/o. / W/o. Mr.** _____, aged about ____ years, at
Occupation: _____ Residing _____ at
PAN No: _____ & Aadhar No: _____
2. **Mr.** _____ **S/o. / W/o. Mr.** _____, aged about ____ years, at
Occupation: _____ Residing _____ at
N No: _____ & Aadhar No: _____

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

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

The Vendor/Land Owner and Promoter/Developer and Allottee(s)/Purchaser(s) 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"** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **"Agreement"** shall mean this Agreement for Sale including the recitals above, the schedules and all annexures attached hereto, as amended from time to time;
- c) **"Association of Allottee(s)/Purchaser(s) or Owners Association"** shall both mean the same, to be formed by the Promoter/Developer consisting of the owners of the Apartments in the Project for the purpose of holding and maintenance of the Common Areas, the Amenities of the Project;
- d) **"Apartment"** means the Apartment allotted to the Allottee(s)/Purchaser(s) by the Promoter/Developer and agreed to be sold under this Agreement and mentioned and described in **Schedule-C** here below;
- e) **"Apartment Specifications"** shall mean the broad specifications of the Project/Apartment and detailed in the **Schedule-E** here below or any equivalent thereof;
- f) **"APMS"** means Aparna Property Management Services Private Limited
- g) **"Appropriate Government"** shall mean the Government of Telangana;
- h) **"Approvals"** shall mean all those sanctions, certificates, approvals, permits, no-objection certificates, consents, including and not limited to building plans, development plan, etc., as are necessary and obtained from the statutory authority, for construction and development of the Project;
- i) **"Authority"** shall mean the Telangana Real Estate Regulatory Authority, established under the Act and Rules shall include the Real Estate Appellate Tribunal;
- j) **"Building"** shall mean the residential and/or commercial building block(s)/tower(s) in the Project where the Apartment buildings/blocks and/or commercial buildings/blocks is located in the "Project Land" as provided in the Approved Plans sanctioned by HMDA, which were explained hereunder in point (r);
- k) **"Notice"** shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement;
- l) **"Payment Plan/Schedule"** shall mean the payment of the Total Price payable by the Allottee(s)/Purchaser(s) to the Promoter/Developer on completion of such milestones or the dates as mentioned in **Schedule-D** here below;
- m) **"Project"** shall mean the real estate project which includes all the Phases being developed on the Said Land by constructing residential buildings/blocks as may be decided by the Promoter/Developer;
- n) **"Project Specifications"** means the broad specifications of the Project with the provision of the Common Areas provided therein and detailed in **Schedule-E** here below, wherever it's applicable;
- o) **"Rules"** means the Telangana Real Estate (Regulation and Development) Rules, 2017, made under the Real Estate (Regulation and Development) Act, 2016;

- p) **"Regulations"** means the Regulations, if any; made under the Real Estate (Regulation and Development) Act, 2016;
- q) **"Said Land"** means Vendor/Land Owner and Promoter/Developer obtained permission to construct/build Residential Apartments, Amenities Block-1 & 2 and Commercial Block consisting of 18 Blocks to be constructed in total extent of land admeasuring of 141085.12 Sq. Yards (equivalent to 117965.13 Sq. Meters equivalent to Ac.29-06Gnts) forming part of Survey Numbers 170/1/9 (Ac.3-39Gnts), 171/1/9 (Ac.0-14Gnts), 171/9/9 (Ac.0-14Gnts), 170/1/9 (Ac.3-01Gnts), 172/9 (Ac.7-26Gnts), 172/9/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts) of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin code – 500014 vide Technical Approval No. 001106/BP/HMDA/0232/MED/2023 dated 26th June, 2023.
- r) **"Project Land"** means Vendor/Land Owner and Promoter/Developer obtained permission to construct/build Residential Apartments, Amenities Block-1 & 2 and Commercial Block consisting of 18 Blocks to be constructed in land admeasuring total extent of land admeasuring of 138231.65 Sq. Yards (equivalent to 115579.27 Sq. Meters equivalent to Ac.28-22.60Gnts) out of the total extent of land admeasuring 141085.12 Sq. Yards (equivalent to 117965.13 Sq. Meters equivalent to Ac.29-06Gnts) forming part of Survey Numbers 170/1/9 (Ac.3-39Gnts), 171/1/9 (Ac.0-14Gnts), 171/9/9 (Ac.0-14Gnts), 170/1/9 (Ac.3-01Gnts), 172/9 (Ac.7-26Gnts), 172/9/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts) of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin code – 500014 vide Technical Approval No. 001106/BP/HMDA/0232/MED/2023 dated 26th June, 2023 and is named as "Project - Aparna SYNERGY".
- s) **"Statutory Payments"** shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc., GST, which may be imposed by the Authorities – State and Central Government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards GHMC, Electricity & Water Boards and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc.
- t) **"Total Price"** means the sum total of the cost payable towards the Apartment by the Allottee(s)/Purchaser(s) to the Promoter/Developer as detailed in Clause 1.2 under terms and conditions as mentioned below;
- u) **"Section"** means a section of the Act.

WHEREAS –

A. The Vendor/Land Owner is the absolute owner and possessor of a total extent of 141085.12 Sq. Yards (equivalent to Ac.29-06Gnts) forming part of Survey Numbers 170/1/9 (Ac.3-39Gnts), 171/1/9 (Ac.0-14Gnts), 171/9/9 (Ac.0-14Gnts), 170/1/9 (Ac.3-01Gnts), 172/9 (Ac.7-26Gnts), 172/9/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts) of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin Code – 500014 hereinafter be named and referred to as "Said Land".

B. The Flow of Title in respect of the **"Said Land"** is more clearly narrated hereunder -

Originally the Landowner had acquired right, title and possession over the Schedule A land admeasuring to a total extent of Ac.29-06Gnts forming part of Survey Numbers_170/1/9 (Ac.3-39Gnts), 171/1/9 (Ac.0-14Gnts), 171/9/9 (Ac.0-14Gnts), 170/1/9 (Ac.3-01Gnts), 172/9 (Ac.7-26Gnts), 172/9/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts)

of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin code - 500014, form the original Pattadars, by virtue of registered documents which are clearly delineated hereunder:

TABLE-I

S. No.	Landowner	Seller (Predecessor in title)	Sale Deed Doc.No.	Sy.No.	Extent
1.	M/s. ECLUMINAR LLP (formerly known as M/s. Ecluminar Private Limited)	Dammagari Bakka Reddy & Dammagari Veera Reddy	3083/1979 Dt.05/12/1979	170/1/అ	Ac.3-39Gnts
2.		Bonguri Manikya Reddy & 4 others	3052/1980 Dt.08/04/1980	171/1/అ	Ac.0-14Gnts
3.		Bonguri Gopal Reddy & 4 others	1892/1983 Dt.31/03/1983	171/అ/అ	Ac.0-14Gnts
4.		Mohan Chandra Mathur, Rep by GPA holder V. Nageswar Rao	713/1980 Dt.29/01/1980	170/1/అ	Ac.3-01Gnts
				172/అ	Ac.7-26Gnts
5.		Ompugudem Malla Reddy	3084/1979 Dt.05/12/1979	172/అ/1	Ac.1-39Gnts
6.		Bharath Chandra Mathur, Rep by GPA holder V. Nageswar Rao	712/1980 Dt.29/01/1980	173	Ac.1-39Gnts
	174			Ac.2-03Gnts	
	175			Ac.3-07Gnts	
	176			Ac.4-24Gnts	
				TOTAL	Ac.29-06Gnts

Thereafter, the above said Landowner having right, title and possession in respect of Project Land, had in-turn, executed Registered Development Agreement-cum-Special Irrevocable General Power of Attorney (DAGPA/DSPA) in favour of the Promoter/Developer herein vide **Doc. No.6118 of 2022, Dt.21/04/2022**, registered on the file of **SRO-Medchal**, for development of the entire composite extent of Ac.29-06Gnts wherein the **actual physical extent of land available on ground after road widening is Ac.28-22.60Gnts** forming part of Survey Numbers 170/1/అ (Ac.3-39Gnts), 171/1/అ (Ac.0-14Gnts), 171/అ/అ (Ac.0-14Gnts), 170/1/అ (Ac.3-01Gnts), 172/అ (Ac.7-26Gnts), 172/అ/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts) of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin code – 500014 hereinafter be referred to as **“Project Land”**.

