

Allottee(s)/Purchaser(s) as the case may be. Thereafter, the association/society shall take annual maintenance contract with the suppliers.

- b. Fittings related to plumbing, sanitary, electrical, hardware etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc., which are subject to wear and tear.
- e. Any branded inputs or fixtures or services of any third party or those mentioned in the schedule D/annexure as per clause 1.6.

12.3. The Allottee(s)/Purchaser(s) shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Allottee(s)/Purchaser(s) or its assigns shall maintain the services and Amenities in good condition and covered with proper AMC and insurance. The obligation of the Promoter/Developer Developers shall always be subject to proper maintenance and upkeep of the apartments/services and Amenities by the Allottee(s)/Purchaser(s) or the association of the Allottee(s)/Purchaser(s) as the case may be.

12.4 The Allottee(s)/Purchaser(s) hereby understand and agrees that the thin airline cracks shall not be portrayed and are rendered to be as defect in workmanship or defect in construction. Further the Allottee(s)/Purchaser(s) understands and agrees that the Glasses fixed to the windows shall consist of few scratches on it due to handling and fixing, which shall not be depicted/portrayed and are rendered to be as defective glasses. However, depending on the seriousness of the defects the Promoter/Developer shall initiate necessary steps to rectify such issues to the satisfaction of the Allottee(s)/Purchaser(s).

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the APARNA SYNERGY shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s)/Purchaser(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s)/Purchaser(s) formed by the Allottee(s)/Purchaser(s) for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

15.1 Subject to Clause 12 above, the Allottee(s)/Purchaser(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee(s)/Purchaser(s) further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of

the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s)/Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design and shall not make any fixtures or boards which may deface the exteriors. Further the Allottee(s)/Purchaser(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s)/Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.

- 15.3. The Allottee(s)/Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical Systems installed by the Promoter/Developer and thereafter the association of Allottee(s)/Purchaser(s) and/or maintenance agency appointed by association of Allottee(s)/Purchaser(s). The Allottee(s)/Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

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

17. ADDITIONAL CONSTRUCTIONS

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

18. MORTGAGE OR CHARGE

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

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

The Vendor/Land Owner and Promoter/Developer shall take the following steps to enable formation of an Association of Allottee(s)/Purchaser(s) under section 11(4) (e) of the Act:-

- a). With respect to a real estate project, the Vendor/Land Owner and Promoter/Developer shall submit an application to the Registrar of Registration of Association of Allottee(s)/Purchaser(s) as a society/ Association under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana) or any applicable law from time to time, within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty percent of the total Allottee(s)/Purchaser(s) in such a project have taken possession and the Promoter/Developer has received the full consideration from such Allottee(s)/Purchaser(s). All the Allottee(s)/ Purchaser(s) on payment of full consideration shall become members of such Association of Allottees formed by the Owner/Vendor/Land Owner and Promoter/Developer. The association shall be registered with byelaws as set out in schedule G hereto.
- b). If the Vendor/Land Owner and Promoter/Developer fails to form the Association of Allottee(s)/ Purchaser(s), the Authority shall by an order direct the Vendor/Land Owner and Promoter/Developer to apply for formation of such association or may authorize the Allottee(s)/ Purchaser(s) to apply for formation of the said Association.

- c). Notwithstanding any other rule, after conveying title to the Association of Allottee(s)/Purchaser(s) under Section 17, the Vendor/Land Owner and Promoter/Developer shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee(s)/Purchaser(s) without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s)/Purchaser(s) by the Vendor/Land Owner and Promoter/Developer does not create a binding obligation on the part of the Vendor/Land Owner and Promoter/Developer or the Allottee(s)/Purchaser(s) until, firstly, the Allottee(s)/Purchaser(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s)/Purchaser(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Owner/Vendor/Land Owner and Promoter/Developer. If the Allottee(s)/Purchaser(s) fails to execute and deliver to the Vendor/Land Owner and Promoter/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s)/Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Vendor/Land Owner and Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee(s)/Purchaser(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s)/Purchaser(s), application of the Allottee(s)/Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee(s)/Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee(s)/Purchaser(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be.

22. RIGHT TO AMEND

This Promoter/Developer reserves right to amend this Agreement at its discretion as the case may be in the interest of the Community and the Layout without any further notice to the Allottee(s)/Purchaser(s).

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/PURCHASER(S)/SUBSEQUENT ALLOTTEE(S)/PURCHASER(S)

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

24. WAIVER NOT A LIMITATION TO ENFORCE

- 24.1 The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, condone the delay by the Allottee(s)/Purchaser(s) in making payments as per the Payment Plan [Annexure C] or waive or reduce interest for delayed payment. It is made clear and so agreed by the Allottee(s)/Purchaser(s) that exercise of discretion by the Vendor/Land Owner and Promoter/Developer in the case of one Allottee(s)/Purchaser(s) shall not be construed to be a precedent and /or binding on the Vendor/Land Owner and Promoter/Developer to exercise such discretion in the case of other Allottee(s)/Purchaser(s) or waiver of any rights of the Vendor/Land Owner and Promoter/Developer in respect of future defaults or delays or any other breach or violation of the terms of this agreement by the Allottee(s)/Purchaser(s).

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee(s)/Purchaser(s), in Hyderabad after the Agreement is duly executed by the Allottee(s)/Purchaser(s) and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar, if required at the cost of the Allottee(s)/Purchaser(s) / Allottee(s)/Purchaser(s). Hence this Agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES

That all notices to be served on the Allottee(s)/Purchaser(s) and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)/Purchaser(s) or the Promoter/Developer by Registered Post at their respective addresses or by e-mail address as specified below:

Name of the Party	Addresses of the Party	Contact Details
Name of the Allottee(s) / Purchaser(s)		

Name of the Allottee(s) / Purchaser(s)		
Name of Promoter / Developer	APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED Represented by its Authorized Signatory Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam O/o. # D.No.6-3-352/2&3, 802, Astral Heights, Road No.1, Banjara Hills, Hyderabad Aadhaar No. 8768 7464 6901	

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

30. JOINT ALLOTTEE(S)/PURCHASER(S)

That in case there are Joint Allottee(s)/Purchaser(s) all communications shall be sent by the Promoter/Developer to the Allottee(s)/Purchaser(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s)/Purchaser(s).

