

ANNEXURE
[See rule 38]

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this __ day of _____, 2023 at Hyderabad.

By and Between

M/s. RAJAPUSHPA PROPERTIES PRIVATE LIMITED, (PAN: AAECR6002Q) a company incorporated under the provisions of the Companies Act, 1956, having its office at 6th Floor, Rajapushpa Summit, Nanakramguda, Hyderabad – 500008 represented by its Development Agreement cum GPA holder

M/s. RAJAPUSHPA ASSET MANAGEMENT LLP (Reg. No.AAQ-4352), (PAN: ABAFR2031B) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 6th Floor, Rajapushpa Summit, Nanakramguda, Hyderabad – 500008 represented by its Authorised Signatory **Sri P.SREENIVAS REDDY** S/o. Late P.RAJI REDDY aged about 53 years, Occ: Business, R/o. Rajapushpa House, Tellapur, Ramachandrapuram, Sanga Reddy Dist.,

Vide Development Agreement –cum- GPA document No.11949/2023, dated: 26.09.2023, registered at S.R.O, Gandipet, Ranga Reddy Dist.,

AND

M/s. RAJAPUSHPA ASSET MANAGEMENT LLP (Reg. No.AAQ-4352), (PAN: ABAFR2031B) a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 6th Floor, Rajapushpa Summit, Nanakramguda, Hyderabad – 500008 represented by its Authorised Signatory **Sri P.JAYACHANDRA REDDY** S/o. Late P.RAJI REDDY aged about 63 years, Occ: Business, R/o. Rajapushpa House, Tellapur, Ramachandrapuram, Sanga Reddy Dist.,

(Hereinafter referred to as the "**VENDOR/DEVELOPER/PROMOTER,**" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

All the Owners are represented by their General Power of Attorney Holder Rajapushpa Asset Management LLP (the above defined VENDOR/DEVELOPER/PROMOTER).



AND

1. Mr. / Ms. _____, son / daughter / wife of Mr. _____, aged about _____ years, Occupation : _____ holding PAN : _____, AADHAAR No. _____.
 2. Mr. / Ms. _____, son / daughter / wife of Mr. _____, aged about _____ years, Occupation : _____ holding PAN : _____, AADHAAR No. _____.
- Both _____ are residents of _____

(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).

The Landowners/Vendors, Vendor/Developer/Promoter 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 Act;
- (d) **“Regulations”** means the Regulations made under the Act;
- (e) **“Section”** means a section of the Act.
- (f) **“Saleable Area”** includes Carpet Area plus balcony area which are exclusively meant for the Purchaser/Allottee plus the proportionate share of Common Areas and any other area as agreed between the Vendor/Developer/Promoter and Purchaser/Allottee in the agreement of sale for which a proportionate cost has been collected from the Purchaser/Allottee;
- (g) **“Sale Consideration”** means the Total cost of apartment excluding all the applicable Taxes and payments towards Corpus Fund & Advance Maintenance.
- (h) **“Booking Amount”** means the amount equal to Ten (10) percent of the total Sale Consideration.
- (i) **“Total Price”** means Sale Consideration along with applicable GST excluding payments towards Corpus Fund, Advance Maintenance & Registration amount.

WHEREAS:

- A. The Vendor hereto being the absolute owners and possessors of the respective parts and parcels of the land detailed below have entrusted their respective extents to VENDOR/DEVELOPER hereto (hereinafter referred to as RPAML) for the purpose of integrating the entire land and develop the same by constructing Residential

Apartments of varying sizes thereon through registered Development Agreement dated: 26.09.2023 bearing document No.11949/2023 registered at SRO., Gandipet, Ranga Reddy Dist.,

- B. The said Project Land is earmarked for the purpose of building a residential Project, comprising multi-storied residential apartment buildings and the said Project shall be known as **'RAJAPUSHPA CASA LUXURA' ("hereinafter referred as Project")**;
- C. The Vendor/Developer/Promoter 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/Promoter regarding the said Land on which Project is to be constructed have been completed;
- D. The Hyderabad Metro Development Authority (HMDA) has granted the building permission to develop the Project, vide approval Vide Lr. No. **3164/SKP/Plg/HMDA/2023 Date: 18th November, 2023** for construction of Multi-storied Residential Building Complex comprising of 5 Blocks, i.e., Blocks A, B, C, D, with 4 Cellars + 1 Stilt + 51 upper Floors and Block E consisting of 4 Cellars + 1 Stilt + 50 Upper Floors along with Club House consisting of 4 Cellars + Ground + 6 Upper Floors comprising Residential Flats on the Project Land herein.
- E. The Vendor/Developer/Promoter has obtained the sanctioned plan and approvals for the Project and also for the Apartments from HMDA. The Vendor/Developer/Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Vendor/Developer/Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Telangana, Hyderabad on _____ under registration no. _____;
- G. The Purchaser/Allottee had applied for an apartment in the Project vide application dated _____ and has been allotted with Residential Apartment No. ____ on ____ Floor of __ Block named as _____ admeasuring _____ Sq. Ft. of saleable area which comprises of _____ Sq. Ft. of Carpet Area, exclusive Balcony Area admeasuring _____ Sq. Ft., Wall Area admeasuring _____ Sq. Ft. and Proportionate Common Area admeasuring _____ Sq. Ft along with Undivided Share of Land admeasuring ____ Sq. Yards and allotment of one / two car parking slots in the multi-storied Residential Apartment Complex known as **"RAJAPUSHPA CASA LUXURA"** being constructed on the Schedule Project land (hereinafter referred to as the "Apartment" more particularly described in Schedule 'A' and the floor plan of the apartment is annexed hereto and marked as Schedule-B); which fell towards the exclusive share of the Developer in terms of Development Agreements–Cum-Irrevocable General Power of Attorneys and the Supplemental Agreements referred supra.
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. **ADDITIONAL DISCLOSURES/DETAILS:**
- (1) The Vendor/Developer/Promoter herein has earlier 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/Allottee herein to enable the later to carryout legal due-diligence to

satisfy about the title of the Vendors/Landowners herein and the Vendor/Developer/Promoter in and over the Schedule Project land and the authority of the Vendor/Developer/Promoter 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 **“RAJAPUSHPA CASA LUXURA”** project as well as the suitability of the apartment for the residential use and the conditions mentioned herein, the Purchaser/Allottee herein approached and offered to purchase the Schedule ‘A’ Apartment from the Vendor/Developer/Promoter herein. The Purchaser/Allottee has/have further confirmed that Purchaser/Allottee has/have carefully read the conditions of the Agreement and has/have understood his/her/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/Allottee 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 as mentioned in above Recital G.