Thereafter, the Promoter/Developer herein had approached HMDA, and applied for building permission for the “Said Land” wherein the **actual physical extent of land available on ground after road widening is Ac.28-22.60Gnts** which was considered and after verification, HMDA was pleased to sanction Technical Approval No.001106/BP/HMDA/0232/MED/2023, Dt.26/06/2023. Thereafter, in accordance with the directions of HMDA, the Local Body, Dundigal Municipality, released the sanctioned building permits, in accordance with building rules and regulations, by collecting appropriate fees/charges, vide Building Permit No .001106/BP/HMDA/0232/MED/2023, Dt.26/06/2023 for the construction of Residential Apartments, Amenities Block No. 1 & 2 and Commercial Block Buildings in the consisting of 18 Blocks hereinafter be referred to as **“Project”** the details of which are as hereunder:

Sl. No	Proposed Blocks	Floor Details (In Sq. Meters)
1	BLOCK-A	2 Cellars + 1 Ground +27 upper floors
2	BLOCK-B	2 Cellars + 1 Ground +27 upper floors

3	BLOCK-C	2 Cellars + 1 Ground +27 upper floors
4	BLOCK-D	2 Cellars + 1 Ground +27 upper floors
5	BLOCK-E	2 Cellars + 1 Ground +27 upper floors
6	BLOCK-F	2 Cellars + 1 Ground +27 upper floors
7	BLOCK-G	2 Cellars + 1 Ground +27 upper floors
8	BLOCK-H	2 Cellars + 1 Ground +27 upper floors
9	BLOCK-I	2 Cellars + 1 Ground +27 upper floors
10	BLOCK-J	2 Cellars + 1 Ground +27 upper floors
11	BLOCK-K	2 Cellars + 1 Ground +27 upper floors
12	BLOCK-L	2 Cellars + 1 Ground +27 upper floors
13	BLOCK-M	2 Cellars + 1 Ground +27 upper floors
14	BLOCK-N	2 Cellars + 1 Ground +27 upper floors
15	BLOCK-O	2 Cellars + 1 Ground +27 upper floors
16	AMENITIES BLOCK - 1	2 Cellars + 1 Ground + 4 upper floors
17	AMENITIES BLOCK - 2	2 Cellars + 1 Ground
18	COMMERCIAL BUILDING	2 Cellars + 1 Ground + 3 upper floors

The Vendor/Promoter proposed to develop the **Residential Buildings/Blocks – ‘A’ to ‘O’** and **Amenities Blocks No. 1 & 2** and **Commercial Building/Block** in the land admeasuring as detailed in the below table:

PROPOSED LAND EXTENT	Equivalent to Area (in Acres-Guntas)	Equivalent to Area in Square Meters	Equivalent to Area in Square Yards	Hereinafter to be referred to as
Total Extent of land admeasuring	29-06	117965.13	141085.12	“Said Land”
Extent of Land effected for road widening	0-23.58	2385.86	2853.46	“Road Affected Land Area”
Total Extent of land admeasuring after effecting area for road widening	28-22.60	115579.27	138231.65	“Project Land”
Extend of Land Area for Residential Buildings/Blocks – ‘A’ to ‘O’ and Amenities Buildings/Blocks – 1 & 2 admeasuring	28-05.46	113845.19	136157.71	“Schedule-A Property” / Project – Aparna Synergy (Residential)
Extend of Land Area for Commercial Building/Block admeasuring	0-17.14	1734.08	2073.94	“Schedule-B Property” / Project – Aparna Synergy (Commercial)

Whereas, the Vendor/Land Owner having right, title and possession to the total land extent admeasuring **Ac.28-22.60Gnts** as mentioned in the above table situated at **Survey Numbers 170/1/ea (Ac.3-39Gnts), 171/1/ea (Ac.0-14Gnts), 171/ea/ea (Ac.0-14Gnts), 170/1/ea (Ac.3-01Gnts), 172/ea (Ac.7-26Gnts), 172/ea/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts) of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin Code – 500014, and with a motive to develop the said land had executed Registered Development Agreement – cum – Irrevocable Special Power of Attorney in favour of the Promoter/Developer herein vide Regd. Document No.6118 of 2022, Dt.21/04/2022 on the file of SRO-Medchal.**

The Promoter/Developer had accordingly floated a scheme to develop the multi storied apartments in the "Project Land" as mentioned in the above table consisting of **Blocks – 'A' to 'O'** and **Amenities Blocks – 1 & 2;** and **Commercial Block** more particularly described in the **Schedule-A & Schedule-B** annexed hereto and hereinafter referred to as **Schedule-A Property & Schedule-B Property** respectively.

- B. The Vendor/Land Owner and Promoter/Developer shall possess absolute ownership, rights and interests reserves its right either to sell or to let or lease or mortgage or nominate or assign to any third party or to do and/or act at its/their discretion with respect to the **Commercial Building** named and styled as **Aparna Synergy (Commercial)** as described more particularly in **Schedule-B** which shall be dealt as a separate entity by the Vendor/Land Owner and Promoter/Developer or its/their nominee at its/their discretion; and shall not form part of the Aparna Synergy (Residential) for all purposes though the approvals were obtained commonly from HMDA under single Technical Approval No .001106/BP/HMDA/0232/ MED/2023, Dt.26/06/2023.
- C. Pursuant to execution of the above said DSPA the Landowner and after obtaining necessary Approvals from HMDA, the Promoter/Developer herein have mutually allotted their respective Apartments fallen to their share as agreed by them in the above said DSPA by entering into a Registered Supplementary Deed Doc. No.' _____, Dt. _____ registered on the file of SRO- _____.
- D. The Promoter/Developer herein, by virtue of the rights and powers acquired by it under the above-mentioned registered DSPA and the consequential Supplementary Deed has got absolute right, title and possession in respect of "**Schedule-A Property**".
- E. The Vendor/Land Owner and Promoter/Developer is fully competent to enter into this Agreement and initiate all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the Said Land on which Project is to be constructed.
- F. The Hyderabad Metropolitan Development Authority granted the Permission for the construction vide **Technical Approval No. 001106/BP/HMDA/0232/MED/2023 dated 26th June, 2023**. The permission granted above is effective from the date of its issuance and further no certificate of commencement is required from commencement of construction.
- G. The Promoter/Developer has registered the Project under the Provisions of the Act with the **Telangana Real Estate Regulatory Authority at Hyderabad vide Registration No. _____**.
- H. The Promoter/Developer herein, by virtue of the above said registered Development Agreement & and consequential Supplementary Agreement mentioned above, had got absolute right, title and possession in respect of Apartment No. _____; Block- _____; Floor No. _____ with Saleable Built-up area admeasuring _____ Sq. Feet, forming part of '**Residential Apartments**', named and styled as "**APARNA SYNERGY (Residential)**", situated in Survey Numbers 170/1/1 (Ac.3-39Gnts), 171/1/1 (Ac.0-14Gnts), 171/1/2 (Ac.0-14Gnts), 170/1/3 (Ac.3-01Gnts), 172/1 (Ac.7-26Gnts), 172/1/1 (Ac.1-39Gnts), 173 (Ac.1-39Gnts), 174 (Ac.2-03Gnts), 175 (Ac.3-07Gnts) & 176 (Ac.4-24Gnts) of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin code - 500014, and the same is hereinafter referred to as "**SCHEDULE-C PROPERTY**", which is more clearly described in the '**Schedule – C**' appended to this Agreement.
- I. The Allottee(s)/Purchaser(s) had applied for an apartment in the Project and has been allotted **Apartment No. _____; in Floor No. _____ with Carpet area of _____ Sq. Feet, External Wall Area of _____ Sq. Feet, Balconies and Utility area of _____ Sq. Feet and Proportionate Common area of _____ Sq. Feet** **Totaling to saleable area of _____ Sq. Feet** along with **undivided share of land _____ Sq. Yards** together with _____ (_____) Car Parking slot(s), admeasuring **100 Sq. Feet for each Car Parking Slot approximately** (subject to tolerance +/- 3% on account of structural, design and construction variance) more particularly described in the **Schedule-C** annexed hereto and hereinafter referred to as "**Schedule-C Property**".