31. SAVINGS

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee(s)/Purchaser(s): (including joint buyers)

S. No	Name Of the Allottee(s)/Purchaser(s)	Signature of the Allottee(s)/Purchaser(s)	Photos of the Allottee(s)/Purchaser(s)
1			
2			

At Hyderabad on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Name of the Person	Signature of the Authorized Signatory	Photos of the Authorized Signatory
APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED a Represented by its Authorized Signatory Sri. B.V.S.R. KRISHNA S/o. Late Sri B.V. Subrahmanyam (AADHAR No. 8878 7464 6901)		

WITNESSES:

SL. NO.	NAME	AGE	ADDRESS	OCCUPATION	SIGNATURE
1			O/o. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED 802, Astral Heights, 6-3-352/2 & 3, Road No.1, Banjara Hills, Hyderabad -34	Private Service	
2			O/o. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED 802, Astral Heights, 6-3-352/2 & 3, Road No.1, Banjara Hills, Hyderabad -34	Private Service	

**DESCRIPTION OF
"SAID LAND"**

All that extent of land admeasuring **Ac.29.06Gnts** (equivalent to **117965.13 Sq. Meters** equivalent to **141085.12 Sq. Yards**) forming part of 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, which is clearly delineated in the Schedules hereunder:

SCHEDULE PROPERTY – 1

All that land admeasuring to an extent of Ac.3-39Gnts in Sy.No. 170/1/ea, situated at Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana; and bounded by:

North : Land in Sy.Nos'.172/ea & 170/ea
South : Land in Sy.Nos'.169/ea & 168
East : Land in Sy.Nos'.170/ea & 169/ea
West : Land in Sy.Nos'.168 & 172/ea

SCHEDULE PROPERTY – 2

All that land admeasuring to an extent of Ac.0-14Gnts in Sy.No.171/1/ea, situated at Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana; and bounded by:

North : Land in Sy.No. 171/ea belonging to Bonuguri Gopal Reddy & Highway
South : Land in Sy.Nos'.172/ea & 170/ea belonging to M/s. Ecluminar Pvt. Ltd
East : Highway
West : Land in Sy.No.172/ea belonging to M/s. Ecluminar Private Limited & Sy.No. 171/ea belonging to Bonuguri Gopal Reddy

SCHEDULE PROPERTY – 3

All that land admeasuring to an extent of Ac.0-14Gnts in Sy.No.171/అ/అ, situated at Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana; and bounded by:

North : Part of Sy.No. 171/అ & Highway
South : Land in Sy.Nos'.171/అ & 172/అ belonging to M/s. Ecluminar Pvt. Ltd
East : Highway & Sy.No.171/ అ belonging to M/s. Ecluminar Private Limited
West : Land in Sy.No.172/అ belonging to M/s. Ecluminar Private Limited & part of Sy.No. 171/అ

SCHEDULE PROPERTY – 4

All that land admeasuring to an extent of Ac.3-03Gnts in Sy.No.170/1/అ, & Ac.7-26Gnts in Sy.No.172/అ; totally admeasuring to an extent of Ac10-29Gnts,, situated at Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana; and bounded by:

North : Land in Sy.Nos'.172/అ, 178, 216/అ & 171
South : Land in Sy.Nos'.169, 170/అ & 168
East : Land in Sy.Nos'.171, 169 & Highway
West : Land in Sy.Nos'.168, 174 & 172/ అ

SCHEDULE PROPERTY – 5

All that land admeasuring to an extent of Ac.1-39Gnts in Sy.No. 172/అ/1, situated at Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana; and bounded by:

North : Land in Sub Division of Sy.Nos172/అ (Ac.1-38Gnts)
South : Land in Sy.Nos'.172/అ, 174 & 173
East : Land in Sy.Nos'.172/అ
West : Land in Sy.Nos'.174 & 173

SCHEDULE PROPERTY – 6

All that land admeasuring to an extent of Ac.1-39Gnts in Sy.No.173, Ac.2-03Gnts in Sy.No.174, Ac.3-07Gnts in Sy.No.175 & Ac.4-24Gnts in Sy.No.176; totally admeasuring to an extent of Ac11-33Gnts,, situated at Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana; and bounded by:

North : Land in Sy.Nos'.183, 177 & 172/అ
South : Land in Sy.No.168
East : Land in Sy.Nos'. 172/అ, 172/అ & 168
West : Land in Sy.No. 188

**DESCRIPTION OF
"PROJECT LAND"**

All that Land totally admeasuring Ac.28-22.60Gnts (equivalent to 115579.27 Sq. Mtrs equivalent to 138231.65 Sq. Yards) after effecting road widening area of Ac 0-23.58Gnts (equivalent to 2385.86 Sq. Meters equivalent to 2853.46 Sq. yards) out of the "Said Land" i.e., Ac.29.06Gnts (equivalent to 117965.13 Sq. Meters equivalent to 141085.12 Sq. Yards) forming part of 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.