- (2) The Vendor/Developer/Promoter has offered to sell to the Purchaser/Allottee and Purchaser/Allottee agrees to purchase from the Vendor/Developer/Promoter, the Schedule ‘A’ Apartment (more fully described and shown hatched 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/Promoter. Thus the Purchaser/Allottee got verified and notified that a total Saleable Area of the Schedule ‘A’ Apartment is _____ **Sq. Ft.** The Purchaser/Allottee herein will acquire ownership, title on Schedule ‘A’ Apartment area by way of purchase which includes undivided right of use on pro-rata basis in the common areas of the complex. The Sale Consideration/Sale Price payable under this Agreement is **Rs. _____/- (Rupees _____ Only)** which is in respect of the entire saleable area of the Schedule ‘A’ Apartment which is more fully delineated in the Floor Plan i.e. Schedule ‘B’ Plan appended herewith. The said entire Sale Consideration/Sale Price is deemed to be the Sale Consideration/Sale Price for the carpet area being handed over herein.
- (3) The proportionate undivided share of land to which the Schedule ‘A’ Apartment is entitled to is now mentioned in the Schedule of this Agreement of Sale. In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the entire Schedule project land along with the common areas/Club house only in favour of the Association formed among the owners, the Landowners and the Vendor/Developer/Promoter herein undertakes to execute and register such Deed of Transfer in favour of the Association. If such transfer of proportionate undivided share of land is permitted in favour of Purchaser/Allottee of Flat, such extent of proportionate undivided share of land will be mentioned in the ultimate Sale Deed to be executed and registered in favour of the Purchaser/Allottee herein. On the other hand, if the entire project land along with common areas/Club house is to be transferred in favour of the Association, the Purchaser/Allottee herein and all other Purchaser/Allottee shall bear and pay not only the Stamp Duty and Registration Fee payable in respect of the Schedule Flat herein but also the

proportionate Stamp Duty and Registration Fee payable in respect of such Deed of Transfer to be executed and registered in favour of the Association.

- (4) The original title deeds of the Schedule Project Land are in the custody of the Vendor/Developer/Promoter herein and it shall deliver the original documents to the Joint custody of the Separate Association to be formed by all the owners of the Apartments/Flats in **“RAJAPUSHPA CASA LUXURA”** simultaneously at the time when the administration of maintenance of common amenities is handed over to such Associations. After completion of the project, all the common areas, infrastructure of the project including administration of maintenance of common areas will be transferred and handed over by the Vendor/Developer/Promoter in favour of the Association to be formed among the Apartment owners in the project as per mutually agreed timelines and under the provisions of statute and Rules governing the same.
- (5) The Parties hereby confirm that the “Applicable Law” includes all applicable laws, Real Estate (Regulation and Development) Act, 2016 (16 of 2016), Telangana State Real Estate (Regulation and Development) Rules, 2017 or determination by, or any interpretation or administration having the force of law in the State of Telangana whether in effect as of the date of this Agreement or at any time hereafter. However the Parties herein agree to comply with all the provisions of RERA and state regulations in the implementation of the project and further if required the Purchaser/Allottee hereby agrees and undertakes to enter in to Supplemental Agreement if any with the Vendor/Developer/Promoter as and when required to amend terms of this Agreement in consonance with the RERA and State Rules including any amendments thereof.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer/Promoter hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the flat in the Apartment and the car parking as specified in Recital G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor/Developer/Promoter agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase, the flat in Apartment as specified in Recital G.

1.2 The Total Price for the Apartment based on the saleable area is as detailed below:

BLOCK NAME		APARTMENT No.	
FACING		FLOOR	
SALEABLE AREA (Sq. Ft.)		UDS (Sq. Yards)	
CARPET AREA (Sq. Ft.)		COMMON AREA (Sq. Ft.)	
BALCONY AREA (Sq. Ft.)		WALLS AREA (Sq. Ft.)	
NUMBER OF CAR PARKING SLOTS -			
S. No.	PARTICULARS	RATE (Rs.)	AMOUNT (Rs.)
1	Basic Price - Per Sq. Feet on Saleable Area		-
2	Floor Rise Charges - (Rs.____/Sft./Floor from 5th Floor Onwards)		-
3	East Facing Charges - (Rs.____/- Per Sq. Feet on Saleable Area)		-
4	Corner Flat Charges - (Rs.____/- Per Sq. Feet on Saleable Area)		-
5	View Premium Charges - (Rs.____/- Per Sq. Feet on Saleable Area)		-
	A C Copper Piping Charges		
6	Car Parking		
7	W.E.G.I (Water, Electricity, Gas & Infrastructure)		-
8	Club House Charges		
9	Legal & Documentation Charges		
(A)	TOTAL SALE CONSIDERATION		_____
(B)	GST as applicable on TOTAL SALE CONSIDERATION.		_____

The Total Price is inclusive of applicable GST and excluding payments towards Corpus Fund, Advance Maintenance & Registration amount.

GST is payable as applicable and levied by the concerned Government on the date of payment and is subject to change from time to time without any prior intimation.

EXPLANATION:

- (i) The 'Total Price' above includes the booking amount paid by the Purchaser/Allottee to the Vendor/Developer/Promoter towards the Apartment;
- (ii) The 'Total Price' above includes Taxes (consisting of tax paid or payable by the Vendor/Developer/Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by

the Vendor/Developer/Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Purchaser/Allottee and the project to the association of Purchasers/Allottees or the competent authority, as the case may be, after obtaining the Completion/Occupancy Certificate: Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Purchaser/Allottee to the Vendor/Developer/Promoter shall be increased/reduced based on such change/ modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Purchaser/Allottee as per actual over and above the Total Price.

- (iii) The Vendor/Developer/Promoter shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) and (ii) above and the Purchaser/Allottee shall make payment demanded by the Vendor/Developer/Promoter within the time and in the manner specified therein.
 - (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Purchaser/Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendor/Developer/Promoter undertakes and agrees that while raising a demand on the Purchaser/Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Developer/Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchaser/Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Purchaser/Allottee.
- 1.4 The Purchaser/Allottee shall make the payment as per the payment plan set out in Schedule 'C' ("**Payment Plan**").
- 1.5 The Vendor/Developer/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Purchaser/Allottee by discounting such early payments @ 10% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to Purchaser/Allottee by the Vendor/Developer/Promoter.