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Vendor/Land Owner and Promoter/Developer reserves the right to avail Construction Finance from any Bank/Financial Institution for Construction of the said Project. However, the Vendor/Land Owner and Promoter/Developer shall obtain and arrange a **"No Objection/Release of charge"** from such Funding Bank/Financial Institution up on submission of Letter of Sanction while availing his/her/their Housing Loan for the said **Schedule-C Property** by the Allottee(s)/Purchaser(s). The Vendor/Land Owner and Promoter/Developer hereby assures the Allottee(s)/Purchaser(s) that the Schedule-C Property shall be free from all encumbrances, prior agreements, mortgages, charges and liabilities etc. on submitting the "No Objection/Release of charge" from such Funding Bank/Financial Institution, in favour of the Promoter/Developer depicting the details of concerned Bank/Financial Institution wherein the Allottee(s)/Purchaser(s) has/have availed his/her/their housing loan. The Promoter/Developer assures to the Allottee(s)/Purchaser(s) that the Schedule-A Property will be free from all encumbrances once Promoter/Developer obtains certificate of **"No Objection/Release of Charge"** for all Apartments in the Project.
- L. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications etc. applicable to the Project;
- M. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee(s)/Purchaser(s) hereby agrees to purchase the Apartment as mentioned in Schedule-C Property.

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 Vendor/Land Owner and Promoter/Developer agrees to sell to the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) hereby agrees to purchase, the Schedule-C Property hereinafter called apartment.
- 1.2 The **"Total Price"** of the said Apartment under Schedule-C Property for the total saleable area is exclusive of Registration/Stamp Duty & Mutation Charges and inclusive of all other charges amounting to Rs. _____/- (Rupees _____ only). The break up and description of the **"Total Price"** excluding Registration/Stamp Duty & Mutation Charges; and including the Cost of Amenities and other Facilities as mentioned in **Schedule-E**, which are as follows:

Block No :	
Apartment No	
Type	
Floor	
Carpet Area	
External Walls Area (in Sq. Feet)	
Exclusive Verandah Area, Balcony & Utility Area (in Sq. feet)	
Proportionate share in common area	
TOTAL BUILT-UP AREA (IN SQ. FEET)	
RATE/CHARGE PER SQ. FOOT	

BASIC UNIT VALUE	
COST OF AMENITIES	
Gas Pipe Line Charges	50000/-
GROSS UNIT VALUE	
GST @ 5% as applicable (Subject to change from time to time)	
TOTAL - A	
Maintenance charges for 2 (Two) years @ Rs.96/- per Sq. ft. inclusive of GST @ 18%	/-
Corpus Fund payable / transferable to the Association	100000/-
Non Refundable Caution Deposit payable / transferable to the Association	25000/-
Refundable Caution Deposit payable to the Developer or nominee of the Developer	50000/-
Legal & Documentation Charges inclusive of GST @ 18%	29500/-
TOTAL - B	
TOTAL PRICE - A + B	

Explanation:

- (i) The **Total Price** above includes the booking amount paid by the Allottee(s)/Purchaser(s) to the Promoter/Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Developer by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee(s)/Purchaser(s) and the Project to the Association of Allottee(s)/Purchaser(s) or the Competent Authority, as the case may be, after obtaining the completion certificate, Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee(s)/Purchaser(s) to the Promoter/Developer shall be increased/ reduced based on such change/modification, but excludes the Registration / Stamp Duty Charges payable by the Allottee(s)/Purchaser(s) at the time of execution of Sale Deed and Agreement for Construction, as the case may be.

Provided that in case, there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s)/Purchaser(s) to the Promoter/Developer/ Developer shall be increased/reduced based on such change/modification/ amendment to the provision of the Act as the case may be;

Provided further if there is any increase in the taxes, after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority, as per the Act, the same shall not be charged from the Allottee(s)/Purchaser(s) provided that stamp duty, registration fee, mutation charges shall be paid by the Allottee(s)/ Purchaser(s) as per the actuals over and above the total price.

- (iii) The Vendor/Land Owner and Promoter/Developer shall periodically intimate in writing to the Allottee(s)/Purchaser(s), the amount payable as stated in (i) and (ii) above and the Allottee(s)/Purchaser(s) shall make payment demanded by the Vendor/Land Owner and Promoter/Developer within the time and in the manner specified therein. In addition, the Vendor/Land Owner and Promoter/Developer shall provide to the Allottee(s)/Purchaser(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of the Apartment includes recovery of price of land, construction of (Not only the apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and

firefighting equipment (as per law) in the common areas, common area maintenance charges for 2 (Two) years as per para 11 etc. and includes cost for providing all Amenities, and specifications under Schedule-E to be provided as per the agreement with in the apartment and the project; but shall not include the cost of the works, goods or services provided, over and above those agreed under this agreement and as per separate or independent agreements or orders or those mentioned in clause 8.2 (vii).

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s)/Purchaser(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/Land Owner and Promoter/Developer undertakes and agrees that while raising a demand on the Allottee(s)/Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Land Owner and Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s)/ Purchaser(s), which shall only be applicable on subsequent payments, subject to the terms of increase by competent authority.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project, as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s)/Purchaser(s).

- 1.4 Allottee(s)/Purchaser(s) shall make the payment as per the payment plan set out in Schedule-D ("Payment Plan").
- 1.5 The Vendor/Land Owner and Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s)/Purchaser(s) by discounting such early payments **@ 9% per annum, if the balance instalments of sale consideration would be paid in full; and 7.50% per annum, if the balance sale consideration would be paid partially for few instalments**, for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s)/Purchaser(s) by the Promoter/Developer.
- 1.6 It is agreed that the Vendor/Land Owner and Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and Amenities are described herein at Schedule-E hereto (which shall be in conformity with the advertisement, prospectus etc., on the basis of which, the sale is effected) in respect of the apartment without the previous written consent of the Allottee(s)/Purchaser(s) as per the provisions of the Act.

Provided that the Vendor/Land Owner and Promoter/Developer may make such minor additions or alterations as may be required by the Allottee(s)/Purchaser(s), or such minor changes or alterations as per the provisions of the Act on such terms as may be permitted/granted at the discretion of the Vendor/Developer or its nominee (APMS). The Vendor/Land Owner and Promoter/Developer shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of the Allottee(s)/Purchaser(s) shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements, as the case maybe) and upkeep of all the fixtures, equipment and machinery provided by the Vendor/Land Owner and Promoter/Developer, for which the Promoter/Developer shall not be liable after handing over.

- 1.7 Subject to Para 9.3 and execution of conveyance, the Vendor/Land Owner and Promoter/Developer agrees and acknowledges, the Allottee(s)/Purchaser(s) shall have the right to the Apartment as mentioned below:

(i) The Allottee(s)/Purchaser(s) shall have exclusive ownership of the apartment;

- (ii) The Allottee(s)/Purchaser(s) shall have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s)/Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s)/Purchaser(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the shall convey undivided proportionate title in the common areas to the association of Allottee(s)/Purchaser(s) after duly obtaining the completion certificate from the Competent Authority and only flat area will be conveyed to the Allottee(s)/Purchaser(s), as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, window, fire detection and the and firefighting equipment (as per law) in the common areas, maintenance charges as per 11 etc. and includes cost for providing all Amenities, and specifications to be provided as per the agreement with in the Apartment and the project but not those provided over and above mentioned in this agreement.
- (iv) The Allottee(s)/Purchaser(s) has the right to visit the project site to assess the extent of development of the project and his apartment, during visiting hours as fixed by the Promoter/Developer that too during weekends i.e., either on Saturday's or Sunday's only with prior appointment with respective representatives assigned for the said purposes. However, the Allottee(s)/Purchaser(s) shall not cause any obstruction or hindrance to the work being carried on in the Project during his/her/their visits. The Allottee(s)/Purchaser(s) are not allowed to visit the construction site/premises/project along with the children, considering their safety.