East	Highway Road
West	Neighbor's land sy.no. 188
North	Neighbor's land sy.no. 177, 178, 216
South	Neighbor's land sy.no. 169, 168

**SCHEDULE-A
(SCHEDULE -A PROPERTY)**

All that the extent of land admeasuring 113845.19 Sq. Meters (equivalent to 136157.71 Sq. Yards equivalent to Ac.28-05.46Gnts) out of the "Project Land" i.e., land admeasuring 115579.27 Sq. Meters (equivalent to 138231.65 Sq. Yards equivalent to Ac.28-22.60 Gnts) having proportionate share in the Project – Aparna Synergy comprising of Residential Blocks – 'A' to 'O' and Amenities Blocks 1 & 2 as per the sanctioned plan approved by Hyderabad Metropolitan Development Authority vide Technical Approval No.001106/BP/HMDA/0232/MED/2023 dated 26th June, 2023 2023 for the extent of land in the 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 bounded as follows:

East	Aparna Synergy (Commercial) & Highway Road
West	Neighbor's land sy.no. 188
North	Neighbor's land sy.no. 177, 178, 216
South	Neighbor's land sy.no. 169, 168

**Schedule-B - Description of the land
(SCHEDULE -B PROPERTY/COMMERCIAL BLOCK/BUILDING)**

All that undivided share of land admeasuring 1734.08 Sq. Meters (equivalent to 2073.94 Sq. Yards equivalent to Ac.0-17.14Gnts) out of the "Project Land" i.e., land admeasuring 115579.27 Sq. Meters (equivalent to 138231.65Sq. Yards equivalent to Ac.28-22.60 Gnts) obtained sanction plan approved by Hyderabad Metropolitan Development Authority vide Technical Approval No.001106/BP/HMDA/0232/MED/2023 dated 26th June, 2023 2023 for the extent of land in the 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-

East	Highway Road
West	Aparna Synergy (Residential)
North	Aparna Synergy (Residential)
South	Neighbor's land sy.no. 169, 168

North : _____
South : _____
East : _____
West : _____

Description of Progress of Work	Installment Amount	GST	Total Installment (incl. GST)
A – TOTAL			
B - Payable within 15 days of intimation of			

Provisional Handing over			
C - GRAND TOTAL (A + B)			

Schedule-E (Specifications)
(Subject to change)

Sl.No	Description	Specification
1	STRUCTURE	
	RCC Framed Structure	R.C.C. Shear Wall Framed Structure to withstand Wind & Seismic Loads. Concrete Blocks for Non Structural Members (Wherever needed)
2	PAINTING	
	External	Textured finish and Two Coats of Exterior Emulsion Paint of Reputed Make.
	Internal	Smooth putty finish with 2 Coats of Premium Acrylic Emulsion Paint of Reputed make over a Coat of Primer.
3	DOORS, WINDOWS & RAILINGS	
	Main Door	Teak Wood frame with HDF moulded panelled shutter doors with Melamine polish & reputed make hardware fittings.
	Internal Doors	Hard Wood frame with HDF moulded panelled shutter doors with painting & reputed make hardware fittings.
	Utility Door	UPVC Door Frame of Reputed Profile Sections with Combination of Tinted Float Glass with Aluminium Louvers & SS mesh at bottom.
	French Doors	UPVC Door Frame of Reputed Profile Sections with Tinted Toughened / HS Glass panelled shutters and Designer Hardware of reputed make with provision for Mosquito Mesh. (Mesh & Fixing shall be at extra cost)
	Windows	UPVC Window of Reputed Profile Sections with Tinted Toughened / HS Glass with Suitable Finishes as per Design with Mosquito mesh for all sliding windows. (Mesh will not be provided for casement windows)
	Grills for Windows	Aesthetically Designed, Mild Steel (M.S) Window grills with Powder coated finish for all windows. (Shall be provided at Extra cost)
	Balcony Railings	MS Railing with enamel paint finish of reputed make.
4	FLOORING	
	Drawing, Living, Dining, Pooja	600 x 600 mm Double Charged Vitrified Tiles of reputed make.
	All Bedrooms & Kitchen	600 x 600 mm Double Charged Vitrified Tiles of reputed make.
	Entrance Lounge	Double Charged Tile flooring with Designer False Ceiling.

	Bathrooms	GVT / PGVT Tiles of Reputed Make.
	Corridors	600 x 600 mm Double Charged vitrified tile of reputed make.
	All Balconies	Rustic Ceramic Tile / Vitrified Tile of Reputed Make and Granite sill at bottom of the railing.
	Utility	Rustic Ceramic Tile of Reputed Make.
	Staircase	Tandoor / Kota Stone
5	TILE CLADDING	
	Dadoing in Kitchen	Glazed Ceramic Tiles dado up to 2'-0" height above Kitchen Platform of Reputed Make. (Shall be provided at Extra Cost)
	Bathrooms	GVT / PGVT Tile Dado up to 8'-0" height of Reputed Make.
	Utility	Glazed Ceramic Tiles Dado upto 3' Height of Reputed Make.
6	KITCHEN	
	Counter	Granite Platform with Stainless Steel Sink. (Shall be provided at Extra Cost)
	Water Provision	Separate Municipal Water provided by HMDA along with Bore well water. (Subject to approvals from respective Authority)
	Other Accessories	Provision for fixing of Water Purifier, Exhaust Fan or Chimney.
7	UTILITY	
	Washing Machine	Provision for Washing Machine & Wet Area for Vessel Washing etc.
8	CP & SANITARY FIXTURES	
	Bathrooms	Wash Basin / Granite Counter Top.
		EWC with Concealed Flush Tank of Reputed Make
		Single Lever Fixtures with Wall Mixer cum shower of reputed makes.
		All C.P. Fittings are of reputed make.
		PVC false ceiling in all bathrooms.
9	ELECTRICAL FIXTURES	
	Internal Electrical Fixtures	Geysers in all Bathrooms (except terrace level bathrooms)