- 1.6 It is agreed that the Vendor/Developer/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act. Provided that the Vendor/Developer/Promoter may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Vendor/Developer/Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule to this Agreement, unless it results in structural defect. The association of Purchasers/Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Vendor/Developer/Promoter, for which the Vendor/Developer/Promoter shall not be liable after handing over.
- 1.7 The Vendor/Developer/Promoter shall confirm to the final carpet and saleable area that has been allotted to the Purchaser/Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the saleable area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Vendor/Developer/Promoter. If there is reduction in the carpet area or the saleable area then the Vendor/Developer/Promoter shall refund the excess money paid by Purchaser/Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area or the saleable area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser/Allottee, the Vendor/Developer/Promoter may demand that from the Purchaser/Allottee as per the next milestone of the payment plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in paragraph 1.2 of this Agreement.
- 1.8 Subject to paragraph 9.3 of this Agreement the Vendor/Developer/Promoter agrees and acknowledges, the Purchaser/Allottee shall have the right to the Apartment as mentioned below:
- (i) The Purchaser/Allottee shall have exclusive ownership of the 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 Vendor/Developer/Promoter shall hand over the Common Areas to the association of Purchasers/Allottees after duly obtaining the Occupation certificate from the competent authority as provided in the Act;
 - (iii) That the computation of the price of the Apartment includes recovery of price of Land, construction of [not only the Apartment but also Project] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, fire detection and

firefighting equipment (as per law) in the Common Areas, maintenance charges as per paragraph 11 of this Agreement etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement within the Apartment and the Project; and

- (iv) The Purchaser/Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.
- 1.9 It is made clear by the Vendor/Developer/Promoter and the Purchaser/Allottee agrees that the Apartment along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other Project or zone and shall not form a part 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 (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers/Allottees of the Project.
- 1.10 The Vendor/Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers/Allottees, which it has collected from the Purchasers/Allottees, for the payment of outgoings (including land cost [either directly or by way of share in the Project], ground rent, municipal or other local taxes, charges for water or electricity, 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 Vendor/Developer/Promoter fails to pay all or any of the outgoings collected by it from the Purchasers/Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchasers/Allottees, the Vendor/Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Purchaser/Allottee has paid a sum of Rs._____/ - (Rupees _____ Only) as booking amount and paid further an amount of Rs._____/ - (Rupees _____ Only) towards the margin money. Thus, in all a sum of Rs._____/ - (Rupees _____ Only) is paid to the Vendor/Developer/Promoter along with Rs._____/ - (Rupees _____ Only) being applicable GST, as part payment out of the Total Sale Consideration of the apartment, the receipt of which the Vendor/Developer/Promoter hereby acknowledges and the Purchaser/Allottee hereby agrees to pay the balance Sale Consideration of Rs._____/ - (Rupees _____ Only) along with applicable GST as prescribed in the Payment Plan [Schedule C] as may be demanded by the Vendor/Developer/Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Vendor/Developer/Promoter abiding by the construction milestones, the Purchaser/Allottee shall make all payments, on written demand by the Vendor/Developer/Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “**M/s. RAJAPUSHPA ASSET MANAGEMENT LLP.**” payable at **Hyderabad.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Purchaser/Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Vendor/Developer/Promoter with such permission, and approvals which would enable the Vendor/Developer/Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Vendor/Developer/Promoter accepts no responsibility in regard to matters specified in paragraph 3.1 of this Agreement. The Purchaser/Allottee shall keep the Vendor/Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser/Allottee to intimate the same in writing to the Vendor/Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Developer/Promoter 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 anyway and the Vendor/Developer/Promoter shall be issuing the payment receipts in favour of the Purchaser/Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

- 5.1 The Vendor/Developer/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the authority and towards handing over the Apartment to the Purchaser/Allottee and the Common

Areas to the association of Purchaser/Allottee s or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

- 6.1 The Purchaser/Allottee has seen the proposed layout plan, specifications, amenities and facilities of the 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 Vendor/Developer/Promoter. The Vendor/Developer/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Developer/Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the GHMC Act 1955 and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor/Developer/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment

The Vendor/Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Purchaser/Allottee and the Common Areas to the association of Purchasers/Allottees, is the essence of the Agreement. The Vendor/Developer/Promoter assures to hand over possession of Apartments in on or before 03.09.2027 with an additional grace period of Six (6) months there upon, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, Pandemic or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the Project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/Allottee agrees that the Vendor/Developer/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/Allottee agrees and confirms that, in the event it becomes impossible for the Vendor/Developer/Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer/Promoter shall refund to the Purchaser/Allottee the entire amount received by the Vendor/Developer/Promoter from the allotment within 90 days from that date. The Vendor/Developer/Promoter shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser/Allottee, the Purchaser/Allottee agrees that he/ she shall not have any rights, claims etc. against the Vendor/Developer/Promoter and that the Vendor/Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession

The Vendor/Developer/Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Purchaser/Allottee who has paid all the amounts in terms of this Agreement to be taken within two (2) months from the date of issue of occupancy certificate. If the Purchaser/Allottee fails to take delivery within two months from receipt of Occupancy Certificate, he/she/they shall be liable to pay Rs.10,000/- per month

towards handling / Holding charges for payment of all ongoing including maintenance charges from the date of notice. Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor/Developer/Promoter within three (3) months from the date of issue of occupancy certificate. The Vendor/Developer/Promoter agrees and undertakes to indemnify the Purchaser/Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Vendor/Developer/Promoter. The Vendor/Developer/Promoter 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 Vendor/Developer/Promoter has no control. The Purchaser/Allottee, after taking possession, agree to pay the maintenance charges as determined by the Vendor/Developer/Promoter/ Association of Purchasers/Allottees. The Vendor/Developer/Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the Purchaser/Allottee at the time of conveyance of the same.

7.3 Failure of Purchaser/Allottee to take Possession of Apartment

Upon receiving a written intimation from the Vendor/Developer/Promoter as per paragraph 7.2 of this Agreement, the Purchaser/Allottee shall take possession of the Apartment from the Vendor/Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer/Promoter shall give possession of the Apartment to the Purchaser/Allottee. In case the Purchaser/Allottee fails to take possession within the time provided in paragraph 7.2 of this Agreement, such Purchaser/Allottee shall continue to be liable to pay maintenance charges as specified in paragraph 7.2 of this Agreement and the Purchaser/Allottee shall pay to the Vendor/Developer/Promoter an amount of Rs.10,000/- per month towards Holding charges for such period till the apartment is registered and taken over by Purchaser/Allottee from the Vendor/Developer/Promoter.

7.4 Possession by the Purchaser/Allottee

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser/Allottee, it shall be the responsibility of the Vendor/Developer/Promoter to hand over the necessary documents and plans, including Common Areas, to the association of Purchasers/Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the Vendor/Developer/Promoter shall handover the necessary documents and plans, including Common Areas, to the association of Purchasers/Allottees or the competent authority, as the case may be, within thirty (30) days after obtaining the Occupation certificate].

7.5 Cancellation by Purchaser/Allottee

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

7.6 **Compensation**

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

Except for occurrence of a Force Majeure event, if the Vendor/Developer/Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Vendor/Developer/Promoter shall be liable, on demand to the Purchasers/Allottees, in case the Purchaser/Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Acts/Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Purchaser/Allottee does not intend to withdraw from the Project, the Vendor/Developer/Promoter shall pay the Purchaser/Allottee interest at the rate prescribed in the Acts/Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Vendor/Developer/Promoter to the Purchaser/Allottee within ninety days of it becoming due.