1.9 It is made clear by the Promoter/Developer to the Allottee(s)/Purchaser(s) and hereby agrees that all the Apartments in the project that are consisting of apartments with **2 BHK + 2 TOILET will be allotted with 1 (One) covered car parking slot; and 3 BHK + 2 TOILET, 3 BHK + 3 TOILET and 3 BHK + 3 TOILET + STUDY will be allotted with 2 (Two) covered car parking slot(s)** (i.e., the allotment of 2 car parking slot(s) would be either front & back or side by side and shall be treated as a single indivisible unit for all purposes. Without prejudice to the rights of the Promoter/Developer, the Promoter/Developer reserves the right to allot the car parking slot/s where such area is more specifically delineated i.e., either under the same block and/or adjacent block. The car parking slot(s) would be allotted to the Allottee(s)/Purchaser(s) on the basis of draw System by way of lucky dip (lottery) after completion of the Project by intimation of 15 days prior to the allotment process as mentioned herein. It is agreed by both the parties that the Promoter/Developer at its discretion, may allot the car parking slot(s) for Specially-abled customers at their request and reserves the right to do any such allotments without any prior intimation for which the Allottee(s)/Purchaser(s) hereby submits his/her/their No Objection in order to accommodating such allotment(s).

1.10 It is agreed that the Project is an independent, self-contained Project covering the Project Land as explained above under Schedule-A Property and is/are not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the Allottee(s)/Purchaser(s) and all the Amenities being provided in the project or with other phases of the Project (which are yet to be registered). It is clarified that Project's facilities and Amenities shall proportionately be shared with respective apartment based on the sizes of respective Apartment for all Residential Apartments; and that the Amenities, Facilities and Services made available for usage and utilization for the benefit and enjoyment of the Residential Apartment owners/residents only; and Commercial Block Owners or Tenants or the Entrants to the Commercial Building shall not have access to either entry or exit into the Aparna Synergy (Residential) and shall not have usage and utilization rights of Amenities or its facilities being provided for Aparna Synergy (Residential) and all such facilities and amenities are intended to be transferred/conveyed in the name of the Society/Association of Owners at the cost of the Society/Association of Residential Apartments. The Amenities and facilities being provided shall be for

exclusive usage and utilization for residents/owners of apartments in Aparna Synergy (Residential) and shall enjoy the benefits proportionately as the Member(s) of the Society/Association of Owners.

1.11 The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s)/Purchaser(s), which it has collected from the Allottee(s)/Purchaser(s), for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee(s)/Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s)/Purchaser(s), the Promoter/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.12 The Allottee(s)/Purchaser(s) has paid a sum of Rs. _____/- which includes Rs. _____/- (Rupees _____ only) towards installment and Rs. _____/- toward the GST payable as booking amount being part payment towards the Total price of the Apartment at the time of application the receipt of which the Vendor/Land Owner and Promoter/Developer hereby admits and acknowledges as per the details given below:

Date	Cheque No.	Bank	Branch	Amount	GST %	Amount in Rs.	Balance
TOTAL							

Further, the customer has agreed to pay the balance sale consideration of Rs. _____/- (Rupees _____ only) and other receivables as mentioned in **Schedule-D** given below.

1.13 The Allottee(s)/Purchaser(s) hereby agrees to pay the remaining/balance part of total price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within 15 days of intimation of the completion of the milestone/work progress of the said apartment; provided that if the Allottee(s)/Purchaser(s) delays the payment towards the installment which is payable as mentioned herein, he shall be liable to pay interest @ 1% per month for the delayed period. The Allottee(s)/Purchaser(s) shall issue post-dated cheques for all installments as per the Payment Plan given, irrespective of mode of funding i.e., self / bank finance. The Allottee(s)/Purchaser(s) unconditionally agrees to sign the disbursement forms of respective banks in advance along with the agreement and handover such papers to the Promoter/Developer enabling the Promoter/Developer to submit with respective banks for release of payments avoiding delay in releasing the installment amounts without any hindrance and the Promoter/Developer hereby undertake and confirm to the Allottee(s)/Purchaser(s) that the said disbursal form and the Demand Letter will be submitted with respective banks with prior intimation of at least 15 days from the date of attaining such milestone / landmark of construction progress.

1.14 The Post Dated Cheques will be used only in case the Allottee(s)/Purchaser(s) refuses to issue clearance to the bank to disburse installments, despite the Vendor/Land Owner and Promoter/Developer attaining/completing the given landmark/milestone. The post-dated cheques will be

returned to the Allottee(s)/Purchaser(s) once, the respective installment amount is released and the amount of such installment is credited to the account of Owner/Vendor/Land Owner and Promoter/Developer.

- 1.15 The Allottee(s)/Purchaser(s) is/are solely responsible for deduction of TDS @ 1% on each installment payable to the Owner/Vendor/Land Owner and Promoter/Developer. And shall also be responsible for submitting the TDS Challan to Promoter/Developer in order to issue credit notes / receipts in this regards. On request of the Allottee/ Purchaser the Promoter/Developer shall deduct and pay the TDS @1% on each installment to the Income Tax Department as per the provisions of Income Tax Act 1961. The Said TDS deductible / remittable shall be subject to change as per the provisions of the Income Tax Act, 1961.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Vendor/Land Owner and Promoter/Developer abiding by the construction milestones, the Allottee(s)/Purchaser(s) shall make all payments, on written demand by the Owner/Vendor/Land Owner and Promoter/Developer, within the stipulated time of 15 days from the date of intimation for completion of milestone / work progress as mentioned in the Payment Plan [Schedule-D] through A/c Payee cheque/demand draft /bankers cheque or online payment (as applicable) in favour of "APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED" payable at Hyderabad.

Provided always that any intimation, reminder by SMS/Message/E-mail to the registered phone number or e-mail address of the Allottee(s)/Purchaser(s) shall be sufficient to be considered as written demand for the installments payable by the Allottee(s)/Purchaser(s) to the Promoter/Developer.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee(s)/Purchaser(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s)/Purchaser(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Vendor/Land Owner and Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s)/Purchaser(s) shall keep the Promoter/Developer/ Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s)/Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s)/Purchaser(s) to intimate the same in writing to the Promoter/Developer - Developer/Owner immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Land Owner and Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s)/Purchaser(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Vendor/Land Owner and Promoter/Developer shall be issuing the payment receipts in favour of the Allottee(s)/Purchaser(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 In case the Allottee(s)/Purchaser(s) avails loan facility the Bank / Financial Institution, the Allottee(s)/Purchaser(s) shall irrevocably authorize Promoter/Developer to receive the loan proceeds from the bank, as per the installments payable which were clearly mentioned in Schedule-D. The Promoter/Developer shall without any further reference to the Allottee(s)/Purchaser(s) and appropriate same towards the amounts payable by the Allottee(s)/Purchaser(s) under this agreement. Allottee(s)/Purchaser(s) waives any right for written demand in this regard.
- 4.2 The Vendor/Land Owner and Promoter/Developer shall not have any concern with any arrangements made by the Allottee(s)/Purchaser(s) for payment of the price or installments. If the loan granted by the bank to the Allottee(s)/Purchaser(s) is withheld, recalled or otherwise not released, partly or fully, the Allottee(s)/Purchaser(s) shall make his own arrangements for payment of the installments within the stipulated time as per Schedule-D.
- 4.3 The Allottee(s)/Purchaser(s) authorizes the Vendor/Land Owner and Promoter/Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s)/Purchaser(s), against the Apartment if any, in his/her name and the Allottee(s)/Purchaser(s) undertakes not to object/demand/direct the Promoter/Developer - Developer / Owner to adjust his payments in any manner.

5. TIME IS ESSENCE

- 5.1 The Vendor/Land Owner and Promoter/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the association of the Allottee(s)/Purchaser(s) or the Competent Authority as the case. The Allottee(s)/Purchaser(s) shall also abide by the payment schedule in Schedule-D and is aware of the loss caused to the Vendor/Land Owner and Promoter/Developer and the Project, on account of default or delay in payment of installments as per Schedule-D. The Vendor/Land Owner and Promoter/Developer shall be entitled to cancel the allotment in case of default without prejudice to any other right including compensation and interest.
- 5.2 The Purchaser(s)/Allottee(s) whoever are buying/investing in multiple units within the project and/or buying/investing in multiple projects shall not delay the instalment amounts payable; and hereby undertake to pay/clear all the instalments payable based on completion of the milestones as indicated in the payment schedule most clearly explained in Schedule-D. Any such delays due to investment in multiple units/projects be treated as default on account of the Purchaser(s)/Allottee(s) and interest @ 1% per month shall be applicable for such deliberate/purposeful delays. The Developer reserves right to cancel such investments in multiple projects considered to be deliberate and/or purposeful delays. Any/all such delay in clearance of instalment amount payable shall be considered for cancellation with a prior notice of 15 days; and thereby cancellation charges shall be applied @ 10% of the Unit Value including Amenities wherever the developer finds to be that the delays are deliberate and/or purposeful. The cancellation of booking for such investments shall be initiated irrespective of acceptance from the Purchaser(s)/Allottee(s) and the balance amount, if any; after adjustment of cancellation charges as mentioned herein shall be refunded to the Purchaser(s)/Allottee(s) within 30 days from the date of such cancellation notice.

