

AGREEMENT FOR SALE

(See Rule-38)

THIS AGREEMENT FOR SALE ("**Agreement**") executed on this __ (Date) day of _____, 2023,

By and Between

- 1. SRI. KANALA NANDAM @ DR. KANALA SACHIDANANDA S/o. LATE KANALA Narsimha**, aged about 69 years, Occ: Doctor, R/o. H.No.106, Amrutha Apartments, Vinaynagar colony, Saidabad, Hyderabad, T.S., 500059 [Aadhaar No 6955 7155 2475, PAN No. ADBK6058P]
- 2. Represented by their GPA holder M/s. VAISHNAVI INFRACON INDIA PVT. LTD.,** a company registered under the provisions of the Companies Act, 1956, having its registered / corporate office at Vaishnavi Houdini, Survey Nos.46/AA/A,46/E/1,46/EE/1,46/U/1,46/UU/1, Abhyudaya Nagar, Bandlaguda Jagir, Hyderabad, Rangareddy District, Telangana-500086 .Rep. by its Managing Director Sri B. PANDURANGA REDDY S/o. LATE SRI.B.VENKAT REDDY., vide Development Agreements-cum-General Power of Attorney dated:22.May.2023, bearing registered document No.4672 of 2023 with the O/o Sub-Registrar, L.B.Nagar, Ranga Reddy District

[Hereinafter called the "**VENDOR/LANDOWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their respective legal heirs, executors, administrators, successors-in-interest and permitted assigns etc., of the First Part]

AND

- 2. M/s. VAISHNAVI INFRACON INDIA PVT. LTD.,** a company registered under the provisions of the Companies Act, 1956, having its registered / corporate office at Vaishnavi Houdini, Survey Nos.46/AA/A,46/E/1,46/EE/1,46/U/1,46/UU/1, Abhyudaya Nagar, Bandlaguda Jagir, Hyderabad, Rangareddy District, Telangana-500086. Rep. by its Managing Director Sri B. PANDURANGA REDDY S/o. LATE SRI.B. VENKAT REDDY, [Aadhar No:5741 7630 0167] (Vide Board Resolution Dated: **15th-May-2023**) (CIN No. **U45209AP2009PTE064542**) (Pan No. **AADCV0651L**)

[Hereinafter called the "**VENDOR/LANDOWNER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their respective legal heirs, executors, administrators, successors-in-interest and permitted assigns etc., of the First Part]

For Vaishnavi Infracon India Private Limited


Managing Director

AND

2. M/s. VAISHNAVI INFRACON INDIA PVT. LTD., a company registered under the provisions of the Companies Act, 1956, having its registered / corporate office at Vaishnavi Houdini, Survey Nos.46/AA/A,46/E/1,46/EE/1,46/U/1,46/UU/1, Abhyudaya Nagar, Bandlaguda Jagir, Hyderabad, Rangareddy District, Telangana-500086. Rep. by its Managing Director Sri B. PANDURANGA REDDY S/o. LATE SRI.B. VENKAT REDDY, [Aadhar No:**5741 7630 0167**] (Vide Board Resolution Dated: 15th-May-2023) (CIN No. **U45209AP2009PTE064542**) (Pan No. **AADCV0651L**)

[Hereinafter referred to as the “**VENDOR/DEVELOPER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees etc., of the Second Part.)]

IN FAVOUR OF

Shri _____ Son of Shri _____, aged about _____ Years,

Occupation : _____, [Aadhar No : _____] [Pan No. _____]

[Hereinafter called the “**PURCHASER/ALLOTTEE**” (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 etc., of the Third Part)]

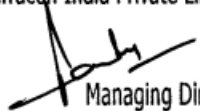
The Vendors/Landowners, Vendor/Developer and Purchaser/ Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

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.
- (f) “Saleable Area” includes Carpet Area plus veranda/balcony/terrace area which are exclusively meant for the Allottee plus the proportionate share of Common Areas and any other area as agreed between the Developer and Allottee in the agreement of sale for which a proportionate cost has been collected from the Allottees;

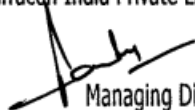
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Managing Director

WHEREAS:-

- A. WHEREAS** the Land Owner of the First Part herein Viz., **SRI. KANALA NANDAM @ DR. KANALA SACHIDANANDA** is the Pattadar, absolute owner and peaceful possessor of the agriculture land admeasuring Ac. 1-28 Gts situated in Sy.No.12/A/1 of Jillelaguda Village, Balapur Mandal, Ranga Reddy District, having acquired the same through succession from his father Late. Kanala Narsimha vide Proceedings No. B/9553/2000, dated 29.01.2002 by the Tahsildhar, Balapur Mandal. Thereupon, the revenue authorities got mutated his name in the revenue records and was also issued Pass book cum Title deed bearing No. T05030010001 with Khata No. 5.
- B. WHEREAS** of the above specified land viz., agriculture land admeasuring Ac. 1-28 Gts in Sy.No.12/A/1 of Jillelaguda Village, Balapur Mandal, Ranga Reddy District, the land owner has converted an extent of land admeasuring Ac. 00-37.92 gts into Non-Agricultural land vide proceedings No. 220037720 dated. 16-04-2022 of the Tahsildhar, Balapur Mandal, Ranga Reddy District.
- C. WHEREAS** subsequent to the conversion of the above said land viz., land admeasuring Ac. 00-3792 gts or 4589.09 Sq.Yds or 3837.07 square metres into Non-Agricultural land, the land owner has obtained permission for construction of 1 cellar + 2 Stilts + 8 upper floors from Hyderabad Metropolitan Development Authority (HMDA) vide Letter No. 012475/BP/HMDA/2587/SMD/2022 dated. 29-04-2023. The costs incurred by the Landowner for conversion of the subject property from agriculture to non-agriculture and for obtaining required permissions has been borne by the developer prior to entering of the present DGPA.
- D. WHEREAS** the Vendor/Landowner herein being the absolute owner and possessor of the above said land i.e., land admeasuring 4589.09 Sq.Yds or 3837.07 square metres have entrusted the same to the Developer of Second Part herein for the purpose of development of the same into Residential Apartment Complex consisting of 1 cellar + 2 Stilts + 8 upper floors vide Development Agreement –cum- GPA dated:22.May.2023, bearing registered document No. **4672 of 2023** with the O/o Sub-Registrar,L.B.Nagar, Ranga Reddy District, Telangana State.
- E. WHEREAS** vide letter of Metropolitan Commissioner, HMDA Vide Letter No. 012475/BP/HMDA/2587/SMD/2022 dated. 29-04-2023, Sanction of Plans have been obtained for construction of Residential Apartment Complex comprising of 1 cellar + 2 Stilts + 8 upper floors on the land admeasuring 4589.09 Sq.Yds or 3837.07 square meters situated in Sy.No.12/A/1 of Jillelaguda Village, Balapur Mandal, Ranga Reddy District, Telangana State and consequently by virtue of the said proceedings, the Vendor/Developer is permitted to commence the construction of the Building and accordingly commenced the Construction of the residential complex under the name and style of “**VAISHNAVI ADVAITHA**”.