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

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

- (i) The Land Owners have absolute, clear and marketable title with respect to the said Land; the Vendor/Developer/Promoter has 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 Vendor/Developer/Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (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 Vendor/Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Apartment and Common Areas;
- (vi) The Vendor/Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/Allottee created herein, may prejudicially be affected;

- (vii) The Vendor/Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Apartment built in the said Land, including the Project which will, in any manner, affect the rights of Purchaser/Allottee under this Agreement;
 - (viii) The Vendor/Developer/Promoter confirms that the Vendor/Developer/ Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser/Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Vendor/Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/Allottee and the Common Areas to the association of Purchasers/Allottees or the competent authority, as the case may be;
 - (x) The Vendor/Developer/Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the Occupation certificate has been issued and possession of apartment 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 Purchasers/Allottees or the competent authority, as the case may be;
 - (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Developer/Promoter in respect of the said Land and the Project except those disclosed in the title report.
- 8.2 The Purchaser/Allottee or himself/themselves with intention to bring all persons into whosoever's hand the Apartment may come, hereby covenants with the Vendor/Developer/Promoter as follows:-
- (i) To maintain the Apartment at the Purchaser's/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.

- (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 Vendor/Developer/Promoter to the Purchaser/Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/Allottee committing any act in contravention of the above provision, the Purchaser/Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or 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, Pardis or other structural members in the Apartment without the prior written permission of the Vendor/Developer/Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project land and the building in which the Apartment is situated.
- (vii) Pay to the Vendor/Developer/Promoter within fifteen days of demand by the Vendor/Developer/Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser/Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Purchaser/Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser/Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

- (x) Till a conveyance of the Common Areas, services and amenities of the Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Purchaser/Allottee shall permit the Vendor/Developer/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (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 Vendor/Developer/Promoter 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 Vendor/Developer/Promoter shall be considered under a condition of Default, in the following events:

- (i) Vendor/Developer/Promoter fails to provide ready to move in possession of the Apartment to the Purchaser/Allottee within the time period specified in paragraph 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 paragraph, '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;
- (ii) Discontinuance of the Vendor/Developer/Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

- (i) In case the Purchaser/Allottee fails to make payments within 15 days from the date of demand raised by the Vendor/Developer/Promoter as per the Payment Plan annexed hereto, the Purchaser/Allottee shall be liable to pay interest to the Vendor/Developer/Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Purchaser/Allottee under the condition listed above continues for a period beyond 15 days after notice from the Vendor/Developer/Promoter in this regard, the Vendor/Developer/Promoter may cancel the allotment of the 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 Vendor/Developer/Promoter shall intimate the Purchaser/Allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Vendor/Developer/Promoter within a period of ninety days after termination or the date on which the Vendor/Developer/Promoter is able to resell the Apartment to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

The Vendor/Developer/Promoter, on receipt of Total Price/Sale Consideration of the Apartment as per paragraph 1.2 under this 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, provided that, in the absence of local law, the conveyance deed in favour of the Purchaser/Allottee shall be carried out by the Vendor/Developer/Promoter within 3 months from the date of issue of occupancy certificate. However, in case the Purchaser/Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser/Allottee authorizes the Vendor/Developer/Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Vendor/Developer/Promoter is made by the Purchaser/Allottee. The Purchaser/Allottee shall pay to the Vendor/Developer/ Promoter an amount of Rs.10,000/- per month towards Holding charges for such period till the apartment is registered and taken over by Purchaser/Allottee from the Vendor/Developer/Promoter.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

- 11.1 The Vendor/Developer/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of Purchasers/Allottees and the cost of maintenance shall be borne by the Vendor/Developer/Promoter and the Purchasers/Allottees, proportionate to the Apartments/Buildings in their respective occupation. The facilities like club house and service connections, like water and sewerage supply, which are common to the entire Project undertaken in phases, shall be jointly maintained by the Vendor/Developer/Promoter and the Association till the entire Project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management / the Association.

- 11.2 All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the 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 Vendor/Developer/Promoter shall be the occupant in respect of any Apartment/Building.
- 11.3 The Vendor/Developer/Promoter shall not pay the maintenance charges for mortgaged apartments of the relevant block which are released post the issue of Occupancy certificate from by the competent authority for a period of twelve (12) months. In the event any such apartment is not sold within the said 12 months from the date of Occupancy Certificate, the Vendor/Developer/Promoter shall pay the monthly maintenance to the Association.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Vendor/Developer/Promoter as per the agreement for sale relating to such development is brought to the notice of the Vendor/Developer/Promoter within a period of 5 (five) years by the Purchaser/Allottee from the date of handing over possession, it shall be the duty of the Vendor/Developer/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor/Developer/Promoter's failure to rectify such defects within such time, the aggrieved Purchasers/Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 12.2 Notwithstanding anything contained in the above clause the following exclusions are made
- (i) Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Vendor/Developer/Promoter shall transfer manufacturer's guarantees/warrantees to the Purchaser/Allottee or association of Purchasers/Allottees as the case may be.
 - (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - (iii) Allowable structural and other deformations including expansion quotient.
 - (iv) The terms of work like painting etc. which are subject to wear and tear.
- 12.3 The Purchasers/Allottees shall maintain the Apartment in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Purchasers/Allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Vendor/Developer/Promoter shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Purchaser/Allottee or the association of the Purchasers/Allottees as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / association of Purchasers/Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser/Allottee agrees to permit the association of Purchasers/Allottees 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 “**RAJAPUSHPA CASA LUXURA**”, 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 Purchasers/Allottees formed by the Purchasers/Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to paragraph 12 of this Agreement, the Purchaser/Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The 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 Purchasers/Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Purchaser/Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser/Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3 The Purchaser/Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer/Promoter and thereafter the association of Purchasers/Allottees and/or maintenance agency appointed by association of Purchasers/Allottees. The Purchaser/Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

18. MORTGAGE OR CREATE A CHARGE:

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

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

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

- (i) With respect to a real estate Project, the Vendor/Developer/Promoter shall submit an application to the Registrar for registration of the Association of Purchasers/Allottees 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 Vendor/Developer/Promoter 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 Vendor/Developer/Promoter.
- (ii) If the Vendor/Developer/Promoter fails to form the Association of Purchasers/Allottees, the Authority shall by an order direct the Vendor/Developer/Promoter to apply for formation of such Association or may authorize the Purchasers/Allottees to apply for formation of the said Association.
- (iii) Notwithstanding any other rule, after conveying the title to the Association of Purchasers/Allottees under Section 17, the Vendor/Developer/ Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any Apartment which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Purchasers/Allottees without any restriction or entry of the Building and development of Common Areas.