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee(s)/Purchaser(s) has seen, understood and accepted/agreed with the proposed/sanctioned/approved plan of the Project granted by the competent authority/as represented by the Owner/Vendor/Land Owner and Promoter/Developer; the Floor plan, specifications including Amenities as mentioned in Schedule-E, the Payment Schedule/Plan as mentioned in Schedule-D annexed along with this Agreement. The Vendor/Land Owner and Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, Amenities and other Facilities. Subject to the terms in this Agreement, the Vendor/Land Owner and Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities, FAR and density norms and provisions prescribed by the Master Plan

for the area, Zoning Regulations and Telangana Building Rules as amended from time to time and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor/Land Owner and Promoter/Developer shall constitute a material breach of the Agreement. The Allottee(s)/Purchaser(s) hereby undertakes to strictly abide by the bye-laws as mentioned in **Schedule-F** (subject to change) & **Dos and Don'ts** as mentioned in **Schedule-G** (subject to change),.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment:

The Vendor/Land Owner and Promoter/Developer agrees and understands that timely delivery of possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the association of Allottee(s)/Purchaser(s) or the competent authority, as the case may be, is the essence of the Agreement. The Owner/Vendor/Land Owner and Promoter/Developer, assures to handover possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas with all specifications as mentioned in Schedule-E including Amenities of the project to the Association of Allottee(s)/Purchaser(s). The project will be completed in Phased manner wherein **Phase-1** consisting of **Blocks – A, B, C, D, E, F, H & I** shall be completed on or before **30th September, 2027** with a **grace period of 6 months i.e., 31st March, 2028** and **Phase-2** consisting of **Blocks – G, J, K, L M, N & O** shall be completed on or before **31st March, 2028** with a **grace period of 6 months i.e., 30th September, 2028** including **Amenities** which shall be completed along with the **Phase-2 of the Project i.e., on or before 31st March, 2028 with a grace period of 6 months i.e., 30th September, 2028 and made available for usage from 1st October, 2028 onwards**; unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature or global economy or any court stay Government Order affecting the regular development of the real estate project ("Force Majeure"). However, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s)/Purchaser(s) agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the Contract to be implemented. The Allottee(s)/Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Vendor/Land Owner and Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Land Owner and Promoter/Developer shall refund to the Allottee(s)/Purchaser(s) the entire amount received by the Vendor/Land Owner and Promoter/Developer from the allotment within 90 days from that date. After refund of the money paid by the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s) agrees that he/ she shall not have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION

The Promoter/Developer upon obtaining the occupancy certificate from the competent authority shall offer in writing, the possession of the Apartment to the Allottee(s)/Purchaser(s) who has paid all the amounts in terms of this Agreement to be taken within or before two months from the date of issue of Occupancy Certificate. If the Allottee(s)/Purchaser(s) fails to take delivery within the time specified in the notice he shall be liable for payment of all ongoing charges including maintenance charges from the date of notice. The Promoter/Developer agrees and undertakes to indemnify the Allottee(s)/Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Promoter/Developer shall not be liable for any defect of deficiency occasioned on account of any act or omission on the part of the Allottee(s)/Purchaser(s), Association or any authority or third party on whom the Promoter/Developer has no control. The Allottee(s)/Purchaser(s), the association and its members including the Allottee(s)/Purchaser(s) shall comply with all the terms and conditions of the warranty issued by any supplier, manufacturer, dealer or other service provider and shall be liable to indemnity and keep the Promoter/Developer fully indemnity for any loss caused on account of any breach of such terms and conditions. The Allottee(s)/Purchaser(s) after taking possession, agrees to pay regularly the Interim

and/or Pre-paid Common Area Maintenance Charges as determined by the Promoter/Developer and/or Society/Association of Allottee(s)/Purchaser(s). The Promoter/Developer shall handover the possession of Apartment, as the case may be, to the Allottee(s)/Purchaser(s) at the time of conveyance of the same; subject to receipt of Occupancy Certificate from the Authority Concerned.

7.3 Failure of Allottee(s)/Purchaser(s) to take Possession of Apartment:

Upon receiving a written intimation from the Promoter/Developer as per para 7.2, the Allottee(s)/Purchaser(s) shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Developer shall give possession of the Apartment to the Allottee(s)/Purchaser(s). In case the Allottee(s)/Purchaser(s) fails to take possession within the time provided in para 7.2, such Allottee(s)/Purchaser(s) shall continue to be liable to pay interim and/or pre-paid maintenance charges, subscriptions/user charges for Amenities, and other charges and levies payable in respect of service connections provided including electricity, water supply etc., as specified in para 7.2.

7.4 Possession by the Allottee(s)/Purchaser(s):

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s)/Purchaser(s), it shall be the responsibility of the Promoter/Developer - to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s)/Purchaser(s) or the competent authority, as the case may be, as per the local laws.

7.5 Transfer rights by Allottee(s)/Purchaser(s)

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

7.5.2 Any Allottee(s)/Purchaser(s) who intends to transfer the apartment to an alternate Buyer(s) for his/her/their apartment in reference to the terms as mentioned in clause (7.5.1), such new Buyer(s) shall not be the customer registered in the database of the Promoter/Developer. The new Buyer(s) who intends to purchase the said apartment any time before the sale of 90% of the units in the project from the Allottee(s)/Purchaser(s) shall be allowed at its discretion by the Promoter/Developer to purchase the said apartment, on the pre-condition that the new Buyer(s) shall purchase said apartment at the "**Total Price**" as maybe prevailing on the date of transfer being offered by the Promoter/Developer. The said transfer is at the discretion of the Promoter/Developer and up on acceptance of the new Buyer(s) submitting his/her/their written request only; and accordingly the transfer will be initiated with necessary documentation as maybe prescribed by the Promoter/Developer. The advance amount paid by the existing Allottee(s)/Purchaser(s) under this booking application form will be refunded only after receiving full amount from the new Buyer(s)/Allottee(s)/Purchaser(s) as per the completion of work progress mentioned in the Cost Sheet provided or to be provided to the new purchaser(s)/buyer(s). However, the existing Allottee(s)/Purchaser(s) shall agree to pay an amount of **Rs.5,00,000/-** (Rupees Five Lakhs only) + GST as applicable towards transfer charges even after completion of 90% of sales and/or completion of the Project and/or obtaining Occupancy Certificate.

7.5.3 If the Allottee(s)/Purchaser(s) is/are opting for transfer of Apartment in reference to a third party before execution of Sale Deed, he/she/they shall pay an amount of **Rs.5,00,000/-** (Rupees Five Lakhs only) towards transfer chargers subject to acceptance and written consent by the Owner/Vendor/Land Owner and Promoter/Developer.

7.5.4 The Allottee(s)/Purchaser(s) agrees to pay an amount of **Rs.1,00,000/-** (Rupees Two Lakhs only) + GST + TDS remitted/paid to respective authorities which shall be adjusted/collected as transfer

charges towards the transfer of his/her/their rights or interests on the apartment within the family member/s i.e., Father, Mother, Son & Daughter (if not married). Transfer requests in the name of cousin, in-laws, friends and/or to any other/s shall be treated as transfer of rights and interests to other than family members; and such transfers shall attract **Rs.5,00,000/-** (Rupees Five Lakhs only) + GST + TDS remitted/paid to Government as transfer charges payable to the Developer as mentioned in clause 7.5.2.

7.5.5 If the Allottee(s)/Purchaser(s) is/are opting for transfer of apartment to a third party after execution of the registered Sale Deed in his favour the Purchaser(s) shall pay an amount of **Rs.50,000/-** towards transfer charges to the Promoter/Developer till the Association is formed and thereafter the said amount is payable to **SOCIETY/ASSOCIATION** and obtain No Objection Certificate / No Due Certificate from the Promoter/Developer and/or Association.