For Vaishnavi Infracon India Private Limited


Managing Director

- F. WHEREAS** as per the agreed terms in the Development Agreement Cum GPA vide document No.4672 of 2023 dated.22.May.2023, registered with Sub-Registrar, L.B.Nagar, Ranga Reddy District, Telangana State., Pursuant to obtaining permit and sanction of plans, the entitled constructed areas fell towards the share of the respective Vendor/landowner and Vendor/Developer were identified and ear-marked with Flat Numbers and Floor Numbers out of the total constructed areas of the complex together with their entitled undivided share of land.
- G.** In terms of said Development Agreement –cum- GPA and Allocation Cum supplemental Agreement, the Schedule “A” Residential Flat herein was allotted towards the exclusive share and entitlement of the Vendor/Developer of Second Part herein and hence the Vendor/Developer of Second Part is entitled to sell the Schedule “A” Residential Flat and is also exclusively entitled to receive the sale consideration to itself. The Vendors/Landowners of First Part represented by GPA holder/Developer has joined in this Agreement of Sale while committing to execute and register the Sale Deed being the owners in terms of said Development Agreement –cum- GPA to convey the undivided share of land and however the Sale Deed will be executed by the Vendor/Developer on its behalf and also on behalf of Vendors/Landowners being the GPA holder in terms of said Development Agreement –cum- GPA referred above.
- H.** The Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities (with respect to the right, title and interest of the Vendor/Developer regarding the said land on which Project is being constructed), have been completed.
- I.** The Vendor/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- J.** The Vendor/Developer has already registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority vide Registration No._____, Dated._____.

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K. The Vendor/Developer herein has prior to this day provided the Land Title Search Report, copies of title deeds and all other documents of title pertaining to Schedule Project Land herein and also copies of permit and sanctioned plans issued by the Authorities for construction on Schedule Project Land herein to the Purchaser/s herein to enable the later to carryout legal due-diligence to satisfy about the title of the Vendors/Landowners herein and the Vendor/Developer in and over the Schedule Project land and the authority of the Vendor/Developer herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, Saleable area etc., of 'Vaishnav ADVAITHA' project as well as the suitability of the apartment for the residential use and the conditions mentioned herein, the Purchaser herein approached and offered to purchase the Schedule 'A' Apartment from the Vendor/Developer herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser got understood and verified the carpet area, Saleable area of the Schedule 'A' Apartment and his/her/their entitled undivided right, interest in the common areas of the Complex and undivided interest in the Schedule Project Land herein which is arrived as under:-

- (a) Carpet area of the Schedule 'A' Apartment is _____ Sq.ft.
- (b) Exclusive Balcony area is _____ Sq.ft.
- (c) Pro-rata undivided right and interest in the common areas (including external walls) which is equivalent to ____ Sq.ft
- (d) Pro-rata undivided right and interest in the Schedule Project Land herein which is equivalent to ____ sq.yards.

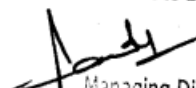
L. Thus, the Purchaser got verified and notified that a total saleable area of the Schedule 'A' Apartment is _____ Sq.ft. The Purchaser herein will acquire ownership, title on Schedule 'A' Apartment area by way of purchase which includes pro-rata right and interest in the common area of the complex and pro-rata right and interest in the Schedule Project Land herein. The sale consideration payable under this Agreement is Rs. _____/- which is in respect of the entire saleable area of the Schedule 'A' Apartment which is morefully delineated in the Floor Plan i.e. Schedule 'B' Plan appended herewith.

For Vaishnavi Infracon India Private Limited


Managing Director

- M.** The Vendor/Developer has offered to sell to the Purchaser/ Allottee and Allottee agrees to purchase from the Vendor/Developer, the Schedule 'A' Apartment (morefully described and shown hatched with red colour lines on the Floor Plan thereof annexed hereto, (hereinafter referred to as "Scheduled 'B' Plan") for a total sale consideration of Rs. _____ /-(Rupees _____ Only) and other charges as detailed in Schedule 'C' hereunder on the terms and conditions contained herein being accepted by the parties hereto payable to the Vendor/DEVELOPER.
- N.** The Purchaser/s who desires to acquire a Residential Apartment/Flat in the Residential Apartment Complex had applied for purchase of Schedule 'A' Apartment vide application No. _____ dated _____ duly completed as per the specifications in the Schedule 'D' appended herewith and approached the Vendor/Developer herein for purchase on the terms and conditions contained herein being accepted by the parties hereto.
- O.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein and the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to and governing the Project. The Parties, without relying on any other mutual confirmations, representations and assurances other than the terms and conditions mentioned herein 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. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer hereby agrees to sell and the Purchaser hereby agree to purchase the Schedule 'A' Apartment.
- P.** The Vendor/Developer herein and Purchaser/s in pursuance of the above offer and acceptance, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration have decided to reduce the terms and conditions of sale agreed among themselves into writing and hence this AGREEMENT OF SALE.

For Vaishnavi Infracon India Private Limited


Managing Director

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer agrees to sell to the Purchaser/ Allottee and the Purchaser/ Allottee hereby agrees to purchase, the Schedule 'A' Apartment for the total sale consideration of Rs._____/-(Rupees _____ only) ("Total Price") and apart from the same, the Purchaser further agrees to pay all other payments mentioned in the Schedule 'C' hereunder to the Vendor/Developer.

1.2. The Purchaser/ Allottee has paid a sum of Rs.b/- (Rupees _____only) as booking/advance/earnest sale consideration being part payment out of Total Price of the Schedule 'A' Apartment as under:-

- a) Rs._____/-(Rupees _____ only) paid by way of Cheque No._____, dated_____ drawn on _____ Bank, _____ branch, Hyderabad favouring Vendor/Developer.
- b) Rs._____/-(Rupees _____ only) paid by way of Cheque No._____, dated_____ drawn on _____ Bank, _____ branch, Hyderabad favouring Vendor/Developer.

and the receipt of which the Vendor/Developer hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the remaining price of the Schedule 'A' Apartment along with all other payments as prescribed in the Schedule 'C' payment Plan within the time and in the manner specified therein:

For Vaishnavi Infracon India Private Limited


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1.3. The Purchaser/s shall in addition to payment of total Price, other payments, also pay stamp duty and registration fee relating to the value of Agreement of sale and Sale Deed which includes the value of undivided share of land, value of area of apartment/flat etc., i.e. applicable GST and all other taxes as and when demanded during the currency of this contract/agreement as per the taxation statutes in vogue or basing on any future tax legislations as may be applicable till delivery of possession of the completed apartment as described in Schedule 'A' Apartment below and also till execution and registration of Sale Deed. The Purchaser/s herein shall sign and execute declarations, bye-laws, affidavits, undertakings, papers and documents required to be submitted to the Electricity Department, Hyderabad Municipal Water Supply and Sewerage Board and other Authorities as required by the VENDOR/Developer herein from time to time.

