

ANNEXURE

[See rule 38]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this (Date) _____ day of _____ (Month), 2022

M/s V E C Homes, a Partnership Firm registered under the Indian Partnership Act, 1932, having its registered Office at B-1, NCB Towers, 8-2-293/82/HE/55, Plot No.55, HUDA Enclave, Road No: 70, Jubilee Hills, Hyderabad, TS 5000110 (PANAAUFV8515F), represented by its authorized Partners:

1. Mr. Subbarao V Tipirneni. Aged about 66 years, R/o. B-2, Aditya's Hillcrest, 8-2-293/82/NG/51/B-2, Plot No: 51-53, HUDA Nandagiri Hills, Road No 69 'F', Jubilee Hills Hyderabad, TS 500033 (Aadhar No: XXXX-XXXX-6652
AND
2. Mr. Purnachandra Rao Tipirneni, aged about 68 years, R/o. Flat 204, Block B, Ambiens Avenue, Srinagar Colony Behind Big Bite Bakery Hyderabad, TS 500073 (Aadhar No: XXXX-XXXX-2889)

Authorized vide Board Resolution/ Authorization Letter dated _____, hereinafter referred to as the **PROMOTER/ DEVELOPER/VENDOR** or the Party of the **FIRST PART**.

(which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include the Partners or Partner for the time being of the said Firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving Partner and his/her/their assigns).

AND

[If the Allottee is a company]

M/s. _____ (Company Name), (CIN No: _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at: _____, (PAN No: _____), represented by its authorized signatory, Mr. _____ (Name), (Aadhar No _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "**ALLOTTEE/ PURCHASER/ VENDEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).



[OR]

[If the Allottee is a Partnership]

M/s. _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN No: _____), represented by its authorized partner, Mr. _____ (Name), (Aadhar No _____) authorized vide board resolution dated _____, hereinafter referred to as the "**ALLOTTEE/ PURCHASER/ VENDEE**".

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar No _____) son / daughter of Mr. _____, aged about _____ years, residing at: _____, (PAN No: _____), hereinafter called the "**ALLOTTEE/ PURCHASER/ VENDEE**".

(which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar No _____) son / daughter of Mr. _____, aged about _____ years, for self and as the Kartha of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at: _____, (PAN No: _____), hereinafter referred to as the "**ALLOTTEE/ PURCHASER/ VENDEE**".

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Government of Telangana.
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- (e) "Section" means a Section of the Act.

WHEREAS:

Sri. Kaustubh S Tipirneni S/o Sri. Subbarao Venkata Tipirneni Represented By DA CUM GPA Holder "**M/s. V E C Homes**" is the absolute and lawful owner of the property totally admeasuring 500 Sq Yds or 418.06 Square Meters situated at Plot No: 812, Vijayapuri East Colony, Sy. Nos: 33/5 & 33/6, Chengicherla Village, Boduppal Municipal Corporation, Medipally (Mandal), Medchal-Malkajgiri District, Under HMDA Hyderabad, Telangana State. The Owner and the Promoter have entered into a Development Agreement Cum General Power of Attorney dated 17.03.2022 registered as Document No: 2918/2022 at the office of the SRO, Narapally.

WHEREAS in furtherance of the said Development Agreement cum GPA, the promoters have obtained sanction of the plan for the construction of Residential Apartment building consisting of Stilt + 5 upper floors on the Schedule A Property vide permission bearing Permit No : **003721/BP/HMDA/0664/GHT/2022**, dated 30th June 2022, issued by the Boduppal Municipal Corporation and The Commissioner HMDA, Hyderabad, which Apartment building is named as "**Venkateswara Abode**".

WHEREAS the Vendor herein and the Promoter would construct and complete the residential apartment building suitable for residences, which project is hereinafter referred to as the Proposed Project, as per the terms and conditions contained therein and the **PROMOTER** assures and undertakes as follows:

- A. The Said Land is earmarked for the purpose of building a residential project, development of lands, construction of multi storied buildings, Apartments, etc., and the said project shall be known as "**VENKATESWARA ABODE**"
- B. The **PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **PROMOTER** have been completed and the **PROMOTER** has handed over copies of all the documents with respect to the Project to the **ALLOTTEE** herein who got the documents verified by his legal counsel and satisfied himself/herself/itself about the title of the **VENDOR** and competency/authority of **PROMOTER** to develop the property and agreed to enter this agreement.