		Exhaust Fans in all bathrooms.	
		Concealed Copper Wiring of Reputed Make.	
		Power outlets for Air Conditioners in all Bed Rooms & Living area.	
		Plug points for T.V.	
		3 phase Supply for each unit with individual meter boards	
		Miniature Circuit breakers (MCB) for each distribution boards of reputed make.	
		Switches of Reputed Make.	
		Copper piping for Air Conditioning Units for all Flats.	
	Kitchen/Utility Area	Power plug for Cooking Range Chimney, Refrigerator, Microwave Ovens, Mixer / Grinders in Kitchen, Washing Machine and dish washer in Utility Area.	
10	TELECOMMUNICATIONS, CABLE TV & INTERNET		
	Telephone Points	Telephone point in Drawing Room.	
	Intercom facility	Intercom facility to all the units connecting Security	
	Cable TV	Provision for Cable Connection in Drawing / Living & Bed Rooms.	
	Internet	Internet connection Provision in Drawing / Living & Bedrooms.	
11	ELEVATORS / LIFTS		
	Passenger Lifts	Specification	Four High speed automatic passenger Lifts with rescue device with V3F for energy efficiency of reputed make for each tower with CCTV's inside the lifts.
		Flooring of Lift Car	Vitrified Tile / Granite.
		Lift Cladding	Vitrified Tiles and Jambs with Granite.
	Fire / Service lifts	Specification	Two High speed automatic Passenger cum Service Lifts per Block with rescue device with V3F for energy efficiency of reputed make for each tower with CCTV's inside the lifts.
		Flooring of Lift Car	Vitrified Tile / Granite.
		Lift Cladding	Vitrified Tiles and Jambs with Granite.
12	WSP & STP		

	WSP & STP	Domestic Water made available through an exclusive Water Softening Plant (Not RO Plant)
		A Sewage Treatment plant of adequate capacity as per norms will be provided inside the project, treated sewage water shall be used for the landscaping and flushing purpose.
		Rain Water Harvesting at regular intervals provided for recharging ground water levels as per the norms.
		Water meters for each unit for domestic & municipal water
13	CAR PARKING SLOT(S) ALLOTMENT	
	for 2 BHK	One Car Park for each Apartment.
	for 2.5 BHK, 3 BHK & 3 BHK+ Study	Two Car Parks for each Apartment (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)
		The allotment of Car Parking Slot(s) shall be through Lucky Dip / Lottery System. The allotment maybe in either of Two Cellars i.e., Cellar/Basement-1 & Cellar/Basement-2.
14	CHARGING POINTS FOR ELECTRIC CARS	
		Charging Point for Electric Cars shall be provided for each flat. (Subject to Regulatory Authority Guidelines).
15	CAR WASHING FACILITY	
		Car washing facility shall be provided as per the vendor's specifications.
15	PARKING MANAGEMENT	
		Entire parking is well designed to suit the number of Car Parks provided parking signage's and equipment at required places to ease the traffic Flow.
16	FACILITIES FOR DIFFERENTLY ABLED	
		Access ramps at all Block Entrances shall be provided for Differently Abled.
17	POWER BACK UP	
		100% DG Set backup with acoustic enclosure & A.M.F
18	SECURITY / BMS	
		Sophisticated round-the-clock security / Surveillance System.
		Surveillance cameras at the main security and entrance of each block to monitor.
		Panic button and intercom is provided in the lifts connected to the security room.
		Solar power fencing all around the compound.

19	CENTRALIZED BILLING	
		Billing shall be done for Consumption of Electricity, Water & LPG with prepaid meters system.
20	FIRE & SAFETY	
		Fire hydrant and fire sprinkler system in all floors and basements as per NBC Norms.
		Fire alarm and Public Address system in all floors and parking areas (basements) as per NBC Norms.
		Control panel shall be kept at main security.
21	LPG	
	LPG Gas	Supply of gas from centralised Gas bank to all individual flats
22	CLUB HOUSE & AMENITIES	
	State- of- the Art Club House with amenities	Multipurpose Hall, Crèche, Café/Library Lounge, Swimming Pool, Kids Pool, Indoor Games, Banquet Hall, Gym, Aerobics, Yoga/Meditation, Spa, Preview Theatre, Billiards Lounge, Guest Rooms, Business Lounge, Conference, Co-working Spaces
	State- of- the Art Sports Block with amenities	Badminton Courts-3 Nos, Squash Courts-2 Nos, Sports Lounge
	Outdoor Sports Facilities	Tennis Courts, Basketball Court, Volley Ball Court, Box Cricket, Skating Rink, Kids Play Area, Adventure Play Area, Adventure Climb, Floor Games with Green Roof Cover, Futsal Court on Sports Block Terrace, Out Door Gym & Fitness Pad
	Other Facilities	Amphitheatre, Plaza with Seating, Jogging Track, Party Lawn, Zen Garden, Aroma Garden, Arrival Plaza with Sculptural Roof Structure, Meditation Pavilion, Flower Garden, Tree Court, Pet Park, Urban Farming, Picnic Court with Barbeque Corner, Flee Market, School Bus Stop, Cycle Stand

NOTE:

1. NO CUSTOMIZATION / NO CHANGES IN SPECIFICATIONS.
2. DEVELOPER RESERVES THE RIGHT TO USE IMPORTED SUBSTITUTES OF EQUAL QUALITY.

Schedule - F (Annexure) - (Draft only, subject to Change)
Bye-laws of the Association of Allottee(s)
BYE-LAWS OF APARNA SYNERGY OWNERS WELFARE SOCIETY

CHAPTER – I

Article 1 – Preliminary	...	...	...
Article 2 – Aims & Objectives	...	...	...
Article 3 – Certificate	...	...	...
Article 4 – Definitions	...	...	...

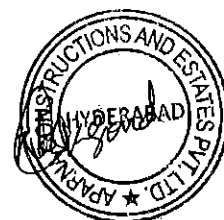
CHAPTER – II

Article 5 – Applicability of the Bye-Laws	...	...	...
Article 6 – Membership	...	...	...
Transfer of Membership	...	...	...
Joint Ownership of Residential Apartment...	...	...	...
Nomination by Members	...	...	...
Cessation of Membership	...	...	...
Rights of Members	...	...	...
Forfeiture of Rights	...	...	...
Article 7 – Capital, Funds & Income of the Society	...	...	...
Corpus Fund	...	...	...
Raising of Funds	...	...	...
Article 8 – Assets & Equipment of the Society	...	...	...
Article 9 – Utilization of Funds	...	...	...
Maintenance Charge	...	...	...
Repairs and Maintenance Reserve Fund	...	...	...
Corpus Fund	...	...	...
Operation of the Bank Accounts of the Society	...	...	...
Article 10 – Quantum and Contribution of Payments by Members	...	...	...
Default in payment of Dues	...	...	...