The Purchaser/ Allottee (s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.4 It is agreed that the Developer/Vendor shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at schedule-'D' and 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment and the project without the previous written consent of the allottees as per the provisions of the Act. Provided that the promoter may make such minor additions 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/Developer/Vendor 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 Purchaser/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 Developer/Vendor shall not be liable after handing over.

For Vaishnavi Infracon India Private Limited


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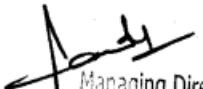
- 1.5 The Developer/Vendor shall confirm to the final carpet and Saleable super built-up area that has been allotted to the Purchaser/Allottee at the time of handing over the Schedule 'A' Apartment after the construction of the Building is completed and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable super built-up area.
- 1.6 Subject to Clause 9.3 the Developer/Vendor agrees and acknowledges, the Purchaser/Allottee shall have the right to the Schedule 'A' Apartment as mentioned below:
- (i) The Purchaser/ Allottee shall have exclusive ownership of the Schedule 'A' Apartment;
 - (ii) The Purchaser/ Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser/ Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/ Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer/Vendor shall hand over the common areas to the association of Purchaser/ Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Schedule 'A' Apartment includes recovery of price of land, construction cost of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas etc. and excludes the cost for providing amenities, cost of construction of Club House, allotment of car parking area/s etc., as per schedule-'C'.

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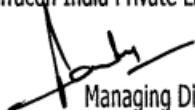
- (iv) The purchaser/s understands, acknowledges and agrees that visiting the Schedule 'A' Apartment during construction period is unsafe due to ongoing work, high rise buildings, presence of construction material, huge labour, non-availability of lifts, high possibility of accidents and hence the Purchaser/s in the interest of safety agrees to visit the construction site only after completion and the site being ready for inspection.
- 1.7 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/ Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/Allottees /flat Owners of the Project.
- 1.8 The Vendor/Developer agrees to pay all outgoings before transferring the physical possession of the Schedule 'A' Apartment to the Allottee, which it has collected from the Allottee, 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 Developer 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 Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

For Vaishnavi Infracon India Private Limited


Managing Director

- 1.9 The purchaser/s undertakes to pay all the installments on time as stipulated in Schedule 'C' hereunder and agrees to pay interest @ ____% per annum for any delayed payments / installments beyond 15 days from the due dates of each installment. In the event of delay/default by the Purchaser/s to pay the respective installment amounts and other sums referred to in Schedule 'C' hereunder beyond 15 days, the VENDOR/Developer herein shall be entitled to issue Notice of termination of this Agreement calling upon the Purchaser/s to pay the amounts due and within Ten (10) days from the date of receipt of such demand notice from the VENDOR/Developer herein, the Purchaser/s will be allowed to pay the arrears with interest @ ____% P.A. w.e.f. such default, within a period of 30 days from the date of such notice.
- 1.10 If the Purchaser/s fail/s to pay the arrears even after receipt of such notice of termination, this Agreement shall be deemed to have been terminated/cancelled/rescinded automatically without any further notice to the Purchaser/s and shall enable the VENDOR/DEVELOPER herein to refund amounts paid by the Purchaser/s by such time after forfeiture/by deduction of 5% of total sale consideration stipulated herein as liquidated damages and any GST/Tax paid to the Government by such time and refund the balance, if any, to the Purchaser/s through Banker's cheque or by way of electronic remittance (RTGS) directly to the bank account of the Purchaser/s and thereafter VENDOR/DEVELOPER herein shall be entitled to sell the Schedule 'C' Apartment to any other third parties.
- 1.11 In the event of termination as aforesaid, the VENDOR/DEVELOPER herein in spite of arbitration clause, shall be entitled to recover from the Purchaser/s 5% of the total sale consideration reserved herein as liquidated damages by adjusting/appropriating the same from out of the amounts paid by the Purchaser/s till the date of termination and refund the balance, if any, as stipulated above.

For Vaishnavi Infracon India Private Limited


Managing Director

1.12 Upon termination of this Agreement, the Purchaser/s shall not have any claim/s over the Schedule 'A' Apartment and/or on the VENDOR/DEVELOPER herein

1.13 The VENDOR herein shall be entitled to deal with Schedule 'A' Apartment as it may deems fit for its benefit without any reference to Purchaser/s.

1.14 If in the event, the Purchaser/s makes the payment of the arrears within the time stipulated as per the notice of termination with overdue interest, the right of the VENDOR/DEVELOPER herein to terminate this Agreement would lapse for such default and this Agreement continues to be valid. However, the VENDOR/DEVELOPER herein at its sole discretion may extend period stipulated herein to receive the unpaid sums with interest from due date to till the repayment in full with or without any additional penalty as per the sole decision of the VENDOR/Developer herein.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement, the Purchaser/Allottee shall make all payments within the stipulated time as mentioned in the Schedule 'C' Payment Plan through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Vendor/Developer' payable at Hyderabad.

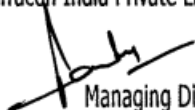
For Vaishnavi Infracon India Private Limited


Managing Director

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Purchaser/s, if he/she is a non-resident of India (NRI), shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Acts & extant Rules, issued by the concerned authorities, made hereunder or any other statutory amendments/modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, sale, transfer of immovable property, cancellation of the agreement, etc., and provide the VENDOR/DEVELOPER herein with such permissions, approvals which would enable the VENDOR/DEVELOPER herein to fulfill its obligations under this Agreement. The Purchaser/s agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by RBI or any other statutory authorities, the Purchaser/s alone shall be liable for any action (including any penal action) under FEMA and other applicable laws from time to time. The Purchaser/s shall keep the VENDOR/DEVELOPER herein fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s subsequent to entering into this Agreement, it shall be the sole responsibility of the Purchaser/s to intimate the same in writing to the VENDOR/DEVELOPER herein immediately and comply with necessary formalities if any under the applicable laws. The VENDOR herein shall not be responsible towards any third party making payments, remittances on behalf of any Purchaser/s and such third party shall not have any right in the Schedule 'A' Apartment in any way and the VENDOR/DEVELOPER herein shall issue the payment receipts in favor of the Purchaser/s only. For NRI's Payments, they are to be made from their own NRI/NRE/NRO A/c's only. If any payment is made from Purchaser/s NRE or NRO account, PAN Card details should be submitted.