- C. The Commissioner, HMDA has sanctioned permission vide permission bearing Proceedings No: 003721/BP/HMDA/0664/GHT/2022, dated 30th June 2022, issued by the Commissioner HMDA, for construction of residential building complex consisting of Stilt + 5 upper floors.
- D. In pursuance of the sanction obtained, the **VENDORS** have allocated the Apartments falling to their shares, Apartment wise and floor wise, in terms of the Registered Agreement No. 2918/2022, Dt:17-03-2022
- E. The **PROMOTER** has obtained the sanctioned building plan, specifications and approvals for the Project and also for the apartment building, as the case may be, from HMDA, Hyderabad. The **PROMOTER** agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act, other laws as applicable and as agreed under this Agreement.
- F. The **PROMOTER** agrees to register the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad as and when it is constituted and enables the process for filing application for grant of registration of the Project under Section 3 of the Act by operationalizing the web based online system for submitting application under Section 4 (3) of the Act. However the **PROMOTER** in order to show its compliance has submitted manual application for registration of "VENKATESWARA ABODE" to the concerned department and the application has been received and duly acknowledged.
- G. The **ALLOTTEE** having verified the title of the **VENDORS** and satisfied himself/herself/themselves/itself about their right and ownership and the authority of **PROMOTER** to develop the property, has/have applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted _____ in the apartment complex known as "VENKATESWARA ABODE" which includes the pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment", more particularly described in Schedule B, and the floor plan of the Apartment is annexed hereto and marked as Schedule ____).



- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. _____ (Please enter any additional disclosures / details)
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K. 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.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment] and the garage/covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the **PROMOTER** agrees to sell to the **ALLOTTEE** and the **ALLOTTEE** hereby agrees to purchase the

_____ in
the Apartment complex known as "VENKATESWARA ABODE" along

_____ feet, along with _____ square yards undivided share of land, out of total land admeasuring 500.00 Square Yards situated at Plot No: 812, Vijayapuri East Colony, Sy. Nos: 33/5 & 33/6, Chengicherla Village, Boduppal Municipal Corporation, Medipally (Mandal), Medchal-Malkajgiri District, under HMDA Hyderabad, Telangana State and which has fallen to the share of the Promoter under the aforesaid DA cum GPA, which is more fully described in the Schedule "B" hereunder, and hereinafter called the 'SCHEDULE B PROPERTY'.

 KT







1.2 The Total Price for the Scheduled Property Apartment No. _____, _____ floor is a consideration of Rs. _____/- (Rupees _____ Only).

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable. [AND] [if/as applicable]

Garage/Covered parking – 1 Price for 1

Garage/Covered parking – 2 Price for 2

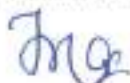
Total price (in rupees)

The Purchaser/Allottee has paid a sum of Rs. _____/- (Rupees _____ only) including GST, to the Promoter towards advance sale consideration by way of Cheque bearing No. _____, dated _____, drawn on _____ bank, _____ branch, Hyderabad, subject to realization, receipt of which the promoter hereby admits and acknowledges.

The balance amount of Rs. _____/- (Rupees _____ only) shall be paid as prescribed in the payment plan, "SCHEDULE D" as may be demanded by the Promoter within the time and in the manner specified therein: provided that if the Purchaser/Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

Explanation:

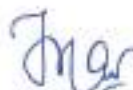
- (i) The Total Price above includes the booking amount paid by the **ALLOTTEE** to the **PROMOTER** towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the **PROMOTER** by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **PROMOTER**, by whatever name called) up to the date of handing over the possession of the apartment to the **ALLOTTEE** and the project to the Association of **ALLOTTEES** or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the **ALLOTTEE** to the **PROMOTER** shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the **ALLOTTEE** provided that Stamp duty, Registration fee, mutation charges shall be paid by the **ALLOTTEE** as per actuals, over and above the total price.



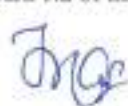
- (iii) The **PROMOTER** shall periodically intimate in writing to the **ALLOTTEE**, the amount payable as stated in (i) and (ii) above and the **ALLOTTEE** shall make payment demanded by the **PROMOTER** within the time and in the manner specified therein. In addition, the **PROMOTER** shall provide to the **ALLOTTEE** the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of 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, granite, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per pura 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.