CHAPTER – III

Article 11 – Responsibilities & Liabilities of the Members...	...	...	...
Maintenance Charges	...	...	...
Cleanliness, Ambiance and Visual Appeal	...	...	...
Repairs, Alterations, Demolitions, Common Areas	...	...	...
Use of Residential Apartment	...	...	...
Occupancy, Resale & Tenancy Matters	...	...	...
Children's Activities	...	...	...
Pet Rules	...	...	...
Article 12 – Use of Club House, Gym, Swimming Pool, Multi-Purpose Hall & Other Amenities	...	...	...
Article 13 – General Rules	...	...	...

Security	...	...	...	...
Standard Operating Procedures	...	...	...	...
Indemnity	...	...	...	...
Parking	...	...	...	...
Terrace	...	...	...	...
Article 14 – Violation of Bye-Laws	...	...	...	...
CHAPTER – IV				
Article 15 – Management of Society	...	...	...	...
Constitution, Powers and Duties of Executive Committee	...	...	...	...
The Management Council	...	...	...	...
Role and Responsibilities of Management Council	...	...	...	...
Block Representatives	...	...	...	...
The General Body	...	...	...	...
Article 16 - Role & Duties of the Office Bearers	...	...	...	...
President	...	...	...	...
Vice-President	...	...	...	...
Secretary	...	...	...	...
Joint-Secretary	...	...	...	...
Treasurer	...	...	...	...
Committee Members	...	...	...	...
Block Representatives	...	...	...	...
Article 17– Appointment of Vendors	...	...	...	...
Competitive Bidding	...	...	...	...
Conflict of Interest	...	...	...	...
General	...	...	...	...
Article 18 – Vacancies	...	...	...	...
Article 19 – Election Process	...	...	...	...
Term	...	...	...	...
Article 20 – Meetings	...	...	...	...
Place of Meetings	...	...	...	...
Special Meetings	...	...	...	...
Quorum	...	...	...	...
Order of Business	...	...	...	...
Conduct of Members	...	...	...	...
Voting in Meetings & Decisions	...	...	...	...
Proxy Voting	...	...	...	...
Registers	...	...	...	...
Minutes of Meeting Register	...	...	...	...
Article 21 – Amendment of Bye Laws	...	...	...	...
Article 22 – Grievances & Arbitration	...	...	...	...
Article 23 – Official Seal	...	...	...	...
Article 24 – Waivers	...	...	...	...
Article 25 – Declaration	...	...	...	...



CHAPTER - I

Article 1 - Preliminary

- i. The name of the Society shall be **"APARNA SYNERGY OWNERS WELFARE SOCIETY"** which, for the sake of brevity, shall hereinafter be referred to as the "Society".
- ii. The Registered Office of the Society shall be at **"APARNA SYNERGY"** in **Survey Numbers 170/1/అ, 171/1/అ, 171/అ/అ, 170/1/అ, 172/అ, 172/అ/1, 173, 174 , 175 & 176 of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin Code – 500014.**

Article 2 - Aims & Objectives

- iii. The Society is formed primarily to constitute an organization of Owners of apartments in **Blocks – A to O** consisting of **3345 Residential Apartments, Amenities Blocks 1 & 2** known as **"APARNA SYNERGY"** constructed in **Survey Numbers 170/1/అ, 171/1/అ, 171/అ/అ, 170/1/అ, 172/అ, 172/అ/1, 173, 174 , 175 & 176 of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin Code – 500014, the Aims and Objectives of which shall be:**
 - i. To take possession of all Common Areas and Amenities in the premises of "APARNA SYNERGY", more particularly described in Article IV (viii) below and hereinafter called the "APARNA SYNERGY".
 - ii. The Society is formed for the welfare of the members of **APARNA SYNERGY OWNERS WELFARE SOCIETY.**
 - iii. To manage and maintain upkeep of Buildings, all Common Areas and Amenities (including sports facilities), and equipment forming part of APARNA SYNERGY including the club house.
 - iv. To provide and create an orderly, harmonious, secure, safe, cost effective environment and atmosphere to facilitate good quality of life for ultimate benefit of all the Members of the Society.
 - v. To promote and foster peace, harmony and community living amongst all the Members of the Society.
 - vi. To frame binding rules and regulations, as approved by the General Body from time to time or as provided for in these Bye-Laws.
 - vii. To take up matters with competent authorities for common interest of the Residents for providing and or improving upon common facilities in the areas like – health, safety, environment, drainage, roads, street-lights, sanitation, water and electricity supplies and other issues that may arise affecting the Community.
 - viii. To pragmatically determine and fix, the maintenance charges and other charges without resorting to any subsidy or deferring any critical maintenance and capital expenditure ensuring long term sustainability over short term goals. To collect and pay, maintenance charges, electricity charges and such other charges as may be required to be collected and paid by the Members of the Society on a monthly or a periodical basis.
 - ix. To raise funds from the Owners or Residents for achieving the objectives of the Society.

- x. To sustainably use and keep the machinery, equipment and the other assets of the Society at its prime capabilities over the long run by ensuring prompt, routine and orderly maintenance, as and when required.
- xi. To carry out and promote/encourage social, cultural activities like entertainment, sports, educational programs etc. and for the welfare of the community at large.
- xii. To associate and collaborate with other housing societies, bodies and organizations by forming a federation to collectively take up with Government agencies for common interests.
- xiii. To preserve bio-diversity, greenery, to protect the environment and to conserve water & energy.
- xiv. To conduct and do all things that are necessary and relevant for the accomplishment and fulfilling of the aforesaid objects of the Society.