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/Allottee by the Vendor/Developer/Promoter does not create a binding obligation on the part of the Vendor/Developer/Promoter or the Purchaser/Allottee until, firstly, the Purchaser/Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Ranga Reddy Dist., as and when intimated by the Vendor/Developer/Promoter. If the Purchaser/Allottee fails to execute and deliver to the Vendor/Developer/Promoter 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 Vendor/Developer/Promoter, then the Vendor/Developer/Promoter shall serve a notice to the Purchaser/Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Allottee, application of the Purchaser/Allottee shall be treated as cancelled and all sums deposited by the Purchaser/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.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ALLOTTEE/SUBSEQUENT PURCHASER/ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Purchasers/Allottees 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 Vendor/Developer/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/Allottee in not making payments as per the Payment Plan [Annexure 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 Vendor/Developer/Promoter in the case of one Purchaser/Allottee shall not be construed to be a precedent and /or binding on the Vendor/Developer/Promoter to exercise such discretion in the case of other Purchasers/Allottees.

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Vendor/Developer/Promoter through its authorized signatory at the Vendor/Developer/Promoter's Office in and after the Agreement is duly executed by the Purchaser/Allottee and the Vendor/Developer/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Concerned Sub-Registrar Office. Hence this Agreement shall be deemed to have been executed at Hyderabad/Ranga Reddy District.

29. NOTICES:

That all notices to be served on the Purchaser/Allottee and the Vendor/Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/Allottee or the Vendor/Developer/Promoter by Registered Post or Official E-Mail ID at their respective addresses or Official E-Mail ID specified below:-

Name and Address of the Purchaser/Allottee:-

1. Mr. _____, S/o. Mr. _____
 2. Mrs. _____, W/o. Mr. _____
- Both are residents of _____,

Mobile No. _____ Email: _____

Name and Address of the Vendor/Developer/Promoter:-

M/s. RAJAPUSHPA Asset Management LLP, Office at Rajapushpa Summit, 6th Floor, Nanakramguda, Serilingampally, Hyderabad – 500008.

Contact Person : _____,

Phone : _____, Official Email ID : _____@RAJAPUSHPA.IN

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

30. JOINT PURCHASERS/ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/Allottee, in respect of the apartment or building, as the case may be, prior to the execution 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.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

ADDITIONAL TERMS:

34. NOT TO ALTER NAME:

The Purchaser/Allottee or the Association of the Owners of the Apartments shall not alter or subscribe to the alteration of the name of “**RAJAPUSHPA CASA LUXURA**” in Schedule Project Land and/or alter the names assigned to the Blocks therein. The Purchaser/Allottee acknowledges, agree and understand that the name “**RAJAPUSHPA CASA LUXURA**” is final for the Schedule Project land.

35. INDULGENCE:

Any delay tolerated or indulgence shown by the Vendor/Developer/Promoter herein in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/Allottee shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/Allottee nor shall the same in any manner prejudice the right of the Vendor/Developer/Promoter herein.

36. CUSTODY:

This Agreement is prepared in two sets. One set will be with the Vendor/Developer/Promoter herein, the other set will be with the Purchaser/Allottee and both sets are treated as Originals by the Parties.

37. ASSIGNMENT:

The Purchaser/Allottee shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendor/Developer/Promoter herein. It is explicitly made clear that the Vendor/Developer/Promoter herein is not obligated to give its consent for any assignment/transfer by the Purchaser/Allottee as this contract is exclusive in nature. The Vendor/Developer/Promoter herein is not obligated to give its consent for any assignment/transfer till their primary sale of all Apartments is fully completed. The Vendor/Developer/Promoter will not give its consent for any assignment or transfer requests to the Purchaser/Allottee who has availed a Home Loan from a bank/financial institution to pay the sale consideration.

38. It is also agreed that, in the event the Vendor/Developer/Promoter herein gives its consent for assignment/transfer of Purchaser's/Allottee's interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Purchaser/Allottee is/are required to comply and pay the total sale consideration under this agreement and further the Vendor/Developer/Promoter herein shall be entitled to charge Rs.350/- (Rupees Two Hundred and Fifty Only) per Sq. Feet of the Schedule 'A' Apartment as their administrative charges and transfer fee for giving such consent.

39. It is also made clear that the Purchaser/Allottee will not be able to assign his/her/their rights in parts/portions i.e., the Purchaser/Allottee 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/Promoter herein granting such permission, the Purchaser/Allottee and his/her/their Assignee/Nominee ensures to execute the required documentation at their cost as advised by the Vendor/Developer/Promoter herein and pay the necessary taxes, duties that are associated with such transfer.

40. INTERIOR WORK:

All the interior related works that the Purchaser/Allottee may undertake upon his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/Allottee by the Vendor/Developer/Promoter 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/Promoter 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/Allottee but originally carried out by the Vendor/Developer/Promoter herein. The Vendor/Developer/Promoter herein is not answerable for any thefts during the course of the interior works. The Interior works should be completed within 4 months from the date of handover. No person / interior worker shall be permitted to reside in the apartment/flat during the period of execution of interior works. The Purchaser/Allottee shall pay a penalty of Rs.5,000/- per month for interiors done beyond 4 months period from the date of completion of the project. 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 Purchaser/Allottee shall bear and pay the charges incurred by the Vendor/Developer/Promoter herein or the Association as the case may be towards undertaking repair of the same and the Purchaser/Allottee shall pay the amount as demanded by the Vendor/Developer/Promoter herein or Association as the case may be and the quantum of amount assessed for such repairs by the Vendor/Developer/Promoter herein or Association as the case may be, shall be final and binding on the Purchaser/Allottee.

In case the regular power is not available and if the Purchaser/Allottee insists for carrying out the interior works/wood works, the power charges as decided by the Vendor/Developer/Promoter are to be paid till the regular power is available through the meter. The Purchaser/Allottee agrees to pay an amount of Rs.25,000/- (Rupees Twenty Five Thousand Only) as Caution Deposit at the time of taking the apartment for interiors/fit outs. The Vendor/Developer/Promoter holds the right to use the caution deposit to recover any loses or damages to the property and a prior notice with sufficient proof will be served by Vendor/Developer/Promoter for the same. In case of no damages being notices, this amount will be refunded without any interest upon completion of the interior works. The Purchaser/Allottee agrees to pay Rs.10,000/- (Rupees Ten Thousand Only) towards the Debris removal & other miscellaneous expenses at the time of taking over the apartment for interiors/fit outs. The Purchaser/Allottee agrees to abide by entry and exit rules in the complex with respect to carpenters and other men/workers; working on behalf of the Purchaser/Allottee during the course of carrying out of interior works.