The Total Price is escalation-free, however the **ALLOTTEE** agrees to pay the escalation charges in case the same is due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The **PROMOTER** undertakes and agrees that while raising a demand on the **ALLOTTEE** for increase in development charges, cost/charges imposed by the competent authorities, the **PROMOTER** shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the **ALLOTTEE**, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee

- 1.3 The **ALLOTTEE/S** shall make the payment as per the payment plan as set out hereunder and shall be as per Schedule "D" (Payment Plan)



- 1.4 The **PROMOTER** may allow, in its sole discretion, a rebate for early payments of installments payable by the **ALLOTTEE** by discounting such early payments at the rate of ___ per annum for the period by which the respective installment has been prepaid. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an **ALLOTTEE** by the **PROMOTER**
- 1.5 It is agreed that the **PROMOTER** shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' in respect of the Apartment as the case may be, without the previous written consent of the **ALLOTTEE** as per the provisions of the Act. Provided that the **PROMOTER** may make such minor additions or alterations as may be required by the **ALLOTTEE**, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The **PROMOTER** shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Purchasers/Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the **PROMOTER**, for which the **PROMOTER** shall not be liable after handing over.
- 1.6 The **PROMOTER** shall confirm the final built up area and saleable area that has been allotted to the **ALLOTTEE** after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the built up area or the Saleable Area. The total price payable for the built up or saleable area shall be recalculated upon confirmation by the **PROMOTER**. If there is reduction in the built up area or the Saleable Area then the **PROMOTER** shall refund the excess money paid by **ALLOTTEE** within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the **ALLOTTEE**. If there is any increase in the built up area or the Saleable Area, which is not more than three percent of the built up area of the apartment, allotted to **ALLOTTEE**, the **VENDORS/PROMOTERS** may demand that from the **ALLOTTEE** as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.



1.7 Subject to para 9.3, the **ALLOTTEE** agrees and acknowledges that the **ALLOTTEE** shall have the right to the Apartment/Apartment, Schedule B Property, as mentioned below, subject to the **ALLOTTEE** making the payments as per schedule and only on payment of total sale consideration

- (i) The **ALLOTTEE** shall have exclusive ownership of the schedule Apartment.
- (ii) The **ALLOTTEE** shall also have undivided proportionate share in the Common Areas. Since the share of **ALLOTTEE** in the Common Areas is undivided and cannot be divided or separated, the **ALLOTTEE** shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the **PROMOTER** shall hand over the common areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, granite, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.
- (iv) The **ALLOTTEE** has the right to visit the project site on prior intimation to the **PROMOTER** to assess the extent of development of the project and their Apartment as the case may be.

1.8 It is made clear by the **PROMOTER** and the **ALLOTTEE** hereby agrees that the Apartment, viz., Schedule B Property, along with parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottees of the Project.

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

1.10 The **ALLOTTEE** has paid a sum of Rs. _____/- (Rupees _____ Only) as booking amount being part payment towards the Total Price of the Apartment at the time of entering into this Agreement, the receipt of which the **PROMOTER** hereby acknowledges and the **ALLOTTEE** hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule D] as may be demanded by the **PROMOTER** within the time and in the manner specified therein:

Provided that if the **ALLOTTEE** delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the **PROMOTER** abiding by the construction milestones, the **ALLOTTEE** shall make all payments, on specified dates mentioned above [Schedule D] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'M/s. V E C Homes' payable at Hyderabad, Telangana.



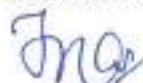
3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The **ALLOTTEE**, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there-under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the **PROMOTER** with such permission, approvals which would enable the **PROMOTER** to 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The **ALLOTTEE** understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The **PROMOTER** accepts no responsibility in regard to matters specified in Para 3.1 above. The **ALLOTTEE** shall keep the **PROMOTER** fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the **ALLOTTEE** subsequent to the signing of this Agreement, it shall be the sole responsibility of the **ALLOTTEE** to intimate the same in writing to the **PROMOTER** immediately and comply with necessary formalities if any under the applicable laws. The **PROMOTER** shall not be responsible towards any third party making payment/remittances on behalf of any **ALLOTTEE** and such third party shall not have any right in the application/allotment of the said Apartment applied for herein, in any way and the **PROMOTER** shall be issuing the payment receipts in favour of the **ALLOTTEE** only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The **ALLOTTEE** authorizes the **PROMOTER** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the **ALLOTTEE** against the [Apartment], if any, in his/her name and the **ALLOTTEE** undertakes not to object/demand/direct the **PROMOTER** to adjust his payments in any manner.