Article 3 - Certificate

- i. Certified that the Society is formed with a "No Profit and No Loss" motive and that no commercial activity is involved in its working.
- ii. Certified that the Office Bearers of the Society shall not be paid any remuneration or honorarium or payment of any kind from the funds of the Society
- iii. Certified that all the income earnings, movable, immovable properties of the Society shall be solely utilized and applied only towards the promotion of its aims and objects set forth in these Bye-Laws and no portion thereof shall be paid or transferred directly or indirectly by way of profit, dividends, bonus, loan or in any manner whatsoever to the present or past Member of the Society or to any persons claiming through any one or more of the present or past member.
- iv. Certified that no Member of the Society shall have any personal claim on any moveable or immoveable properties of the Society or make any profit whatsoever by virtue of his/her Membership.

Article 4 - Definitions

- i. **"Society"** shall mean, **"APARNA SYNERGY OWNERS WELFARE SOCIETY"**.
- ii. **APARNA SYNERGY** shall mean, the land admeasuring **Ac.28-22.60Gnts** (equivalent to **113845.19 Sq. Mtrs** equivalent to **136157.71 Sq. Yards**) after effecting road widening area of **Ac 0-23.58Gnts** (equivalent to **2385.86 Sq. Meters** equivalent to **2853.46 Sq. yards**) out of **Ac.29.06Gnts** (equivalent to **117965.13 Sq. Meters** equivalent to **141085.12 Sq. Yards**) forming part of **Survey Numbers 170/1/అ, 171/1/అ, 171/అ/అ, 170/1/అ, 172/అ, 172/అ/1, 173, 174 , 175 & 176 of Dommara Pochampally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana Pin code - 500014**, consisting of 17 Blocks which includes Blocks for Residential Apartments (15 Blocks) and Amenities Blocks 1 & 2 (the club house, other utilities and facilities) .
- iii. **"Block"** shall mean each single building denoted alphabetically i.e., A, B, C, D, E, F, G, H, I, J, K, L, M, N & O; Amenities Blocks 1 & 2;
- iv. **"Block Representatives"/"BR"** shall mean the elected representative for the respective Block.

- v. **"Blue Book"** shall mean the document designated as a Blue Book and published by the Promoter and given to each initial purchaser from the Promoter, for the benefit of the Residents comprising of various do's and don'ts within APARNA SYNERGY.
- vi. **"Bye Laws"** shall mean the registered Bye—Laws of the Society namely **"APARNA SYNERGY OWNERS WELFARE SOCIETY"** and as amended from time to time.
- vii. **"Committee Members"** shall mean the four other elected representatives forming part of the Executive Committee in addition to the President, Vice-President, Secretary, Joint-Secretary and Treasurer.
- viii. **"Common Areas and Amenities"** shall mean the land in APARNA SYNERGY as described in clause (ii) and also the structure of 3 blocks club house, water supply system including sumps, bore wells, pipelines, sewerage lines and compound wall, passage, open lands, landscape, common corridors, staircases, water piping system, drainage system, pathways, driveways, office rooms and toilets and other rooms meant for the Society and, Electro mechanical equipment like Electricity distribution system, DG sets, Fire safety pumps, circuit breakers, lifts, transformers, CCTVs, boom barriers, solar fencing, STP, WSP and any other areas commonly understood as Common Areas and Amenities.
- ix. **"Corpus fund"** shall mean the Corpus Fund collected by the Promoter to be transferred to the Society and also subsequently collected by the Society.
- x. **"Defaulting Member"** or **"Defaulter Member"** means any Member who has not paid the maintenance or any other dues to the Society for 60 days or more. A Member who has not rectified any violation of the Bye-laws (including violations during interior works) within 60days from an email or written notification by the MC/Society/Service Provider appointed by the Developer. MC may also assign a Member as 'Defaulter' who violates Society Rules repeatedly for a third time, in addition to paying the penalties that are imposed by the Society as per the Bye-laws.
- xi. **"Executive Committee"** **"EC"** shall comprise of President, Vice-President, Secretary, Joint-Secretary, Treasurer and four Committee Members.
- xii. **"General Body"** shall mean all the Members of the Society collectively.
- xiii. **"Limited Common Area"** means, parking area limited for the use of the Owners to whom the parking slot(s) are allotted by the Promoter.
- xiv. **"Landowner Promoter"** shall mean any person allotted Residential Apartment in APARNA SYNERGY pursuant to any form of development agreement entered into with the Promoter.
- xv. **"Maintenance charges"** means charges payable by Members for upkeep/maintenance and operation of facilities and amenities in APARNA SYNERGY like security, house-keeping, landscape, electricity, lifts, equipment, Club House, GYM and Swimming Pool etc.
- xvi. **"Member"** shall mean the following:
 - a. Owner of the Residential Apartment of the Project.
 - b. In case of a joint owners, one of the joint owners who is duly authorized in writing by all the joint owners who own the Residential Apartment , with such authorization being duly submitted to the EC.

- c. An authorized representative of an artificial legal person or partnership firm that is an Owner of the Residential Apartment and is duly authorized in writing by such artificial legal person or partnership firm with such authorization being duly submitted to the EC.
- d. A Landowner and/or Promoter who has been allotted Residential Apartment in APARNA SYNERGY by the Promoter.
- xvii. **"Management Council"/"MC"** shall mean collectively, the Executive Committee and Block Representatives from Residential.
- xviii. **"Office Bearer"** shall mean any elected representative forming part of either the Executive Committee or Management Council.
- xix. **"Owner"** means, registered owner(s) of the Residential Unit and shall include the Promoter or a Landowner Promoter or an artificial person in relation to Residential Apartment which are retained by the either the Promoter or artificial person, unsold Residential Apartment and also the Residential Apartment sold but not registered in favour of the buyers.
- xx. **"Promoter"** means, **APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED**, registered under the Companies Act 1956, having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad.
- xxi. **"Resident"/"Residents"** shall mean all the persons living in the Residential Apartment including Owner(s) and Tenant(s).
- xxii. **"Residential Unit"/"Residential Units"** means a separate and self-contained premises used or intended to be used for Residential and covered under registered sale deed through which it is purchased in APARNA SYNERGY, or allotted to a Landowner and/or Promoter.
- xxiii. **"Tenant"** shall mean an individual who has pursuant to a lease/license with an Owner of a Residential Unit availed possession of the Residential Unit.
- xxiv. **"Damage/s"** means any loss caused due to misuse of Common Area Property or any other property that belongs to the Society by the member/member's family, relatives, guests, visitors.