- 41.** It is further agreed that while executing and carrying out wood works, interior works within the residential flat at the cost of the Purchaser/Allottee, if any damage is caused to the works already executed by the Vendor/Developer/ Promoter either inside the Flat or in the common areas of the Complex, the Purchaser/Allottee shall be liable to pay such amount to the Vendor/Developer/Promoter which will be equivalent to the damage caused by the Purchaser/Allottee. In the event of the Purchaser/Allottee leave the dust and wastage un-removed at the time of interior works carried out by the Purchaser/Allottee, the Vendor/Developer/Promoter will get the same removed and in such an event, the Purchaser/Allottee shall pay the required labour charges as demanded by the Vendor/Developer/Promoter. Further the Purchaser/Allottee hereby agrees and undertakes to pay the power charges for electricity consumed at the time of interior works carried out by the Purchaser/Allottee for utilization of electricity.
- 42.** The Vendor/Developer/Promoter herein reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Schedule Project Land till the completion of the project. The Purchaser/Allottee has/have expressly given consent for variations and/or modifications as the Architect/Vendor/ Developer/Promoter herein may consider necessary from time to time during the course of construction and during the period which the Vendor/Developer/Promoter herein undertakes the administration of maintenance

of common areas, amenities and facilities subject to the required permissions from the authorities, subject to the condition that there will not be any material change in the apartment shown to the Purchaser/Allottee basing on which the decision of purchase has been made. The Architect and Vendor/Developer/Promoter herein is the final decision makers on these aspects and the Purchaser/Allottee shall not interfere or question the design, construction processes etc., implemented by the Vendor/Developer/Promoter herein.

- 43.** The Vendor/Promoter/Developer herein has the right to instruct the Purchaser/Allottee to remit the installments payable under this Agreement with standing instructions to the bank accounts of the Vendor/Developer/Promoter herein which may be in the nature of Current Accounts/Over Draft Accounts/Loans Accounts/Escrow Accounts as the case may be and the Purchaser/Allottee agrees to confirm such compliance in writing in the manner as may be required to the Vendor/Developer/Promoter herein or their Bankers from time to time.
- 44.** The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/Allottee would be on receipt of the Total Sale Consideration, Taxes and other amounts as applicable, from the Purchaser/Allottee and would be in the manner the Vendor/Developer/Promoter herein advises the Purchaser/Allottee.
- 45.** Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/Allottee 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 'An' Apartment, the decision of the Architect of the project is final and binding.
- 46.** The Vendor/Developer/Promoter herein has decided to float a Corpus Fund for the entire High-Rise Multi-Storied Residential Apartment Complex which is payable by the ultimate Purchaser/Allottee, Land Owners/their successors of the residential Apartments/Flats, as the case may be, including the Purchaser/Allottee herein at the time of delivery of the possession of the Residential apartments/flats and such Corpus Fund is fixed at Rs.75/- per Sq. Feet of Saleable Area being proportionate contribution towards Corpus Fund. The Purchaser/Allottee herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Vendor/Developer/Promoter herein at the time of execution and registration of Sale Deed in his/her/their favour in respect of the Schedule 'A' Apartment. Such Corpus Fund will be governed and held initially by the Vendor/Developer/Promoter herein as a custodian 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 Purchasers/Allottees of the Apartments/Flats in the complex after its formation simultaneously along with the handing over of the administration, common areas and amenities to the association.
- 47.** The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank 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 Purchasers/Allottees/Owners of the Apartments/Flats in the entire Complex in the same proportion in which they contribute the monthly maintenance charges.

48. The Purchaser/Allottee shall pay to the Vendor/Developer/Promoter herein at the time of registration of Sale Deed, a sum of Rs.84/-per Sq. Ft. of saleable area of the apartment/flat as one-time payment towards "Advance Common Area Maintenance Charges" for an initial period of Two (2) years with effective from the date on which the Vendor/Developer/Promoter herein announces that the administration and maintenance of the Complex or phases of construction has become operational. If any point of time, during the period of above one year, if such onetime payment made towards advance common area maintenance charges are not sufficient to meet the expenditure to be incurred, the Purchaser/Allottee herein and all other Purchasers/Allottees/Owners shall pay such additional sums from time to time as per the demand made by the Vendor/Developer/Promoter herein without raising any objection of whatsoever nature.
49. After the expiry of the initial period of two years, the Vendor/Developer/Promoter 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 years, the Purchaser/Allottee herein and all other Purchasers/Allottees/Owners/Occupants of the Apartments/Flats in the project shall regularly pay proportionate monthly maintenance charges to the Owners Association.
50. The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Purchasers/Allottees/Owners/Occupants of all the Apartments in **"RAJAPUSHPA CASA LUXURA"** by paying user fees as prescribed by the Association and in the event of transfer of ownership of Schedule 'A' Apartment by the Purchaser/Allottee 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.
51. As long as the administration of maintenance of common areas, amenities and facilities are undertaken by the Vendor/Developer/Promoter herein, the Vendor/Developer/Promoter herein shall also undertake the administration of the Club House Facilities. It is further agreed that Vendor/Developer/Promoter 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 as envisaged under this Agreement.
52. The Vendor/Developer/Promoter 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/Promoter 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/Promoter herein will hand over the Club House and its facilities as well as administration of maintenance of common areas, amenities and facilities.
53. Upon termination of this Agreement, the Purchaser/Allottee shall not have any claim/s over the Schedule 'A' Apartment and/or on the Vendor/Developer/Promoter herein. The Vendor/Developer/Promoter herein shall be entitled to deal with Schedule 'A' Apartment as it may deem fit for its benefit without any reference to Purchaser/Allottee.

54. The breakup of consideration provided in the clause 1.2 of this agreement is purely for the purpose of understanding and the total Sale Consideration mentioned in the clause is towards full and final cost of the carpet area of the schedule 'A' property.
55. The Vendor/Developer/Promoter herein, in view of the safety and security precautions and to ensure uninterrupted progress of the project, will decide the time, day and date for the purpose of site visit by the Purchaser/Allottee herein as per Clause 1.8 (iv) and will communicate accordingly to the Purchaser/Allottee herein and the Purchaser/Allottee herein agrees for the same.
56. All charges, expenses, stamp duty, registration fee and legal/incidental expenses etc., towards execution and registration of the Sale Deed or any other documents, at the rate as may be applicable on the date of registration of the Sale Deed of the said Apartment including documentation shall be borne by the Purchaser/Allottee only.

57. ALLOTMENT OF CAR PARKING SLOTS:

- 57.1 The car parking slots will be allotted by the Vendor/Developer/Promoter to the Purchaser/Allottee of apartments through draw in a transparent and fair manner with advance notice to all the Purchaser/Allottee and such allotments will not be questioned/objected by the Purchaser/Allottee. The Purchaser/Allottee/Representative has to be physically present for such event or the Vendor/Developer/Promoter shall pick one on behalf of the Purchaser/ Allottee.
- 57.4 The allotment of two independent car parking slots may be done at two different locations which could be on the same basement level or two different basement levels based on the feasibility and design parameters and the Purchaser/Allottee shall not object/reject such allotment.

58 REGISTRATION OF THE CLUB HOUSE:

The proposed Club House shall be built by the Vendor/Developer/Promoter in the project **"RAJAPUSHPA CASA LUXURA"** on the designated Land. In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the Club House in favour of the Association formed among the owners, the Landowners and the Vendor/Developer/Promoter herein undertakes to execute and register such Deed of Transfer in favour of the Association, the Purchaser/Allottee herein and all other Purchasers/Allottees shall bear and pay the proportionate Stamp Duty and Registration Fee / Taxes payable in respect of such Deed of Transfer to be executed and registered in favour of the Association.