7.6 Change of Allotment by Allottee(s)/Purchaser(s)

The Purchaser(s)/Allottee(s) hereby agree(s) that the change of allotment will be allowed only within the Project from existing Block to the other Blocks of the Project at the discretion of the Developer, subject to the acceptance of the Purchaser(s)/Allottee(s) at the prevailing prices as maybe applicable from time to time on the date of his/her/their request for change of allotment. Any such Shifting/Change of Allotment shall be charged with Shifting Charges applicable @ Rs.200/- Per Sq. Feet for the allotment change requested.

Any request for change of allotment across Projects (i.e., from existing project to another project) are strictly not allowed irrespective of within and/or any of the Aparna's Group Company/ies. In any case, the Purchaser(s)/Allottee(s) intends/request for change of allotment the developer shall treat such request(s) as cancellation of booking and thereby the developer at its discretion may accept such change of allotment subject to cancellation charges @ 10% on the Unit Value including Amenities on the existing booking; and at the request of the Purchaser(s)/Allottee(s) transfer the balance amount, if any; to the account of newly booked unit of the Purchaser(s)/Allottee(s) and/or initiate refund to the Purchaser(s)/Allottee(s).

7.7 Cancellation by Allottee(s)/Purchaser(s)

The Allottee(s)/Purchaser(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s)/Purchaser(s) proposes to cancel/withdraw from the project without any fault of the Owner/Vendor/Land Owner and Promoter/Developer, the Vendor/Land Owner and Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s)/Purchaser(s) shall be returned by the Vendor/Land Owner and Promoter/Developer to the Allottee(s)/Purchaser(s) within three months of such cancellation or at the time the Vendor/Land Owner and Promoter/Developer is able to resell the said apartment to another purchaser whichever is later.

7.7 Compensation:

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

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or is unable to give possession of the Apartment

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1;
- or

- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any such other reason; the Promoter/Developer shall be liable, on demand to the Allottee(s)/Purchaser(s), in case the Allottee(s)/Purchaser(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate @ the highest marginal cost of lending rate of State Bank of India plus 2%.

In case the Marginal Cost of Lending Rate of State Bank of India is not in use, it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public, including compensation in the manner as provided under the Act within ninety days of its becoming due. Provided that where if the Allottee(s)/Purchaser(s) does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee(s)/Purchaser(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Allottee(s)/Purchaser(s) within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER

8.1 The Vendor/Land Owner and Promoter/Developer hereby represents and warrants to the Allottee(s)/Purchaser(s) as follows:

- (i) The Vendor/Land Owner and Promoter/Developer have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, juridical and legal possession of the said Land for the Project;
- (ii) The Vendor/Land Owner and Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (iii) There are no encumbrances upon the said Land or the Project, except the security given to the project finance.
- (iv) There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer - Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Vendor/Land Owner and Promoter/Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s)/Purchaser(s) created herein, may prejudicially be affected;
- (vii) The Vendor/Land Owner and Promoter/Developer have the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s)/Purchaser(s) created herein, may prejudicially be affected;
- (viii) The Vendor/Land Owner and Promoter/Developer has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s)/Purchaser(s) under this agreement;
- (ix) The Vendor/Land Owner and Promoter/Developer confirms that the Vendor/Land Owner and Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment which will any manner, affect the rights of Allottee(s)/Purchaser(s) under this Agreement;

- (x) At the time of execution of the conveyance deed the Vendor/Land Owner and Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the Association of the Allottee(s)/Purchaser(s) or the Competent Authority as the case may be;
 - (xi) The Vendor/Land Owner and Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, along with common areas(equipped with all the specifications, Amenities) has been handed over to the Allottee(s)/Purchaser(s) and the association of the Allottee(s)/Purchaser(s) or the competent authority, as the case may be;
 - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer in respect of the said Land and /or the Project except those disclosed in the title report.
- 8.2. The Allottee(s)/Purchaser(s)/s or his transferee/s himself/themselves (with intention to bring all persons into whosoever hands the Apartment may come), hereby covenants with the Promoter/Developer and hereby agrees to abide by the rules and regulation framed under Do's and Don'ts annexed under Schedule-F and further covenants as follows:
- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulation or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required and not to convert or misuse or impair or deface any common area or amenity or equipment.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the Staircases, Flooring, Ceiling, common passages and/or any other structure of the building in which the Apartment is situated, and in case of any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee(s)/Purchaser(s) in this behalf, the Allottee(s)/Purchaser(s) shall be liable for the consequences of the breach.
 - iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in same condition, state and order in which it was delivered by the Promoter/Developer to the Allottee(s)/Purchaser(s) and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulation and byelaws of the concerned local authority or other public authority. In the event of the Allottee(s)/Purchaser(s) committing any act in contravention of the above provision, the Allottee(s)/Purchaser(s) shall be responsible for the consequences thereof to the concerned local authority or any other public authority.
 - iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair condition, and in particular,

so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/Land Owner and Promoter/Developer and /or the Association or the Limited Company.

Not to make any additions or alterations or any new construction of any nature whatsoever contrary to the structural designs of the plan for their Apartment and shall not change the architectural elevations of the Apartment and not permitted to alter the exterior colour of their Apartment. If at all the Purchaser(s) wishes to make any internal additions or alterations, they have to obtain prior written consent of the Promoter/Developer or its nominees and/or society, the decision of permitting/granting of such internal changes are absolutely at the discretion of Promoter/Developer or its nominees and/or society, which shall be final and binding on any/all the Allottee(s)/Purchaser(s). No alterations to the exteriors or fixing of grills/ mesh or any other fixtures, which affect the elevation of the building shall be permitted. Any changes to elevation, alteration to external walls, main doors, balconies etc., of the apartment including changing of the original colour scheme, dado tiling work, cladding work by stone, wood, POP or any other materials, beautification with ornamental relief art work (relieve or 3 dimensional art work) etc., on balcony walls and ceiling, are strictly prohibited. Any renovation/customization works shall be strictly limited within the Apartment only, subject to obtaining prior written / email permissions from respective team of the Promoter/Developer subject to Terms & Conditions. Structural changes such as breaking, core cutting, heavy drilling, chipping, chiseling etc., of the ceiling, shear walls, flooring (including replacement of tiles, laying/pasting new/custom tiles upon original/existing flooring or any other type of modification to the flooring laid by the builder, etc.), and of the original water proofing (especially inside the toilets & utility areas e.g. installing bathtub/extra sink), are strictly not allowed. Any modifications around the Main Door such as ornamental wood work, pasting of wall paper, relief art work as mentioned above, safety grills, etc. are strictly not allowed and shall neither be attempted nor will be permitted. Consequences of any such violations committed in this regard will be severe and the entire cost of restoration to original design shall be completely borne by the purchaser besides the penalties levied. Neither Aparna nor its appointed agency or Society shall bear any responsibility for any losses/damages/disturbances caused in this regard.

Purchaser(s) are to obtain either a proper endorsement on a request letter listing out the intended modifications or an email confirmation from an authorized person/representative of the Developer Company to carry out any kind of customizations within the Apartment e.g. redoing of dado, breaking walls, modification of electrical wiring, fixing extra power sockets, any modifications to toilets (especially plumbing/CP Sanitary fittings & waterproofing), etc. Any unauthorized modifications carried out without proper endorsement/permission or by quoting verbal permissions obtained from Sales and/or Customer Care Teams when intervened by the Officials of Developer Company or its nominee will be considered and treated as 'violations' and further works in the apartment will be stopped immediately until restored to original colour & design as provided by the developer. All such unauthorized modifications if carried out are absolutely at Purchaser(s) Risk and neither the Developer Company nor its nominee shall stands responsibility for:

- (a) any kind of damages, losses, disturbances, inconveniences caused due to intervention and stoppage of interior works by the Promoter/Developer or its nominee (APMS);
- (b) any seepages or leakages caused inside the apartment and/or in the common areas by unauthorized tampering of waterproofing/plumbing works including those done by Purchaser(s) of neighboring Apartments above or below of respective apartment.

Consequences of any such violations committed in this regard will be severe and the entire cost of restoration to original design shall be completely be borne by the Purchaser(s) besides the

penalties levied. Neither the Developer Company nor its appointed agency or Society shall bear any responsibility for any/all such losses/damages/disturbances caused.

The Purchaser(s) shall install the air conditioners only at the space earmarked/specified by the Developer /Promoter/Developer, Window air conditioners are not allowed to be fixed in any external areas like corridors etc., without the prior written consent of the Promoter/Developer/society. The Purchasers shall not install any telephone, air-conditioner, any antenna or other appliances or devices or structures except in the manner provided as per the designs made by the consultants or permitted in writing by the Promoter/Developer/society.

- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoter/Developer within fifteen days of demand by the Promoter/Developer, his share of security deposit demanded by the concerned local authority and/or Government and /or other public authority, for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority or Government and /other public authority on account of change of user of Apartment by the Allottee(s)/Purchaser(s) for any purposes other than for purpose for which it is sold; and also agrees to pay the Property Tax payable from the date of Registration irrespective of whether or not occupancy certificate obtained from the competent authority and/or the acceptance of the handover/possession of apartment from the Promoter/Developer.
- ix. The Allottee(s)/Purchaser(s) shall observe and perform all the rules and regulation which the Association or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time or protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s)/Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Association/Limited Company/Apex Body/Federation/ Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually toward the taxes, expenses or other out goings in accordance with the terms of this Agreement.
- 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 and as long as the Promoter/Developer responsible for the Defect Liability Period under RERA, the Allottee(s)/Purchaser(s) or the Society/Association of Allottee(s)/Purchaser(s) under any circumstances shall permit the Promoter/Developer and their surveyors and agents, representatives, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Vendor/Land Owner and Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee(s)/Purchaser(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, Amenities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- (ii) Discontinuance of the Vendor/Land Owner and Promoter/Developer business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Vendor/Land Owner and Promoter/Developer as demanded by the Owner/Vendor/Land Owner and Promoter/Developer. If the Allottee(s)/Purchaser(s) stops making payments, the Vendor/Land Owner and Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s)/Purchaser(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee(s)/Purchaser(s) shall have the option of terminating the Agreement in which case the Vendor/Land Owner and Promoter/Developer shall be liable to refund the entire money paid by the Allottee(s)/Purchaser(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within Ninety Days of receiving the termination notice:

Provided that where an Allottee(s)/Purchaser(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, 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/Developer to the Allottee(s)/Purchaser(s) within ninety days of it becoming due.

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

- (i) In case the Allottee(s)/Purchaser(s) fails to make payments for two consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s)/Purchaser(s) shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribe in the Rules.
- (ii) In case of Default by Allottee(s)/Purchaser(s) under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee(s)/Purchaser(s) and refund the amount money paid to him by the Allottee(s)/Purchaser(s) by deducting the booking amount i.e. 10% on total cost of the apartment (including cost of Amenities) and the interest liabilities, + Service Tax / GST paid to the Government + Interest accrued during the non-payment of Installments as per the Payment Plan and this Agreement shall thereupon stand terminated. Provided that the Promoter/Developer shall intimate the Allottee(s)/Purchaser(s) about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter/Developer within a period of ninety days after termination or the date on which the Promoter/Developer is able to resell the Apartment to another Allottee(s)/Purchaser(s), whichever is later.

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

10. CONVEYANCE OF THE SAID APARTMENT

- a) The Promoter/Developer, on receipt of Total Price of the Apartment/Sale as per para 1.2 read along with the Payment Schedule under Schedule-D under this Agreement from the Allottee(s)/Purchaser(s), shall execute a conveyance deed and convey the title of the Apartment as the case may be to the Allottee(s)/Purchaser(s) and the Common Areas to the Association within 3 (Three) months from the date of issuance of the occupancy certificate by the Competent Authority. However, in case the Allottee(s)/Purchaser(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s)/Purchaser(s) authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee(s)/Purchaser(s). In any case, if the Allottee(s)/Purchaser(s) do not respond or come forward to register the property within 3 months from the date of intimation of issuance of Occupancy Certificate by the competent authority in his/her/their name(s), the Promoter/Developer reserves the right to cancel this Agreement of sale with a prior notice of 15 days and may at its discretion may allot the Schedule-C Property to a third party and the Allottee(s)/Purchaser(s) hereby submit their no objection for cancellation of this agreement of sale without any demur or whatsoever and accept the refund of entire amount paid after deduction of cancellation charges @ 10% of the Unit Value including Amenities and without any interest or compensation in any manner whatsoever.
- b) The Promoter/Developer has also obtained permission for constructing **Commercial Building** with a Built-up area of **32,896.98 Sq. Feet** in the land admeasuring **1734.08 Sq. Meters** (equivalent to **2073.94 Sq. Yards** equivalent to **Ac-0-17.14Gnts.**) as delineated in the sanctioned plan approved by HMDA and more particularly described in the **Schedule-B**. However, the usage of which shall be allowed for the general public including the members of the Aparna Synergy (Residential).
- c) The said **Commercial Building** shall be the property/ies of the Vendors/Landowners and Promoter/Developer and will remain and continue to be the property/ies of the Vendors/Landowners and Promoter/Developer or its nominee even after handing over of the Community consisting the **3345 Units** (either partially or in full) in **Blocks – 'A' to 'O'** and **Amenities Blocks 1 & 2** to the Society/Association. The said Commercial Building shall not form part of the Aparna Synergy (Residential) for all purposes though the approvals were obtained commonly from HMDA under single **Technical Approval No .001106/BP/ HMDA/0232/ MED/2023, Dt.26/06/2023**. The Vendor/Land Owner and Promoter/Developer.
- d) The Vendor/Land Owner and Promoter/Developer shall possess absolute ownership, rights and interests reserves its right either to sell or to let or lease or mortgage or nominate or assign to any third party or to do and/or act at its/their discretion with respect to the **Commercial Building** named and styled as **Aparna Synergy (Commercial)** as described more particularly in **Schedule-B**.
- e) The entrants (general public) for usage to the said **Commercial Block** shall not have access and are not permitted to enter into the Residential Zone/Premises unless otherwise, such entrant(s) is/are the member(s) of the society/association. The Developer/Promoter or its nominee or the occupant/tenant shall provide and ensure a separate Security and access to the Parking as provided under their share to the entrant(s) / user(s) of the **Commercial Block/Building**.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter/Developer reserves the right to maintain the common areas of the community for initial 2 (Two) years from the date of commencement of pre-paid maintenance. The commencement date will be notified either by the company or its nominee (i.e., APMS) at an appropriate time. The purchaser hereby agrees to pay an amount of **Rs.96/- per Sq. feet plus GST** for the saleable area as maintenance charges for maintenance of common areas for the initial period of 2 (Two) years (payable on demand made by the developer, normally '3' months before handing over). During the execution of interiors, the Allottee(s)/Purchaser(s) hereby agree/s to pay the fixed one time charges towards clearance of **Debris @ Rs.5,000/-, Fixed Water Charges of Rs.500/- per month and Fixed Electricity charges @ Rs.5,000/- per month** are applicable till the electricity meters are installed in the Apartment; thereafter the charges would be applicable as per consumption based on the meter reading for both Water & Electricity from the date of Installation and such charges are payable either to the Developer or the nominee of the Developer i.e., **Aparna Property Management Services Private Limited (APMS)**, which will be intimated separately during Handover of Apartment. The Allottee(s)/Purchaser(s) also agrees to pay **Rs. 3/- per Sq. feet plus GST** of the saleable area per month, on monthly basis towards **Interim maintenance charges** payable towards Maintenance of common areas and utilities after completion of Interior works within 90 days with a grace period of 30 days from the date of handover of the apartment, till the commencement of pre-paid maintenance for 2 (Two) years. This interim maintenance charges shall be applicable and payable by the Allottee(s)/Purchaser(s) irrespective of completion of interior works/occupancy after 120 days from the date of handover of apartment as mentioned herein. All these payments shall be made either in the name of developer or its nominee. The Interim Maintenance as mentioned above shall cease from the date of commencement of Pre-paid maintenance for 2 (Two) years by the Promoter/Developer or its nominee.

The Allottee(s)/Purchaser(s) shall pay **Rs.1,00,000/-** towards Corpus Fund; **Rs.50,000/-** towards gas-pipeline charges; and **Rs.25,000/-** plus GST @ 18% as applicable towards Legal and Document Chargers. The Allottee(s)/Purchaser(s) shall also contribute **Rs.25,000/-** towards Non-refundable Caution Deposit; and **Rs.50,000/-** towards Refundable Caution Deposit. All these amounts as mentioned herein shall be paid by the Allottee(s)/Purchaser(s) before the Handover of Apartment either for Interiors or for the purpose of Occupancy.