5. **TIME IS ESSENCE:** The **PROMOTER** shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the **ALLOTTEE** and the common areas to the association of Purchasers or the competent authority, as the case may be subject to the purchasers make the payments as per the schedule mentioned above.



7. POSSESSION OF THE APARTMENT:

7.2 Procedure for taking possession - The **PROMOTER**, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Schedule B Property to the **ALLOTTEE** who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the **ALLOTTEE** fails to take delivery within the time specified in the notice, he shall be liable for payment of all on-goings including maintenance charges from the date of notice. The **PROMOTER** agrees and undertakes to indemnify the **ALLOTTEE** in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **PROMOTER**. The **PROMOTER** shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the **ALLOTTEE** or any authority or third party on whom the **PROMOTER** has no

[Signature]



control. The **ALLOTTEE**, after taking possession, agree(s) to pay the maintenance charges as determined by the **PROMOTER** /Association of **ALLOTTEES**. The **PROMOTER** shall hand over the occupancy certificate of the Apartment, as the case may be, to the **ALLOTTEE** at the time of conveyance of the same.

7.3 Failure of ALLOTTEE to take Possession of Apartment/Schedule B Property -

Upon receiving a written intimation from the **PROMOTER** as per Para 7.2, the **ALLOTTEE** shall take possession of the Apartment from the **PROMOTER** by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the **PROMOTER** shall give possession of the Apartment to the Purchaser. In case the **ALLOTTEE** fails to take possession within the time provided in para 7.2, such **ALLOTTEE** shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the ALLOTTEE - After obtaining the occupancy certificate and

handing over physical possession of the Apartment to the **ALLOTTEE**, it shall be the responsibility of the **PROMOTER** to hand over the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the **PROMOTER** shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 Cancellation by ALLOTTEE - The **ALLOTTEE** shall have the right to

cancel/withdraw his allotment in the Project only as provided in the Act; Provided that where the **ALLOTTEE** proposes to cancel/withdraw from the project without any fault of the **PROMOTER**, the **PROMOTER** herein is entitled to forfeit the booking amount of 10 % paid for the allotment. The balance amount of money paid by the **ALLOTTEE** shall be returned by the **PROMOTER** to the **ALLOTTEE** within three months of such cancellation or at the time that the **PROMOTER** is able to resell the said Schedule B Property to another purchaser, whichever is later.

7.6 Compensation - The **PROMOTER** shall compensate the **ALLOTTEE** in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the **PROMOTER** fails to complete or is unable to give possession of the Schedule B Property, (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 promoter on account of suspension or revocation of the registration under the Act; or for any other reason; the **PROMOTER** shall be liable, on demand to the **ALLOTTEE**, in case the **ALLOTTEE** wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment with interest at the rate as prescribed under the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the **ALLOTTEE** does not intend to withdraw from the Project, the **PROMOTER** shall pay the **ALLOTTEE** interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Schedule B Property, which shall be paid by the **PROMOTER** to the **ALLOTTEE** within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

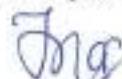
- (i) The **PROMOTER** hereby represents and warrants to the **ALLOTTEE** as follows:
- (ii) The **VENDORS** have absolute, clear and marketable title with respect to the said Land and the **PROMOTER** has the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (iii) The **PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (v) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Schedule B Property are valid and subsisting and have been obtained by following due process of law. Further, the **PROMOTER** has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Schedule B Property and common areas.
- (vii) The **PROMOTER** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the **ALLOTTEE** created herein, may prejudicially be affected.
- (viii) The **PROMOTER** has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Schedule B Property which will, in any manner, affect the rights of **ALLOTTEE** under this Agreement.
- (ix) The **PROMOTER** confirms that it is not restricted in any manner whatsoever from selling the said Schedule B Property to the **ALLOTTEE** in the manner contemplated in this Agreement.
- (x) At the time of execution of the conveyance deed the **PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the Schedule B Property to the **ALLOTTEE** and the common areas to the Association of **ALLOTTEES** or the competent authority, as the case may be.



- (xi) The **PROMOTER** has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the **ALLOTTEE** and the association of Purchasers 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** in respect of the said Land and/or the Project except those disclosed in the title report.