SCHEDULE – PROJECT LAND

All that **Plot No.2** admeasuring **37,534.20 Sq Yards** in **Survey Nos.239 and 240** in **NEOPOLIS Layout** situated at **Kokapet Village**, Gandipet Mandal, Ranga Reddy District, Telangana and bounded on the:-

NORTH	:	Plot No.3
SOUTH	:	36 Mtrs Road
EAST	:	36 Mtrs Road
WEST	:	Plot No.1

SCHEDULE - 'A' - APARTMENT

All that the Residential **Apartment No.** ____ on ____ **Floor** of __ Block named as _____ admeasuring _____ **Sq. Ft.** of saleable area which comprises of _____ **Sq. Ft.** of Carpet Area, exclusive Balcony/ies and Utility Area admeasuring _____ **Sq. Ft.**, Walls Area admeasuring _____ **Sq. Ft.** and Proportionate Common Area admeasuring _____ **Sq. Ft.** along with allotment of _____ car parking slots in the multi-storied Residential Apartment Complex known as “**RAJAPUSHPA CASA LUXURA**” being constructed on the Schedule Project land and the apartment is bounded by:

NORTH	:	
SOUTH	:	Open To Sky
EAST	:	
WEST	:	

SCHEDULE - 'B' - FLOOR PLAN OF THE APARTMENT

**** ATTACH FLOOR PLAN OF RESPECTIVE APARTMENTS.**

SCHEDULE 'C' – PAYMENT PLAN

The Total Sale Consideration for sale of Schedule 'A' Apartment is **Rs. _____/- (Rupees Only).**

The said sale Consideration of **Rs. _____/- (Rupees Only)** shall be payable by way of the following installments along with applicable GST:

PAYMENT SCHEDULE		G.S.T BREAK-UPS		
S. No.	PARTICULAR / DETAILS	%	AMOUNT	GST
1	Booking Amount	10%		
2	Within 15 Days from the date of booking	10%		
3	On Casting of B4 roof slab	10%		
4	On Casting of 10th Floor Slab	10%		
5	On Casting of 15th Floor Slab	10%		
6	On Casting of 23st Floor Slab	15%		
7	On Casting of 35th Floor Slab	10%		
8	On Casting of 45th Floor Slab	10%		
9	On Flooring	10%		
10	Handover	5%		
GRAND TOTAL		100%	-	-

The payment should be made by way of Account payee Cheque / Demand Draft favouring **"M/s RAJAPUSHPA ASSET MANAGEMENT LLP."** payable at Hyderabad. In case of cheque returns, an amount of Rs.1,000/- 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, Mutation Fees, Registration fee etc., at the time of Registration of Sale Deed as per applicable laws in force is payable by Purchaser/Allottee.

APPLICABLE TAXES:

- A) GST @ 5% (Subject to change as per the rules/laws from time to time and payable along with each instalment as mentioned in payment schedule) on total sale consideration.
- B) GST @ 18 % (Subject to change as per the rules/laws from time to time) on Advance Maintenance Charges.

SCHEDULE 'D' – SPECIFICATIONS

UNIT LEVEL		
STRUCUTRE		
	SUPER STRUCTURE	RCC " Shear Wall Structure System ", designed to withstand wind and seismic loads as per relevant IS Codes.
	INTERNAL WALLS	RCC Non Structural Walls / Block Masonry as per design
	FLOOR HEIGHT	3.30M (from FFL to FFL)
DRAWING /LIVING/ DINING / TV LOUNGE / POOJA		
	FLOOR	Large Format premium vitrified tiles of reputed make for Flooring / Skirting as per Design.
	WALLS	Gypsum Punning + 2 Coats putty + one coat Primer + 2 Coats of Luxury Acrylic Emulsion Paint of low VOC
	CEILING	Gypsum Boxing to cover Services as per design. Singe Coat Putty + one coat Primer+ 2 Coats of Luxury Acrylic Emulsion of low VOC
MASTER BEDROOM		
	FLOOR	Large Format premium vitrified tiles of reputed make for Flooring / Skirting as per Design.
	WALLS	Gypsum Punning + 2 Coats putty + Acrylic Primer + 2 Coats of Luxury Acrylic Emulsion Paint of low VOC
	CEILING	Gypsum Boxing to cover Services as per design. Singe Coat Putty + one coat Primer+ 2 Coats of Luxury Acrylic Emulsion of low VOC
MASTER BEDROOM CLOSET		
	FLOOR	Large Format premium vitrified tiles of reputed make for Flooring / Skirting as per Design.
	WALLS	Gypsum Punning + 2 Coats putty + Acrylic Primer + 2 Coats of Luxury Acrylic Emulsion Paint of low VOC
	CEILING	Gypsum Boxing to cover Services as per design. Singe Coat Putty + one coat Primer+ 2 Coats of Luxury Acrylic Emulsion of low VOC
MASTER BEDROOM TOILET		
	FLOOR	Large Format Matt finish premium Tiles of reputed make as per design intent
	WALL	Large Format Glazed / Matt finish premium Tiles of reputed make as per design intent
	CEILING	Gypsum / Calcium Silicate Board MR Grade with grid ceiling as per Design
	PLUMBING FIXTURES	Fixtures shall be single lever with integrated diverter Luxury Collection Plumbing Fixtures from Kohler, Ghrohe or equivalent make. Fixtures Finishes shall be as per designer's selection.
	SANITARYWARE WC	Wall hung WC with Rimless bowl integrated with concealed flush tank of reputed brands