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Managing Director

3.2 The Developer/Vendor accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser/ Allottee shall keep the Promoter/Developer/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/ Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Developer/Vendor immediately and comply with necessary formalities if any under the applicable laws. The Developer/Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser/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 Developer/Vendor shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Purchaser/Allottee authorizes the Developer/Vendor to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/Allottee against the Schedule 'A' Apartment, if any, in his/her name and the Purchaser/Allottee undertakes not to object/demand/direct the Developer/Vendor to adjust his payments in any manner.

For Vaishnavi Infracon India Private Limited



Managing Director

5. TIME IS ESSENCE:

The Developer/Vendor 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 Schedule 'A' Apartment to the Purchaser/Allottee and the common areas to the association of Purchaser/Allottee or the competent authority, as the case may be.

The Purchaser/s agree/s that the time is an essence of this contract/agreement with respect to payment of total sale consideration and other charges, deposits and amounts payable by the Purchaser/s in terms of this Agreement and/or as demanded by the VENDOR/DEVELOPER herein from time to time and shall also to perform/observe all the other obligations of the Purchaser/s under this Agreement. The VENDOR/DEVELOPER herein is not under any obligation to send any repeated reminders for the payments which are to be made by the Purchaser/s under the schedule of payments. All payments shall be made by the Purchaser/s as may be demanded by the VENDOR/DEVELOPER herein from time to time as per the Schedule 'C'.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Purchaser/Allottee has seen the proposed construction plan, specifications, amenities and facilities of the Schedule 'A' Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer/Vendor shall develop the Project in accordance with the said Building Permit, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Developer/Vendor undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by Greater Hyderabad Municipal Corporation Act.

For Vaishnavi Infracon India Private Limited


Managing Director

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the Schedule 'A' Apartment –

The VENDOR/DEVELOPER herein shall deliver and put the Purchaser/s in constructive possession, actual, physical, vacant possession of Schedule 'A' Apartment on execution of Sale Deed against payment of balance sale consideration and all other amounts due under this Agreement and compliance of all the terms and condition herein contained by the Purchaser. That on sale of Schedule 'A' Apartment, the Purchaser/s shall have no claim of whatsoever nature against VENDOR/DEVELOPER herein.

The possession of the Schedule 'A' Apartment in Schedule Project Land will be delivered by the VENDOR/Developer herein to the Purchaser/s simultaneously with the execution and registration of Sale Deed after completion of construction which shall be on or before **31-May-2028** with a further grace period of 6 months. The Sale Deed will also be executed and registered subject to payment of all the amounts as per Schedule of payment by the Purchaser/s. Though every effort will be made to obtain electrical, water and sewerage connections within the stipulated time, no responsibility will be accepted by the VENDOR/DEVELOPER herein for any delays' in obtaining such connections, Clearances, Occupancy and other Certificates from the statutory authorities due to the circumstances beyond the control of VENDOR/DEVELOPER herein and on account of administrative delays and change of governmental policies. The purchaser/s shall not be entitled to claim any damage/losses/interest against the VENDOR/DEVELOPER herein on the ground of such delay. If there is delay in securing permanent connections, temporary connections will be provided till permanent connections are obtained. The Purchaser/s shall however pay the consumption charges as per the bills raised from time to time.

For Vaishnavi Infracon India Private Limited



Managing Director

Force Majeure: The VENDOR/DEVELOPER herein shall not be held liable if it is unable to complete the construction of the Apartment complex and other common amenities and/or the Schedule 'A' Apartment and deliver possession by the aforesaid date by reason of civil commotion or by any Act of God or if the delay is as a result of any Rule, Notification of the Government, Municipal Authority, plan sanctioning authorities, any Court and/or any other Public or Competent Authority prohibiting development and/or construction activities or for reasons constituting events relating to 'Force Majeure' and for reasons beyond the control of the VENDOR herein and in any of the aforesaid events, the herein shall be entitled to extension of time corresponding to such force majeure period for delivery and possession of the completed apartment and the amount paid till then by the Purchaser/s under this Agreement shall not be refunded.

The Purchaser/ Allottee agrees and confirms that, in the event it becomes impossible for the Developer/Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/Vendor shall refund to the Purchaser/Allottee the entire amount received by the Developer/Vendor from the allotment within 90 days from that date. The Developer/Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer/Vendor and that the Developer/Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

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Managing Director

7.2 Procedure for taking possession

The Possession of the Schedule 'A' Apartment will be delivered to the Purchaser/s by the VENDOR herein after the same is ready for use and occupation provided all the amounts due and payable by the Purchaser/s under this Agreement are fully paid on time to the VENDOR/Developer herein in-toto.

The Purchaser/s shall take possession of Schedule 'A' Apartment after paying in full and all the dues including various deposits mentioned in this Agreement and overdue interest if any, within (10) ten days from the date of receipt of the notice in writing to the Purchaser/s intimating that the Schedule 'A' Apartment is ready for use and occupation and the parties herein declare and confirm that the time is the essence of this contract/agreement.

The Developer/Vendor agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Developer/Vendor shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser/Allottee or any authority or third party on whom the Developer/Vendor has no control. The Purchaser/Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Purchaser/Allottees. The Developer/Vendor shall hand over the copy of the occupancy certificate to the Apartment, as the case may be, to the Purchaser/ Allottee at the time of delivery of the Flat.

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7.3 Failure of Purchaser/Allottee to take Possession of Schedule 'A' Apartment

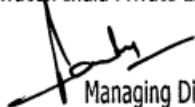
The Purchaser's failure to take possession of the Schedule 'A' Apartment within 10 days from the date of intimation to take possession shall be liable to pay an amount of Rs.5,000/- per month (Rupees Five Thousand Only) towards holding charges to the VENDOR/Developer herein apart from the payment of regular maintenance charges, which the Purchaser/s agree to pay the same to the VENDOR herein in addition to the other amounts as stipulated Supra, in addition to the sale consideration and applicable interest thereon.

Upon receiving a written intimation from the Developer/Vendor as per Clause 7.2, the Purchaser/Allottee shall take possession of the Schedule 'A' Apartment from the Developer/Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer/Vendor shall give possession of the Schedule 'A' Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in Clause 7.2, such Purchaser/Allottee shall continue to be liable to pay maintenance charges and other charges as may be decided by the Developer/Vendor towards holding charges.

7.4 Possession by the Purchaser/Allottee

The Purchaser/s upon taking possession of the Schedule 'A' Apartment, shall be deemed to have accepted that the Schedule 'A' Apartment is fully completed in all respects as per the specifications appended in Schedule 'D' and 'E' herein and Purchaser/s shall not have any claim against the VENDOR/DEVELOPER herein thereafter.