2. The **ALLOTTEE** /s with the intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the **PROMOTER** as follows :-

- (i) To maintain the Apartment at the **ALLOTTEE**'s own cost in good and tenantable repair and condition from the date that possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages, Lift, or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the **ALLOTTEE** in this behalf, the **ALLOTTEE** shall be liable for the consequences of the breach.
- (iii) To carry out at his/her/its own cost all internal repairs to the said Apartment /Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the **PROMOTER** to the **ALLOTTEE** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **ALLOTTEE** committing any act in contravention of the above provision, the **ALLOTTEE** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.



- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC Partis or other structural members in the Apartment without the prior written permission of the **PROMOTER** and/or the Association, Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (vii) Pay to the **PROMOTER** within fifteen days of demand by the **PROMOTER**, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the **ALLOTTEE** for any purposes other than for purpose for which it is sold.
- (ix) The **ALLOTTEE** shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **ALLOTTEE** shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (x) Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Association and till all the total built-up area/units are sold off, the **ALLOTTEE** shall permit the **PROMOTER** and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.



9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) **PROMOTER** fails to provide ready to move in possession of the Apartment to the **ALLOTTEE** within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the **PROMOTER** 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 there under.

9.2 In case of default by **PROMOTER** under the conditions listed above, **ALLOTTEE** is entitled to the following:

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



9.3 The **ALLOTTEE** shall be considered under a condition of Default, on the occurrence of any or all of the following events:

- (i) In case the **ALLOTTEE** fails to make payments for 2 (two) consecutive demands made by the **PROMOTER** as per the Payment Plan annexed hereto, despite having been issued notice in that regard the **ALLOTTEE** shall be liable to pay interest to the **PROMOTER** on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by **ALLOTTEE** under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the **PROMOTER** in this regard, the **PROMOTER** may cancel the allotment of the Schedule B Property in favour of the **ALLOTTEE** and refund the money paid to him by the **ALLOTTEE** by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the **PROMOTER** shall intimate the **ALLOTTEE** about such termination at least thirty days prior to such termination. The amount shall be repaid by the **PROMOTER** within a period of ninety days after termination or the date on which the **PROMOTER** is able to resell the Schedule B Property to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

The **PROMOTER**, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Purchaser/Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser. However, in case the **ALLOTTEE** fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the vendor shall hold the registration till the payment of stamp duty and registration charges to the **PROMOTER** is made by the Purchaser.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT:

- 11.1 The **PROMOTER** shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of **ALLOTTEES** and the cost of maintenance shall be borne by the **PROMOTER** and the Purchasers/Allottees, proportionate to the Apartment/s in their respective occupation/possession. The facilities like service connections, water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the **PROMOTER** and the **Association (Management)** till the entire project is completed. The services shall be subject to user charges as may be fixed by the Management or as the case may be, the service provider, from time to time.

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

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 (excluding the under mentioned in clause No. 2) of the **PROMOTER** as per the agreement for sale relating to such development, is brought to the notice of the **PROMOTER** within a period of 5 (five) years by the **ALLOTTEE**, from the date of handing over possession, it shall be the duty of the **PROMOTER** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **PROMOTER's** failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

- a. Equipment (passenger/goods lifts, generator, motors, STP, transformers, gym equipment, windows, R.O plant etc.) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The **PROMOTER** shall transfer manufacturer's guarantees/warranties to the **ALLOTTEE** or association of Purchasers as the case may be.
- b. Fittings related to plumbing, sanitary, electrical switches, public bath fitting, door hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient (Tiles, Granite, Railing, Wood doors and Kitchen sink).
- d. The items of work like painting etc. which are subject to wear and tear.



- e. The allottees shall maintain the apartments in good tenable conditions and carry out the internal repairs for the upkeep of the apartments. The Association of the Purchasers/Allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Promoter shall be subject to proper maintenance and upkeep of the Apartments/services and amenities by the **ALLOTTEE** or the Association of the Purchasers/Allottees as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The **PROMOTER** / maintenance agency / Association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the **ALLOTTEE** agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Schedule B Property 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 "**VENKATESWARA ABODE**" 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** 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 Purchasers formed by the Purchasers for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the **ALLOTTEE** shall, after taking possession, be solely responsible to maintain the Schedule B Property at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule B Property 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 Schedule B Property and keep the Schedule B Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The **ALLOTTEE** further undertakes, assures and guarantees that 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 Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the **ALLOTTEE** shall not store any hazardous or combustible goods in the Schedule B Property or place any heavy material in the common passages or staircase of the Building. The **ALLOTTEE** shall also not remove any wall, including the outer and load bearing wall of the Schedule B Property.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS: The **PROMOTER** undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act, except as already informed to the **ALLOTTEE** and set out in this agreement.