CHAPTER - II

Article 5 – Applicability of the Bye-Laws

- i. The Bye-Laws shall be applicable to all the Members of the APARNA SYNERGY and the Members shall adhere and comply with all the Bye-Laws, SOP's and any such other norms prescribed through the Bye-Laws which are duly approved under the Bye-Laws.
- ii. Any Member contravening or violating the Bye-Laws shall be subject to fines, penalties, liabilities, restrictions or redressal as imposed pursuant to the Bye-Laws.

Article 6 - Membership

- i. The Members of the Society shall consist of all the Apartment Owners of APARNA SYNERGY (RESIDENTIAL). Every Owner shall be deemed to be a Member of the Society.

- ii. All the Residents must respect the rights of others. Every Resident must conform to spirit of brotherhood, be cordial and maintain friendly relations with all other Residents. Every Resident must willingly and voluntarily conform to the Bye—Laws, rules, regulations, guidelines for interior works and operating guidelines of the Society.
- iii. Subject to these Bye-Laws, all the Owners or their authorized representatives in accordance with these Bye-Laws, shall be the Members of the Society with voting rights. There shall be one vote for each Residential Apartment Owner. In relation to the Residential Apartment retained by the Promoter, the Promoter shall be entitled to exercise Membership and voting rights. However, the Owners shall be entitled to exercise vote through their proxies, who shall either be their family Members, tenants/licensee or other duly authorized agents, in the manner provided under these Bye-laws.
- iv. In the event of minor being the Owner of a Residential Apartment, his/her natural guardian i.e., either mother or father or any person being appointed as legal guardian shall get membership on behalf of minor by providing declaration to the Executive Committee as per form stipulated by the Management Council.
- v. In case of an artificial person, the authorized representative of the artificial person as representative of an artificial legal person or partnership firm that is an Owner of the Residential Apartment and is duly authorized in writing by such artificial legal person or partnership firm with such authorization being duly submitted to the EC.

Transfer of Membership

- vi. In case of death of any Member, the transfer in favour of the nominee (if duly nominated in writing and submitted to the Society by a Member and not withdrawn/modified during such person's lifetime) shall be made without any fees and in the absence of a nominee, the membership shall be transferred to the legal heir/person who succeeded the apartment as per succession laws applicable to them, shall be made on payment of **Rs 5,000/-** (Rupees Five Thousand only)
- vii. In any other case, a transfer fee of **Rs 50,000/-** (Rupees Fifty Thousand only) shall be payable by the transferee, seeking transfer, to the Society on resale or any other case.
- viii. All the transfer fees collected by the Society shall be credited to the Corpus Fund.

Joint Ownership of Residential Apartment :

- ix. Wherever the Residential Apartment is purchased or jointly owned by more than one person, all the joint Owners shall provide declaration/authorization in writing as per form stipulated by the Management Council, and submitted to the EC, mutually agreeing to provide Membership in the name of one of the Joint Owners.
- x. Any Owner may represent all other Owners of Residential Apartment and in case of dispute, the Owner or other person authorized by all the other Owners, shall alone be permitted to vote on behalf of all the Owners.
- xi. In the absence of a duly written declaration/authorization as above no vote shall be exercised by such Joint Owners.

Nomination by Members:

- xii. Every Member shall execute a nomination form, nominating one of his/her legal heirs, as nominee for the purpose of transfer of Membership. If any member fails to execute the nomination form, in case of individual Members [who are also Owner(s)] the Society will transfer the Membership. The transfer of Membership as above shall always be subject to the orders or decrees passed by a competent court of law.

Cessation of Membership:

- xiii. A member shall cease to be a member when he ceases to be an Owner of a Residential Apartment. He/she shall, however, shall be liable to pay all the outstanding amounts due to the Society. In case of non-payment, the liability shall automatically stand transferred to the new Owner of the Residential Apartment. However, the past Owner and the new Owner shall remain jointly and severally liable till such time the outstanding dues are paid.

Rights of Members:

- xiv. A member shall be entitled to receive one copy of the bye-laws of the Society.
- xv. Every Member shall be entitled to submit his/her grievance in respect of any of the amenities and/or facilities in the community for redressal within reasonable time.
- xvi. Every Member shall be entitled to receive a copy of the statement of account and such other documents relating to the management and affairs of the Society as may be required upon payment of copying charges at the rate fixed by the Management Council.
- xvii. The Members and their family Members shall be entitled to participate in all the functions and programs organized by the Society. Every Member shall be entitled to have one vote in respect of each Residential Apartment owned by him/her. Every member shall be entitled to inspect the records and accounts of the SOCIETY at all reasonable working hours with prior intimation.

Forfeiture of Rights

- xviii. A Defaulting Member, and all persons residing in the Residential Apartment belonging to such Defaulting Member shall not be entitled to any of the rights and privileges enjoyed by the other Members, shall also not be entitled to use club house, common amenities & other facilities offered by the Society and shall also forfeit rights to attend meetings and all voting rights whatsoever till all dues are cleared.

Article 7 – Capital, Funds & Income of the Society

Corpus Fund

- i. The Executive Committee shall be authorized to take over the Corpus Fund amount from the Developer/Builder/Promoter and the same shall be kept in Fixed Deposit/Secured Bonds earning maximum interest with any Schedule I Bank (as considered by Reserve Bank of India) and the same shall be treated as a Permanent Corpus fund of the Society.