	BATH & SHOWER	Over head shower and Single Lever Diverter with integrated thermostatic high capacity mixer.
OTHER BEDROOMS		
	FLOOR	Large Format premium Vitrified tiles of reputed make for Flooring / Skirting as per Design.
	WALLS	Gypsum Punning + 2 Coats putty + Acrylic Primer + 2 Coats of Luxury Acrylic Emulsion Paint of low VOC
	CEILING	Gypsum Boxing to cover Services as per design. Singe Coat Putty + one coat Primer+ 2 Coats of Luxury Acrylic Emulsion of low VOC
OTHER BEDROOM TOILETS		
	FLOOR	Large Format Matt finish premium Tiles of reputed make as per design intent
	WALL	Premium Large Format vitrified Tiles of reputed make Dado up to 8'-0" as per Design.
	CEILING	Gypsum / Calcium Silicate Board MR Grade with grid ceiling as per Design
	PLUMBING FIXTURES	Fixtures shall be single lever with integrated diverter
		Luxury Collection Plumbing Fixtures from Kohler, Ghrohe or equivalent make.
		Fixtures Finishes shall be as per designer's selection.
SANITARYWARE WC	Wall hung WC with Rimless bowl integrated with concealed flush tank of reputed brands	
BATH & SHOWER	Over head shower and Single Lever Diverter with integrated diverter.	
POWDER ROOM		
	FLOOR	Large Format Matt finish premium Tiles of reputed make as per design intent
	WALLS	Premium Large Format vitrified Tiles of reputed make Dado up to 8'-0" as per Design.
	CEILING	Gypsum / Calcium Silicate Board MR Grade with grid ceiling as per Design
	PLUMBING FIXTURES	Luxury Collection Plumbing Fixtures from Kohler, Ghrohe or equivalent make.
		Fixtures Finishes shall be as per designer's selection.
	SANITARYWARE WC	Wall hung WC with Rimless bowl integrated with concealed flush tank of reputed brands
	VANITY	Factory made Vanity Unit with Under Counter Basin.
Provision for Shaver Socket as per electrical design.		
KITCHEN		
	Designed to accommodate modular kitchen with all necessary services provisions. Note: Kitchen platform, Dado, Sink, Faucets & other accessories are not provided by builder and are in client's scope	
	FLOOR	Large Format Matt finish premium Tiles of reputed make as per design intent
	WALLS	Gypsum Punning + 2 Coats putty + Acrylic Primer + 2 Coats of Luxury Acrylic Emulsion Paint of low VOC

	CEILING	Gypsum Boxing to cover Services as per design.
		Singe Coat Putty + 2 Coats of Luxury Acrylic Emulsion of low VOC
	PLUMBING	Provision for Sink, Faucet and water purifier point as per design
	EXHAUST	Provision for chimney exhaust.
	APPLIANCES	Provision of Electrical Sockets for Hob, Chimney, Refrigerator, Micro Oven , Mixer and additional two points
UTILITY		
	FLOOR	Matte finish Tile flooring as per Design
	WALLS	Wall Cladding up to 3' height wit glazed vitrified tiles and exterior grade paint above.
	PLUMBING	Provision for Dish washer/ Washing Machine & Dryer
	APPLIANCES	Electrical Sockets for Dish washer/ Washing Machine & Dryer
BALCONY / SITOUTS		
	FLOOR	Vitrified Tiles of Matte Finish as per design.
	WALL / CEILING	Exterior grade paint as per Elevation.
	RAILING	Laminated Glass Railing designed as per relevant IS codes.
	WALL / CEILING:	Exterior grade paint as per Elevation.
JOINERY		
	MAIN DOOR	8 feet height Factory made Solid/ Engineered wood frame, Hollow core shutter with Veneer on both sides finished with PU coat.
		Designer Hardware of reputed make
	INTERNAL DOORS	7'6" height Factory made Solid/ Engineered wood frame, Hollow core shutter with Veneer on both sides finished with PU coat.
		Designer Hardware of reputed make
	TOILET DOORS	7'6" height Factory made Solid/ Engineered wood frame, Hollow core shutter with Veneer on one side finished with PU coat and Laminate on toilet side.
	SITOUT / BALCONY DOORS	Reinforced Aluminium Glazed Sliding Doors with performance glass and hurricane bar designed as per relevant IS code with premium hardware with insect screen provision.
	UTILITY DOOR	7'6" height Factory made Solid/ Engineered wood frame, Hollow core shutter with Veneer on one side finished with PU coat and Laminate on Utility side.
	WINDOWS	Reinforced Aluminium Glazed Sliding Windows with performance glass and hurricane bar designed as per relevant IS code with premium hardware with insect screen provision.
	VENTILATORS	Aluminium ventilators with Frosted glass with premium hardware.

	MAID ROOM/TOILET DOOR	Masonite / WPC doors with paint finish.
MEP PROVISIONS & AMENITIES (SITE / COMMON AREAS)		
	ELECTRICAL	Power outlets for air conditioners in living and bedrooms
		Power plug for Hob, chimney, refrigerator, microwave oven , mixer / grinder in kitchen, washing machine / dishwasher in utility area
		Three phase supply for each unit and individual prepaid metres.
		Miniature Circuit Breakers (MCB) for each distribution board of reputed make
		Modular switches of reputed make.
		Provision of Electrical Sockets in Common Areas as per Electrical Design Intent
	HVAC	Provision for air-condition in Drawing, Living, Dining, all bedrooms. Copper piping is done Split (DX) units. Electrical outlet provided at indoor unit
	TELECOM	Telephone points in living room and master bedroom
		Intercom facility in living room in all flats connecting Security and neighbourhood.
	Cable TV	Provision for cable connection in living room and in all bedrooms
	INTERNET	Provision for internet connection in living room and master/ all bedroom
	LPG/ PNG	Supply of LPG/ PNG with piped gas system
	Power Backup	100% Power Backup using D.G Sets with acoustic enclosure
	CAR PARKING	Spacious car parking spread in 4 Cellar floors
	PARKING MANAGEMENT	Entire parking is well designed to suit the number of Car Parks provided
		Parking signage and equipment provided at required places for ease of driving.
	FACILITIES FOR PHYSICALLY CHALLENGED	Access ramps at all block entrances shall be provided for differently abled.
	PHE	Hydro Pneumatic system with softened treated water. Individual water metering for units.
	STP	Sewage Treatment Plant of adequate capacity as per norms is provided. Treated water from STP will be used for landscaping and flushing purpose.
	Access Control	Main Gate & Basement Entry integrated with Smart & Interactive Security Systems including Boom Barriers as per design. Surveillance Cameras covering all common areas wherever required. Solar Powered Security Fencing on boundary wall.
	Lighting & Smart Controls	Provision for Lighting as per Design Intent Sensor & Timer based lighting control system for entire site & common areas

EV Charging	Provision for EV charging ports as per Design Intent & Applicable Norms
BMS	Centralised BMS controls for common MEP services.
Vertical Transportation	Energy Efficient High Speed Automatic Passenger Elevators with emergency rescue system of Hitachi / Mitsubishi / Schindler / Thyssenkrupp or better equivalent make. Bespoke Elevator Car Interiors as per Design Intent.
Traffic Safety & Control	Providing of traffic safety devices like Convex Mirror, Road Studs, Protection Guards, Speed Bumps / Humps etc. as per Traffic Safety Plan.
Communication	Central Communication System (EPABX)
FAS / FPS	Equipped with sensors to detect Heat and smoke as per required norms Sprinklers, Hydrants are installed as per Fire Regulations Fire Command Centre is provided for every building as per regulations.
Water Softener	Central Water Softener plant
Solid Waste Management	Garbage Chutes are provided at every floor level, centrally collected and disposed as per local body norms
Car Wash	Car Wash facility is provided in basement 1 floor
Billing System	Automated billing system for Water, Power & LPG/CNG supply

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

WITNESSES:

1.



**SIGNATURES OF LANDOWNERS/VENDORS
(Rep.by their G.P.A holder)**

2.