18. MORTGAGE OR CREATING A CHARGE:

Notwithstanding any other term of this Agreement, the **ALLOTTEE** hereby authorizes and permits the **PROMOTER** to raise finance/loan from any institution / company / bank by any mode or manner by way of charge/mortgage/securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Purchaser(s) or shall seek No Objection Certificate from financial institutions before execution of the Conveyance Deed in respect the Schedule B Property in favour of the Allottee. The **ALLOTTEE** shall be informed about the same at the time of agreement.



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

The **PROMOTER** shall take the following steps to enable formation of an Association of Purchasers/Allottees under section 11(4) (c) of the Act:-

- a. With respect to a real estate project, the **PROMOTER** shall submit an application to the Registrar for registration of the Association of **ALLOTTEES** as a Society under the Telangana/A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Purchasers in such a project have taken possession and the **PROMOTER** has received the full consideration from such Purchasers. All the Purchasers/Allottees on payment of full consideration shall become members of such Association of Purchasers formed by the **PROMOTER**. However, the **ALLOTTEE** shall cooperate with the Vendor and sign all the necessary applications, petitions, etc., for forming and registering an Association.
- b. The Association will have to be formed as per the above clause, however the decision with regard to continuation of maintenance by the Promoter, will at that point of time vest with the Association. If the **PROMOTER** fails to form the Association of **ALLOTTEES**, the Authority shall by an order direct the **PROMOTER** to apply for formation of such Association or may authorize the **ALLOTTEES** to apply for formation of the said Association.
- c. Notwithstanding any other rule, after conveying the title to the Association of Purchasers under Section 17, the **PROMOTER** shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of **PURCHASERS/ALLOTTEES** without any restriction of entry into the building and development of the common areas.

20. NO BINDING EFFECT: Forwarding this Agreement to the **ALLOTTEE** by the **PROMOTER** does not create a binding obligation on the part of the **PROMOTER** or the **ALLOTTEE** until, firstly, the **ALLOTTEE** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the **ALLOTTEE** and secondly, appears for registration of the same before the concerned Sub-Registrar _____ as and when intimated by the **PROMOTER**. If the **ALLOTTEE/S** fails to execute and deliver to the **PROMOTER** this Agreement within 30 (thirty) days from the date of its receipt by the **ALLOTTEE** and/or appear before the Sub-Registrar for its registration as and when intimated by the **PROMOTER**, then the **PROMOTER** shall serve a notice to the **ALLOTTEE** for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, the application of the **ALLOTTEE** shall be treated as cancelled and all sums deposited by the **ALLOTTEE** in connection therewith, including the booking amount, shall be returned to the **ALLOTTEE** without any interest or compensation whatsoever.



21. **ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire 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 Schedule B Property, as the case may be.

22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT PURCHASERS:** 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 Schedule B Property and the Project shall equally be applicable to and enforceable against and by any subsequent **ALLOTTEES** of the Schedule B Property, in case of a transfer, as the said obligations go along with the Schedule B Property for all intents and purposes.

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

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

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

25. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under any 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** has to make any payment, in common with other Purchaser(s)/Allottee/s in the Project, the same shall be the proportion with the built up area, balcony area, verandah area, common areas and parking area of the Schedule B Property bears to the total built up area of all the Schedule B Property 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** through its authorized signatory at the **PROMOTER's** Corporate Office, or at some other place, which may be mutually agreed between the **PROMOTER** and the **ALLOTTEE**, in **Hyderabad**, and after the Agreement is duly executed by the **ALLOTTEE** and the **PROMOTER** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar **Narapally** at **Hyderabad**. Hence this Agreement shall be deemed to have been executed at **Hyderabad**.

29. **NOTICES:** That all notices to be served on the **ALLOTTEE** and the **PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE** or the **PROMOTER** by Registered Post at their respective addresses specified below:

(Allottee Name and Address with mobile number/s)

(Promoter's Name and Address with phone number)

"**M/s. V E C Homes**", Registered Office: B-1, NCB Towers, 8-2-293/82/HE/55, Plot No. 55, HUDA Enclave, Road No. 70, Jubilee Hills, Hyderabad, TS 500110.