Raising of Funds

- ii. By contribution towards Corpus Fund from the Members at the rate of **Rs.1,00,000/-** (Rupees Two lakh only) payable in respect of each Residential Apartment before taking over the apartment towards management and maintenance of the common premises and facilities.
- iii. The Society is empowered to collect contributions from Members towards management and maintenance of the Common Areas and Amenities being "monthly maintenance charges" and "the repairs and maintenance reserve fund" at the rates decided upon by the Management Council from time to time which are to be levied proportionately on the basis of area of Residential Apartment as per sale deed. No rebate on maintenance charges shall be claimed by the Owner due to non-occupancy of the Residential Apartment as almost all the maintenance expenses are fixed costs irrespective of occupancy.

- iv. The Society is empowered to collect User Charges for use of Club House, GYM, Swimming Pool and other amenities at the rates decided upon by the Management Council from time to time.
- v. The Society is empowered to collect deposits/contributions from Members to construct/purchase any new infrastructure/equipment for improvement of the Community at the rates decided upon by the Management Council from time to time.
- vi. Income from lease-hold rights of common facilities and amenities.
- vii. Interest on Fixed Deposit/Secured Bonds of Corpus Fund or any other surplus
- viii. By way of Transfer Fee from the Transferees, other than family Members, as provided in Article VI (vii)
- ix. By way of fine as may be imposed by the Executive Committee as per these bye - laws.
- x. By way of moving in / out charges both internally and externally by tenants at the rate of **Rs.2,500/-** per movement.
- xi. By any other mode as may be decided from time to time by the Management Council/General Body for implementation of aims and objects.

Article 8 – Assets & Equipment of the Society

- i. The Society shall take possession from the Developer and shall have absolute authority over such assets and equipment and full control over its maintenance thereof.
- ii. The Society and its Members shall duly maintain and ensure upkeep of all such assets and equipment in accordance with these Bye-Laws.

Article 9 – Utilization of Funds

Maintenance Charges

- i. The amount of maintenance charges so collected shall be utilized towards expenditure for the maintenance of Common Areas and Utilities. This shall also include payment of salaries to staff employed for performance of various functions on a regular/casual/contract basis for administration of maintenance, salaries/charges for providing watch and ward staff and payments to all contractors of the Society, expenses towards printing, stationery, postage, audit fee, legal fee, water charges, electricity charges and pest control services for Common Areas and Amenities and any other charges as approved by the Management Council from time to time.
- ii. All the income earnings, movable, immovable properties and funds of the Society shall be solely utilized and applied towards the accomplishment of its aims and objects and no portion thereof, other than eligible refunds, shall be paid or transferred directly or indirectly by way of profit, dividends, bonus, loan or in any manner whatsoever to the present or past member of the Society or to any persons claiming through any one or more of the present or past member.

- iii. Funds shall also be utilized for periodical checking / servicing of the Equipment including its Repair & Maintenance (AMCs) charges.
- iv. If the repairs to be affected to the Common Areas and Utilities of the building exceed the estimated returns/interest on the Corpus Fund in any particular year, the Executive Committee shall convene the meeting of the General Body and place the estimated costs of such repair and call upon the Members to contribute proportionately towards such exceeding cost.
- v. The Executive Committee shall maintain accounts with all the diligence and submit the account closed up to 31st March of each year and audit report certified by a Chartered Accountant, to the Annual General Body Meeting to be held on fourth Saturday or Sunday of April every year. If the General Body is not held for any unforeseen and unavoidable circumstances, the Statement of Account and Audit Report shall be submitted to the Management Council and the said Annual General Body Meeting shall be held promptly thereafter depending upon the prevailing circumstances. And in no case, such Annual General Body Meeting shall be postponed beyond May each calendar year. If the Annual General Body Meeting is not held as above, each member of the Executive Committee shall be liable to pay to Society a penalty of INR 100/- for each defaulting day beyond 31st May of each calendar year.
- vi. The funds of the Society when not utilized for the purpose mentioned under these Bye—Laws may be deposited as fixed deposit/any other deposit with any Schedule I or II bank/s for appropriate period to be decided by the Management Council. Such deposits together with the interest accrued, shall be utilized only for the betterment and maintenance of the Common Areas and Amenities of the Society.
- vii. If the total cash payments to any single vendor or for any reason whatsoever in a calendar month exceeds **INR. 25,000/-** should be ratified in the immediate Management Council meeting. While making various payments and invoicing / collecting of the receivables, the EC/MC as the case may be shall ensure compliance with regard to Tax Deduction at Source (TDS) or all other applicable provisions pertaining to The Income Tax Act, Provisions of The Goods and Services Act, all other applicable statutory laws, rules and regulations.

Repairs and Maintenance Reserve Fund:

- i. The Executive Committee shall have the discretion to allocate a percentage of the maintenance charges towards a repairs and maintenance reserve fund, which shall be only utilized for the incurring expenses towards repairs and maintenance activities which may involve substantial expenditure but are not capital in nature.
- ii. In the event, the Executive Committee forms the view that the prevailing maintenance charges are not sufficient to cover repair and maintenance activities which may involve substantial expenditure but are not capital in nature, the Executive Committee may at its discretion, charge an additional amount for any given month(s) towards repairs and maintenance reserve fund in addition to the maintenance charges, which shall not exceed 20% of the overall maintenance charges.

Corpus Fund:

- iii. The Promoter shall transfer the Corpus Fund collected by it from the Owners of the Residential Apartment to a separate bank account to be opened in the name of the "APARNA SYNERGY CORPUS FUND" in any Schedule I or II bank. The funds shall be invested by the Society in the most beneficial manner subject to the Bye-Laws. There shall not be any withdrawal from the Corpus Fund for a period of Ten years from the date of deposit from the Promoter/Developer and the interest accrued thereon shall be the part of Corpus Fund. The