The Refundable Caution deposit shall be refunded to the Allottee(s)/Purchaser(s) after due deduction of the charges towards Fixed Debris Charges, Water Charge, Electricity Charges and other charges including damages to the premises, if any; during interiors period, as the case may be. However, the Promoter/Developer or its nominee reserves the right to fix the above charges from time to time; and is/are entitled to collect the Charges towards Electricity, Water, Interim Maintenance, User charges towards usage of Amenities provided and/or any other charges applicable as the case may be till the date of completion of Common Area Maintenance period of 2 (Two) years including the Interim Maintenance. The Promoter/Developer or its nominee shall however intimate the date of commencement of 2 (Two) years Common Area Maintenance to respective Purchaser(s).

SCOPE OF PRE-PAID MAINTENANCE (subject to change):

1. Security Services.
2. Housekeeping and upkeep of all Common Areas (club house excluded).
3. Daily Collection and Disposal of Garbage
4. Supply & Distribution of Water. Cost of water consumed by residents is payable as per meters (or equally in the absence/failure of water meters) by the residents on monthly basis.
5. Attending to Plumbing complaints.
6. Attending to Electrical complaints.
7. Operation and Maintenance of Prepaid Reticulated Gas (LPG) supply system / In case of LNG, O&M of the system will be done by the Service Provider.
8. Operation and Maintenance of Prepaid Electricity supply system with SMS gateway software.
9. Lighting of Common Areas.
10. Maintenance of Landscape.
11. Operation and Maintenance of Water Softening Plant.
12. Operation and Maintenance of Sewerage Treatment Plant.

13. Operation and Maintenance of DG Sets. Expenses for Diesel for the DG Power units consumed in apartments is to be borne by the Individual Residents and Common Area consumption to be borne by residents as per saleable area.
14. Operation and Maintenance of lifts.
15. Operation and Maintenance of Electrical Transformers, Switchgear Panels, MV Panels, VCBs, ACBs, Earth Pits and Common supply Panels, Lighting Panels and Cable Network.
16. Operation and Maintenance of Lightning Arresters and Aviation Lamps.
17. Operation and Maintenance of Solar Fencing.
18. Operation and Maintenance of Solar Power panels.
19. Operation and Maintenance of CCTV systems.
20. Operation and Maintenance of Fire-fighting system.
21. Operation and Maintenance of Fire Alarm, PA system.
22. Operation and Maintenance of water bodies and fountains.
23. Operation and Maintenance of Carbon Emission Exhaust System.
24. Maintenance of rainwater harvesting pits.
25. Operation and Maintenance of Intercom system (Instruments excluded).
26. Operation and Maintenance of Boom Barriers.
27. Rodent and Pest Control including fogging in Common Areas.
28. Subscription to Helpdesk and Security management Software portals.
29. Common area electricity charges are not covered and out of the scope of prepaid maintenance which were to be paid by the Allottee(s)/Purchaser(s)/Owner(s)/Member(s) on saleable area on monthly basis directly to the Developer or its Nominee similar to maintenance charges
30. The cost of maintenance of clubhouse is not within the scope of prepaid maintenance charges. But the clubhouse shall be maintained / managed by APMS on behalf of the owners with usage charges payable by the users. The tariff of usage charges will be notified at an appropriate time when the club will be ready. Timings of the clubhouse shall be from 06:00 am to 09:00 pm subject to weekly off / holidays.

Note: Maintenance Service provider is not responsible for any failure/disruption of services like electric power, water supply and garbage collection attributable to TSSPDCL, HMWSSB and HMDA/GHMC or by any other Government, municipal and/or local authorities.

The above scope of maintenance is subject to "Force Majeure" as detailed below:

"It is agreed between the parties hereto that failure or omission to carry out or observe any of the stipulations or conditions of the "Scope of Maintenance" mentioned herein above shall not give rise to any claim against the Promoter/Developer or the Service Provider appointed by the Promoter/Developer or its Nominee and the Allottee(s)/Purchaser(s) or Association/Society of Allottee(s)/Purchaser(s) by each other or be deemed as a breach of the Scope of Maintenance herein. If the same arises from any of the following events under Force Majeure viz., acts of God such as Flooding, Earthquake, Tsunami, Cyclones etc., any Order or Decree of any Court or Governmental/Statutory authority, insurrection, declared War, Epidemic, Pandemic, Pestilence, Riots, Curfews, Strikes etc., Promoter/Developer or the Service Provider appointed by the Promoter/Developer and the Allottee(s)/Purchaser(s) or Association/Society of Allottee(s)/Purchaser(s) will not be responsible for any failure to fulfill any of the terms and conditions of this Agreement if such non-fulfillments have been delayed, hindered or prevented by any circumstances whatsoever beyond the control of Promoter/Developer or the Service Provider appointed by the Promoter/Developer and the Allottee(s)/Purchaser(s) or Association/Society of Allottee(s)/Purchaser(s) wherein skeletal services will be provided with limited manpower.

The Apartment Owners shall have to pay monthly subscriptions / user charges for usage of various facilities to be provided under Amenities by the Society/Association. The Promoter/Developer reserves the right to decide the monthly subscriptions / user charges and intimate the same at the time of commencement of operations Amenities or the commencement of Interim Maintenance or Prepaid Common Area Maintenance for a period of 2 (Two) years whichever is earlier.

It is agreed by and between the parties that the Deposits collected by the Promoter/Developer towards Corpus Fund and Non-refundable Caution Deposits from each Allottee(s)/Purchaser(s) before the handing over of the apartment will be invested under monthly rests either as a Fixed Deposit and/or in a Mutual Fund, at the discretion of the Promoter/Developer. Whatever may be the realization over such deposits will be transferred to the Society / Association either on termination of Common Area Maintenance Period of 2 (Two) years or up on formation of the Society whichever is later at the discretion of Promoter/Developer or shall be transferred within 3 months after receipt of request from the society/association. No further interest shall be paid on those deposits to the Society / Association or no further claims shall be accepted/entertained. Till such time of handover of funds in the name of the society/association, the Promoter/Developer shall act as custodian for the funds collected from the Allottee(s)/Purchaser(s). Any Tax impact on the Developer/Promoter on account of the above arrangement will be borne by the association).

The Promoter/Developer or its nominee is entitled and reserves the right at its discretion to appoint various service providers for the given Amenities including the duration of such contracts, in the interest of the community. The Allottee(s)/Purchaser(s) hereby agree/s to abide by the bye-laws of the society/ Association and shall be liable for all such rules and regulations mentioned in the bye-laws and shall support all such amendments to the bye-laws from time to time.

All infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical, or electronic equipment, WSP, STP, etc. shall always be covered by appropriate annual maintenance agreements and insurance agreements with authorized service providers and the cost of such AMC and insurance coverage if required, shall be part of the maintenance charges payable by the Occupants. The Promoter/Developer shall be treated as occupant for unsold Apartment(s) till such time all such Apartment(s) is/are sold and handed over to the prospective Allottee(s)/Purchaser(s) and the Association and all its members including existing and prospective Allottee(s)/Purchaser(s)/Buyer(s) shall be abide by such agreements.

The Promoter/Developer shall be responsible to provide and maintain essential services in the Project prior to the commencement of 2 (Two) years common area maintenance period and the cost of such maintenance shall be borne by the Allottee(s)/Purchaser(s), proportionate to the apartments in their respective occupation or as decided by the Promoter/Developer or its nominee. After expiry of 2 (Two) years maintenance period the Promoter/Developer shall handover maintenance of essential services to the Association/Society. The Amenities and service connections like water, and sewerage supply, which are common to the entire Project which shall be jointly maintained by the Promoter/Developer till the entire Project is completed. The Amenities and its services shall be subject to user charges as may be fixed by the Promoter/Developer or its nominee, till such time it is maintained by the Promoter/Developer or its nominee; and thereafter the said user charges as may be fixed by the management committee and/or the service provider as the case may be, from time to time.

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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (five) years by the Allottee(s)/Purchaser(s) from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee(s)/Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2. Notwithstanding anything contained in the above clause, the Promoter/Developer shall not be liable in following cases:
 - a. Equipment's (lifts, generator, motors, STP, transformers, gym equipment etc which carry manufacturer's guarantees for a limited period. The Promoter/Developer shall transfer manufacturers' guarantees/warranties to the Allottee(s)/ Purchaser(s) or association of