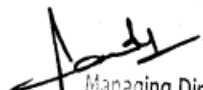
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The Purchaser/s shall be liable to bear and pay forthwith to the VENDOR/DEVELOPER herein the following expenses commencing from (10) ten days after notice is given by the VENDOR herein to the Purchaser/s to the effect that the Schedule 'A' Apartment is ready for use and occupation by the Purchaser/s, irrespective of whether the Purchaser/s takes possession, occupies the same or not:

- a) Their proportionate share of electricity charges, if the individual meters are not ready by that time for any reason.
- b) The Purchaser/s shall pay the property taxes to the GHMC from the date the Schedule 'A' Apartment is assessed for payment of property taxes and the notice for payment of tax/demand is received from the Authority irrespective of the fact whether the Purchaser/s takes possession, occupy the same or not and gets the Sale Deed registered or not.
- c) Purchaser's share of monthly maintenance charges for maintenance of common amenities/facilities.

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7.5 Cancellation by Purchaser/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 Developer, the Vendor/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within three months of such cancellation or at the time that the Promoter is able to resell the said Apartment/Plot to another purchaser, whichever is later.

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

In case of delay in delivery of the Schedule 'A' Apartment for the reasons other than what is stated above, after completion of stipulated period together with the 6 months grace period, the VENDOR/DEVELOPER herein shall pay to the Purchaser/s an interest @ 10% per annum on the amounts paid by the purchaser/s by such time only for such delayed period till the date of intimation of completion of the Schedule 'A' Apartment, provided that the Purchaser/s has/have paid all the amounts payable as per this Agreement and within the stipulated periods and has not suffered any default at any prior point of time in payment of amounts. However, if the delay is on account of Purchaser/s seeking modifications in Schedule 'A' Apartment, there is no liability on the part of the VENDOR/DEVELOPER herein to pay any interest/damages as aforesaid. The 'delayed period' mentioned in this clause for the purpose of payment of interest is a period commencing from the following day of expiration of stipulated period for completion plus 6 months grace period thereon till the actual delivery of possession of the apartment/flat or till the date of intimation by the VENDOR/DEVELOPER herein to the Purchaser/s stating that the apartment/flat is ready for delivery and requiring the Purchaser/s to take delivery thereof, whichever is earlier.

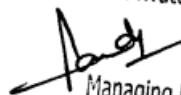
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8. REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER:

1. The Developer/Vendor hereby represents and warrants to the Purchaser/Allottee as follows:
 - (i) The VENDORS/LANDOWNERS has/have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Developer/Vendor has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project,
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Developer/Vendor has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
 - (vi) The Developer/Vendor has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;

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- (vii) The Developer/Vendor has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the Schedule 'A' Apartment which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement.
- (ix) The Developer/Vendor confirms that it is not restricted in any manner whatsoever from selling the Schedule 'A' Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement.
- (x) At the time of execution of the Sale deed, the Developer/Vendor shall handover lawful, vacant, peaceful, physical possession of the Schedule 'A' Apartment to the Purchaser/Allottee and the common areas to the association of Purchaser/Allottee or the competent authority, as the case may be. If the Purchaser requests for execution of sale deed during the progress of construction, then a symbolic possession of the Schedule 'A' Apartment will be delivered and upon completion of the Schedule 'A' Apartment and project, the actual possession will be delivered as per the above time schedules.
- (xi) The Developer/Vendor has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Purchaser/Allottee and the association of Purchaser/Allottee or the competent authority, as the case may be;

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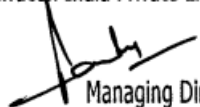
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer/Vendor in respect of the said Land and/or the Project except those disclosed in the title report.
2. The Purchaser/Allottee /s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Developer/Vendor as follows :-
- i. To maintain the Apartment at the Purchaser/Allottee 's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
 - ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser/Allottee in this behalf, the Purchaser/Allottee shall be liable for the consequences of the breach.

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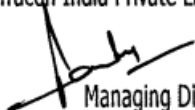
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Developer/Vendor to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair 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 Developer/Vendor and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

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- 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 Developer/Vendor 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 Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- ix. The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the expenses or other out-goings in accordance with the terms of this Agreement.

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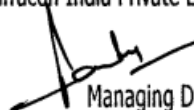
- x. Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total builtup area/units are sold off, the Purchaser/Allottee shall permit the Promoter/Developer/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xi. Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total built-up area/units are sold off, the Purchaser/Allottee shall permit the Promoter/Developer/Vendor and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Developer/Vendor fails to provide ready to move in possession of the Schedule 'A' Apartment to the Purchaser/Allottee within the time period specified in Clause 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. 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 and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

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

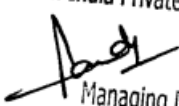
- (i) In case the Purchaser/Allottee fails to make payments for demand made by the Developer/Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser/Allottee shall be liable to pay interest to the Developer/Vendor on the unpaid amount at the rate prescribed in the Rules;

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- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond the stipulated period in the said demand Notice from time to time, the Developer/Vendor may cancel the allotment of the Schedule 'A' Apartment in favour of the Purchaser/Allottee and refund the money paid to him by the Purchaser/Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Developer/Vendor shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Developer/Vendor within a period of ninety (90) days after termination or the date on which the Developer/Vendor is able to resell the Apartment to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT: The Vendor/Developer, on receipt of Total Price of the Schedule 'A' Apartment and other payments as per Schedule 'C' 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/Allottee. However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/Allottee authorizes the Developer/Vendor to withhold registration of the Sale/conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer/Vendor is made by the Purchaser/Allottee.

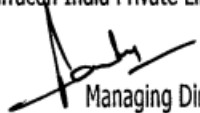
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11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT, CLUB AREA/AMENITIES BLOCK, ITS FACILITIES, CORPUS FUND DEPOSIT & COMMON MAINTENANCE:

11.1 The VENDOR/ DEVELOPER herein has decided to float a Corpus Fund for the entire High-Rise Multi-Storied Residential Apartment Complex which is payable by the ultimate Purchasers of the residential apartments/flats including the purchaser/s herein at the time of delivery of the possession of the Residential apartments/flats and such Corpus Fund is fixed at Rs._____-/- per Sq. Ft. of Carpet area being proportionate contribution towards Corpus Fund. The Purchaser/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the VENDOR/DEVELOPER herein at the time of execution and registration of Sale Deed in his/her/their favour in respect of the Schedule 'A' Apartment.

11.2 Such fund will be governed and held initially by the VENDOR/DEVELOPER herein as a custodian and subsequently by the Association and after the construction of Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the owners of the apartments/flats in the complex after its formation.