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

30. **JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee 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 Allottees

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

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



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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE:

(1) Signature _____
Name _____
Address _____
Mobile number: _____

Please affix
photograph and sign
across the photograph

(2) Signature _____
Name _____
Address _____
Mobile number: _____

Please affix
photograph and sign
across the photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER:**

For V E C Homes

For V E C Homes

[Signature]
Partner

(1) Signature (Authorized Signatory) _____
Name: SUBBARAO V TIPIRNENI
Address: B-2, Aditya's Hill Crest
8-2-293/82/NG/51/B-2, Plot 51 to 53
HUDA Nandagiri Hills Layout,
Road No: 69 'F', Jubilee Hills.
Hyderabad, TS 500033, India **For V E C Homes**



(2) Signature (Authorized Signatory) *[Signature]* _____
Name: PURNACHANDRA RAO TIPIRNENI
Address: Flat 204, Block B, Ambiens
Avenue Srinagar Colony,
Behind Big Bite Bakery,
Hyderabad, TS 500073



At _____ on (date) _____ (month) _____ 2022, in the presence of:

WITNESSES:

1. Signature

Name

Address

2. Signature

Name

Address



[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

SCHEDULE "A" PROPERTY

All that part and parcel of the Plot admeasuring 500 Sq Yds area (or 418.06 Square Meters) situated at: Plot No: 812, Vijayapuri East Colony, Sy. Nos: 33/5 & 33/6, Chengicherla Village, Boduppal Municipal Corporation, Medipally (Mandal), Medchal-Malkajgiri District, under HMDA Hyderabad, Telangana State, bounded on the:

North : 30 ft. Wide Road
South : Plot No.813
East : Plot No.847
West : 30 ft. Wide Road

SCHEDULE "B" PROPERTY

All that piece and parcel of residential Apartment bearing No. _____, in the _____ floor, (As per HMDA Sanctioned Plan) having Carpet Area of _____ square feet, Balconies and washing area of _____ square feet and common area of _____ square feet, totally having a saleable area of _____ square feet in the apartment complex known as "**VENKATESWARA ABODE**" alongwith car parking space in the Cellar floor admeasuring about _____ square feet, along with _____ square yards undivided share of land out of total land admeasuring 500 Sq.Yds. or 418.06 Sq.Mtrs., in Schedule A Property

The **VENDOR** will transfer the pro rata share of _____ Sq. feet of right to use of the common areas of the building and _____ Sq. Yds of undivided right, share, title, interest and ownership in the Schedule "A" Property, in favour of the **ALLOTTEE** or the Association of the **ALLOTTEE/S**, in accordance with Section 17 of the Act or as may be permitted by law.

SCHEDULE "C" - FLOOR PLAN OF THE APARTMENT

SCHEDULE "D" - PAYMENT PLAN

SCHEDULE "E" - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)



SPECIFICATION:

Structure	:	R.C.C. framed structure
Super Structure	:	Good quality moulded light weight fly ash brick walls with Cement mortar
Walls	:	External 6.5" & Internal of 4.5" thick Walls (Flyash brick)
Plastering	:	Plastering for all external, internal walls and ceiling with 2 coats of cement Mortar with sponge finish.
Doors & Windows	:	Main door: Teak wood frame and shutter with polish on both sides. All internal doors are wood frames with flush door shutters. All windows will have UPVC with Glass and safety grills
Flooring	:	Hall, dining, bedroom, Kitchen areas have 2'X2' vitrified tiles. Non-skid ceramic tile flooring in toilets and wash area. Stilt flooring with parking tiles/Concrete Flooring with Sponge Finish. Common area and steps with Marble/granite/vitrified tiles
Toilets	:	Ceramic anti-skid flooring, with Glazed Tiles dado up to 6' height with standard fittings.
Kitchen	:	Platform and stainless steel sink will have polished Granite slab and 2' high ceramic tiles dado above the kitchen Platform.
Electrical	:	Concealed Copper wiring with Finecab/Orbit/Vastu Gold/Polycab or equivalent, with Adequate light power and Fan points with Anchor/Roma/ equivalent switches, sockets etc..
Painting	:	Internal walls Altek luppam finish with Asian/equivalent Emulsion paint. External walls with Asian Apex /equivalent.
Amenities	:	One borewell with submersible pump, and a pump for overhead tank. One passenger Lift with a capacity of 6 persons. Diesel Generator back up for Lift, common areas, one light and one Fan for each Apartment.



TENTATIVE PAYMENT PLAN

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