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- 11.3 The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank/top three Private Sector Scheduled Banks in India based on their overall deposit holdings/ Tax free bonds issued by the Government of India or Undertakings of the Government of India and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the apartments/flats in the entire Complex in the same proportion in which they contribute the monthly maintenance charges.
- 11.4 The Purchaser/s shall pay to the VENDOR/DEVELOPER herein at the time of registration of Sale Deed, a sum of Rs.____/- (Rupees _____only) per Sq. Ft. of Carpet area of the apartment/flat as one-time payment towards “Common Area Maintenance Charges” for an initial period of 2 years with effective from the date on which the VENDOR/DEVELOPER herein announces that the administration and maintenance of the Complex or phases of construction has became operational. If any point of time, during the period of above two years, if such onetime payment made towards common area maintenance charges are not sufficient to meet the expenditure to be incurred, the Purchaser/s herein and all other Purchasers/s shall pay such additional sums from time to time as per the demand made by the VENDOR/DEVELOPER herein without raising any objection of whatsoever nature.

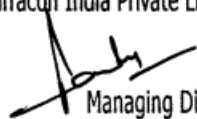
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- 11.5 After the expiry of the initial period of two (2) years, the VENDOR/DEVELOPER herein agrees to transfer the administration of maintenance of the common areas of the Complex to the Owners Association. However, upon expiry of the said initial period of two (2) years, the Purchaser/s herein and all other owners/occupants of the apartments/flats in the project shall regularly pay proportionate monthly maintenance charges to the Owners Association.
- 11.6 The Purchaser/s shall permit the VENDOR/DEVELOPER herein and/or Maintenance Company and/or Association as the case may be, their agents, with or without workmen at all reasonable times to enter into and upon the Schedule 'A' Apartment or any part thereof for the purpose of repairing, maintaining, re-building, cleaning and keeping in order and condition all services, drains, or other conveniences belonging to or servicing or used for the Schedule 'A' Apartment and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes and also for the purpose of cutting off the supply of water and electricity and other facilities etc., to the Schedule 'A' Apartment if defaulted in paying their share of the water, electricity and other charges and proportionate common areas and facilities monthly maintenance charges.
- 11.7 **CLUB AREA/AMENITIES BLOCK, ITS FACILITIES:** The Club Area/Club Facilities/Amenities Block will be provided by the VENDOR/DEVELOPER herein in a particular earmarked space in the complex to be constructed on the Schedule Project land and the VENDOR/DEVELOPER herein will be providing Club Area/Club Facilities/Amenities area for the use and enjoyment of all owners/occupants of all the residential apartments/flats in '_____', in Schedule Project Land. All the Flat owners/Purchaser/s of the apartments/flats in the entire project viz. '_____' in Schedule Project Land shall be irrevocably entitled to use and enjoy the facilities available in the Club Area/Club Facilities/ Amenities area according to the terms and conditions and payment of the user charges as prescribed by VENDOR//DEVELOPER herein or by Agency appointed by VENDOR/DEVELOPER herein undertaking the administration of maintenance of such club house or as per the Bye-laws to be framed and formulated from time to time by the Association formed among the owners of the apartments/flats in the entire project as the case may be to administer, run and manage the amenities.

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- 11.8 The Club Area/Club Facilities/Amenities area and facilities will be handed over by the VENDOR/DEVELOPER herein to the Association at the time of handing over the administration of maintenance of common amenities and facilities and on such handing over, the club area, its facilities/amenities Area shall be to the exclusive ownership and possession of the association representing all the owners of apartments/flats as its members.
- 11.9 The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Purchaser/s / owners /occupants of all the Apartments in '_____' and in the event of transfer of ownership of Schedule 'A' Apartment by the Purchaser/s herein, such transferee will be automatically entitled to the benefits of the Club Area/Club Facilities/Amenities Area and its facilities and the transferor shall cease to be the member of the Club Area/Club Facilities/Amenities Block.
- 11.10 As long as the administration of maintenance of common areas, amenities and facilities are undertaken by the VENDOR/DEVELOPER herein, the VENDOR/DEVELOPER herein shall also undertake the administration of the Club House Facilities. It is further agreed that VENDOR/DEVELOPER herein either by itself or through an agency appointed by it can undertake administration of maintenance of Club Facilities and thereafter the activities of the Club House shall be run by the Owners' Association/s as envisaged under this Agreement. The Purchaser/s and other users of the Club House are liable to pay the user charges for the facilities provided in the Club as may be fixed from time to time by the VENDOR/ DEVELOPER herein or such Agency undertaking the maintenance of Club House or the Owners' Association as the case may be.

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- 11.11 The VENDOR/DEVELOPER herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for establishment of various services and facilities etc. All the contracts to be entered by the VENDOR/DEVELOPER herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the Association to be formed among the owners of the Apartments/Flats to whom the VENDOR/DEVELOPER herein will hand over the Club House and its facilities as well as administration of maintenance of common areas, amenities and facilities.
- 11.12 The Developer/Vendor 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 Purchasers/Allottees of all the Apartments and the cost of maintenance shall be borne by the Developer/Vendor and the Purchaser/Allottee, proportionate to the plots/apartments/buildings in their respective occupation.
- 11.13 All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment 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/Allottee, the Developer/Vendor shall be the occupant in respect of any plot/apartment/building.

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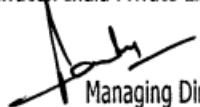


Managing Director

12. DEFECT LIABILITY:

1. It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/Vendor as per the agreement for sale relating to such development is brought to the notice of the Developer/Vendor within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Promoter/Developer/Vendor 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 Purchaser/Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
2. Notwithstanding anything contained in the above clause the following exclusions are made:
 - a. Equipment (lifts, generator, motors, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Developer/Vendor shall transfer manufacturers guarantees/warranties to the Purchaser/Allottee or association of Purchaser/Allottee as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Allowable structural and other deformations including expansion quotient.
 - d. The terms of work like painting etc. which are subject to wear and tear.
 - e. Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/s or Act of God do not fall under the scope of maintenance under defect liability. In case of disputes as to quantity or quality in the construction of Schedule 'A' Apartment, the decision of the Architect of the project is final and binding.

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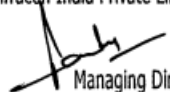

Managing Director

3. The Purchaser/Allottee shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Purchaser/Allottee or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Purchaser/Allottee or the association of the Purchaser/Allottee as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Developer/Vendor / maintenance agency /association of Purchaser/Allottee shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchaser/Allottee 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 project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser/Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchaser/Allottee formed by the Purchaser/Allottee for rendering maintenance services.

For Vaishnavi Infracon India Private Limited


Managing Director

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Schedule 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 Purchaser/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 Purchaser/Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Schedule Apartment.

For Vaishnavi Infracon India Private Limited


Managing Director

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

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

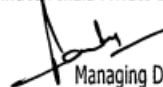
The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS: The Developer/Vendor 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. HOWEVER the DEVELOPER is empowered to modify, add and/or delete the contents in the sanctioned plan and to make such modifications, additions, deletions etc., in the sanctioned plan as may be required or directed/permitted by the Authorities concerned or due to technical or other exigencies and however such modifications or changes do not in any way reduce the Saleable area mentioned hereunder offered for sale to the Purchaser/Allottee.

18. MORTGAGE OR CREATE A CHARGE:

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

For Vaishnavi Infracon India Private Limited


Managing Director

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

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

- a) with respect to a real estate project, the Developer/Vendor shall submit an application to the Registrar for registration of the Association of Purchaser/Allottee as a society under the 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/Allottees in such a project have taken possession and the Promoter/Developer/Vendor has received the full consideration from such Purchasers/Allottees. All the Purchasers/Allottees on payment of full consideration shall become members of such Association of Purchasers/Allottees formed by the Promoter.
- b) If the Developer/Vendor fails to form the Association of Purchasers/Allottees, the Authority shall by an order direct the Promoter/Developer/Vendor to apply for formation of such Association or may authorize the Purchasers/Allottees to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Purchasers/Allottees under Section 17, the Developer/Vendor 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 Purchaser/Allottee without any restriction or entry of the building and development of common areas.

For Vaishnavi Infracon India Private Limited


Managing Director

- 20. BINDING EFFECT:** Forwarding this Agreement to the Purchaser/Allottee by the Developer/Vendor does not create a binding obligation on the part of the Developer/Vendor or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendor/Developer. If the Purchaser/Allottee (s) fails to execute and deliver to the Developer/Vendor this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Developer/Vendor shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/Allottee in connection therewith including the booking amount shall be returned to the Purchaser/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 Apartment/building, as the case may be.
- 22. RIGHT TO AMEND:** No Decision or exercise of discretion/judgment/opinion/ approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document/supplemental Agreement executed between the parties and such supplemental Agreements are part and parcel of this Agreement.

For Vaishnavi Infracon India Private Limited


Managing Director

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ALLOTTEE / SUBSEQUENT PURCHASER/ALLOTTEE: 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 Purchaser/Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

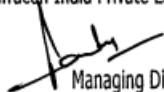
24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

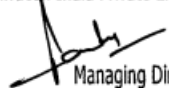
25. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with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

For Vaishnavi Infracon India Private Limited


Managing Director

- 26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser/Allottee has to make any payment, in common with other Purchaser/Allottee (s) in Project, the same shall be the proportion which the Saleable area of the Apartment bears to the total Saleable 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 Developer/Vendor through its authorized signatory at the Promoter's Office or at any place the parties mutually and after the Agreement is duly executed by the Purchaser/ Allottee and the Developer/Vendor or simultaneously with the execution the said Agreement shall be registered at the concerned Sub-Registrar having Jurisdiction to present this document. Hence this Agreement shall be deemed to have been executed at Hyderabad/Ranga Reddy.
- 29. NOTICES:**
- 29.1 Any notice or correspondence to be sent to any party under this Agreement shall be addressed and sent to their respective addresses mentioned in this Agreement and such notices and correspondence are deemed to have been served on the parties if addressed and sent by Certificate of Posting or by Courier or by personal delivery or through E-mail. The party sending notice/correspondence is not responsible for non-delivery due to change in the address if the party changing the address has not intimated in writing the change in the address.

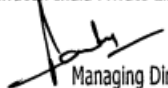
For Vaishnavi Infracon India Private Limited



Managing Director

- 29.2 In case there are joint Purchaser(s) all communications shall be sent by the VENDOR/DEVELOPER herein to the Allottee/Purchaser whose name appears first and at the address given by the Purchaser/s for mailing which shall for all intents and purposes be considered as properly served on all the Purchaser/s and no separate communication shall be necessary to the other named applicants.
- 29.3 The Purchaser/s shall get their complete address registered with the VENDOR/DEVELOPER herein and it shall be his responsibility to inform the VENDOR/DEVELOPER herein by registered A.D letter about all subsequent changes in his address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him at the time when those should originally reach at such address and he shall be responsible for any default in making payment and other consequences that might occur there from.
- 29.4 Non receipt of notices about the completion of mile stones of constructions for the purpose of remitting the installments as per this agreement is not acceptable. Though the VENDOR/DEVELOPER herein ensures to communicate the due installments through the registered communication address, it is the obligation of the Purchaser/s to know the progress of construction from time to time and make the payments accordingly.

For Vaishnavi Infracon India Private Limited



Managing Director

- 30. SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/Allottee, in respect of the apartment as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Purchaser/Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.
- 31. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 32. DISPUTE RESOLUTION, SPECIFIC PERFORMANCE :**

Subject to Clause below, in the event of default by the VENDOR/DEVELOPER herein, the Purchaser/s is/are entitled to enforce specific performance of this contract. Similarly in the event of default by the Purchaser/s, the VENDOR/DEVELOPER herein shall be entitled to enforce specific performance of this agreement or take action as per this Agreement.

In the event of breach of the terms of this Agreement to Sale or in the event of any differences or disputes arising between the parties in regard to this Agreement or any matter relating thereto, the same shall be referred to a sole Arbitrator to be mutually appointed by the VENDOR/DEVELOPER herein and the Purchaser/s and the Award of the Arbitrator shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act, 1996 in force. The Arbitration shall be conducted in English Language and the place of Arbitration shall be in Hyderabad.

The courts at Ranga Reddy Districts alone shall have jurisdiction in all matters relating to this Agreement.

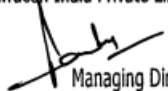
For Vaishnavi Infracon India Private Limited



Managing Director

- 33. CUSTODY:** This Agreement is prepared in two sets. One set will be with the VENDOR/DEVELOPER herein, the other set will be with the Allottee / Purchaser and both sets are treated as Originals by the Parties.
- 34. ASSIGNMENT:** The Purchaser/s shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the VENDOR/DEVELOPER herein. It is explicitly made clear that the VENDOR/DEVELOPER herein is not obligated to give its consent for any assignment/transfer by the Purchaser/s as this contract is exclusive in nature. The VENDOR/DEVELOPER herein is not obligated to give its consent for any assignment/transfer till their primary sale of all Apartments is fully completed.
- 35.** It is also agreed that, in the event the VENDOR/DEVELOPER herein gives its consent for assignment/transfer of Purchaser's/s' interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Purchaser/s is/are required to comply and pay the total sale consideration under this agreement and further the VENDOR/DEVELOPER herein shall be entitled to charge Rs._____/ - (Rupees _____ Only) per Sq. Feet of the Schedule 'A' Apartment as their administrative charges and transfer fee for giving such consent.
- 36.** It is also made clear that the Purchaser/s will not be able to assign his/her/their rights in parts/portions i.e., the Purchaser/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. In the event of the VENDOR/DEVELOPER herein granting such permission, the Allottee/Purchaser and his assignee/nominee ensure to execute the required documentation at their cost as advised by the VENDOR/DEVELOPER herein and pay the necessary taxes, duties that are associated with such transfer.

For Vaishnavi Infracon India Private Limited


Managing Director

37. INTERIOR WORK :- All the interior related works that the Purchaser/s may undertake upon his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s by the VENDOR//DEVELOPER herein without disturbing the structure like beams, columns etc. The Purchaser/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 9 A.M. and 6 P.M. The VENDOR/DEVELOPER herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s but originally carried out by the VENDOR/DEVELOPER herein. The VENDOR/DEVELOPER herein is not answerable for any thefts during the course of the interior works. While undertaking the interior works, if any damage is caused to the structures or facilities in the common areas and facilities in the project, the Allottee/Purchaser shall bear and pay the charges incurred by the VENDOR/DEVELOPER herein or the Association as the case may be towards undertaking repair of the same and the Allottee/Purchaser shall pay the amount as demanded by the VENDOR/DEVELOPER herein or Association as the case may be and the quantum of amount assessed for such repairs by the VENDOR/DEVELOPER herein shall be final and binding on the Purchaser.

38. The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/s would be on receipt of the total consideration, taxes and other amounts as applicable from the Purchaser/s and would be in the manner the VENDOR/DEVELOPER herein advises the Purchaser/s.

For Vaishnavi Infracon India Private Limited


Managing Director

SCHEDULE PROJECT LAND

All that the land admeasuring 4589.09 Sq.Yds or 3837.07 square meters situated in Sy.No.12/A/1 of Jillelaguda Village, Balapur Mandal, Ranga Reddy District, Telangana State, Residential Apartment Complex known as **"Vaishnavi Advaita"** comprising 1 cellar + 2 Stilts + 8 upper floors on the Schedule Project Land with all facilities and amenities as listed herein, and bounded as follows: -

North : Sy.No. 12 & 14 of Jillelguda Village
South : 40' feet wide road
East : Gayathri Enclave HUDA Layout Part Sy.No.12
West : Owner's land part of Sy.No.13

SCHEDULE 'A' APARTMENT

(The Apartment hereby agreed to be sold to the Purchaser/s)

All that the Residential Apartment / Flat No. ____ totally admeasuring _____ sq. ft of saleable area (super built-up area) comprising of _____ Sq. ft of carpet area on _____ Floor, exclusive Balcony area admeasuring _____ sq. ft and Proportionate common area admeasuring _____ sq. ft together with undivided share of land admeasuring _____ sq. yards along with allotment of ____ car parking/s bearing **No's** _____ in basement _____ in the Residential Apartment Complex known as '_____' being constructed on the Schedule Project land and the apartment is bounded by:

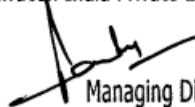
North:

South:

West:

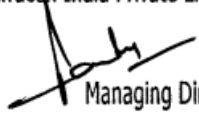
East:

For Vaishnavi Infracon India Private Limited


Managing Director

SCHEDULE 'B' -FLOOR PLAN OF THE APARTMENT

For Vaishnavi Infracon India Private Limited


Managing Director

SCHEDULE 'C' - PAYMENT PLAN

The 'Total Price' for sale of Schedule 'C' Apartment is Rs. _____ /-(Rupees _____ Only). The Allottee / Purchaser has already paid to the VENDOR herein Rs. _____ /- (Rupees _____ Only) being advance/earnest amount and the VENDOR/Developer herein admits and acknowledges the receipt of the same and the Vendee has also paid an amount of Rs. _____/- towards GST. The balance amount of Rs. _____/- (Rupees _____ Only) shall be payable by way of the following installments:

Payment Schedule

S No	Stages Of Payment	Payable
1	Booking Advance	
2	Remaining 10% balance within 10 days from the DOB	
3	On Completion of 1st slab (Basement)	
4	On Completion of 3rd slab- Stilt-2	
5	On Completion of 5th slab- Second Floor	
6	On Completion of 7th slab-Fourth Floor	
7	On Completion of 8th slab-Fifth Floor	
8	On Completion of 9th slab-Sixth Floor	
9	On Completion of 10th slab-Seventh Floor	
10	On Completion of 11th slab- Eight Floor	
11	On Completion of Brick Work of Respective Flat	
12	Final Payable on Hand Over	
	Total	100%

The payment should be made by way of Account payee Cheque / Demand Draft favoring "M/s. **VAISHNAVI INFRACON INDIA PVT LTD-VAISHNAVI ADVAITHA**" payable at Hyderabad. In case of cheque returns, an amount of Rs.500/- per each return will be charged as cheque return charges. Interest will accrue from the due date and company reserves right to initiate legal recovery measures.

Registration charges – Stamp duty, registration fee etc., at the time of Registration of Agreement of sale and sale deed as per applicable laws in force, payable by Purchaser/s.

Applicable Taxes:

GST @ 5% (Subject to change as per the rules/laws from time to time and payable along with each installment as mentioned in payment schedule) on total sale consideration.

For Vaishnavi Infracon India Private Limited


Managing Director

SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

STRUCTURE

1 levels of cellars, 2 stilt and 8 upper floors of RCC framed structure to withstand wind & seismic loads.

FOUNDATIONS, STRUCTURE AND SUPER STRUCTURE:

- Earthquake resistant RCC framed structure, table moulded clay red brick inner walls 4½", external walls 9"

DOORS:

- Main door with best teakwood frame (BT) & Teakwood door with polish.
- Internal door with Teak wood frame and moulded flush doors.

WINDOWS

- UPVC windows

FINISHING

- Walls internal: cement plastered, smooth putty finish with plastic emulsion paint.
- Walls / columns in parking area: Cement plastered with column design.
- External Walls: Cement plastered, Weathered proof paint (APEX).
- Toilet walls: GVT tiles up to ceiling level.
- Kitchen walls: Dado in ceramic tiles of 2'0" height
- Staircase: one coloured granite
- Corridors; full body vitrified tiles 600mm*600mm
- Parking area: combination of vdf and cementious tiles.

SANITARY

- Concealed pipeline, wash basin, European commode matching with tiles, standard cp fittings, provision for geysers in toilets (jaguar or equivalent)

ELECTRICAL & OTHER CABLING

- Concealed wiring with multi-stand copper cable with 3 phase meters& MCBs. Good quality modular switches, power plugs for AC, geyser, mixer, refrigerator, aqua guard & washing machine
- Intercom provision with all flats and security.

FLOORING

- Flooring with branded gvt/ double charged vitrified tiles (800mm*800mm) of reputed make.

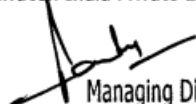
ELEVATOR

- 2nos elevators with 6 passengers' capacity with stand by generator connection.

GENERATOR

- A standard makes generator (pinnacle or equivalent).

For Vaishnavi Infracon India Private Limited


Managing Director

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

For Vaishnavi Infracon India Private Limited



Managing Director

VENDOR/DEVELOPER

PURCHASER/S

WITNESSES: -

1.

2.