

ANNEXURE
[See Rule 38]
AGREEMENT FOR SALE

This Agreement for sale ("**Agreement**") is made and executed on this ____ Day,
 _____ Month, _____ Year by and between:

- 1. M/s INFOCITY INFRATECH**, a registered firm (4065 of 2016) having its office at Flat no: 312, Magna's Lakeview apt, Khanamet village, Gandipet (M), Ranga reddy Dt, Telangana- 500084 represented by its Partner **PRANAY REDDY UDUMULA**, S/o INNA REDDY UDUMULA, aged about 30 years, Occ: Business, resident of Flat no: 312, Magna's Lakeview apt, Khanamet village, Gandipet (M), Ranga reddy Dt, Telangana- 500084. Hereinafter called **DEVELOPER NO.1**
- 2. M/s MAJESTIC BUILDERS**, a registered firm (2583 of 2015) having its office at 37-93/123/26, Plot No. 3, Road No. 4, Madhura Nagar, Neredmet X Roads, Hyderabad represented by its PARTNERS namely **SRI. A. RAYAPPA REDDY**, S/o A.MARREDDY aged about 45 years, residing at 37-93/123/26, P.No.3, Road No.4, Madhura Nagar, Neredmet X Roads, Hyderabad, Telangana – 500056 and **SRI. UDUMULA KISHORE**, S/o U LOURDU REDDY aged about 38 years, residing at H. No. 37-93/371/1/2A, Friends Residency, Flat No. 202, Road No: 4A, Madhura Nagar, Neredmet X Roads, Hyderabad, Telangana – 500056. Hereinafter called **DEVELOPER NO.2**

HEREIN after both called as "**DEVELOPERS/PROMOTERS**"

(The expressions, "Developer/Promoter" shall mean and include all their respective heirs, legal representatives, executors, administrators, assignees etc., whenever the context permits and requires)

AND

Mr. / Ms. _____, Son / Daughter of _____, aged about _____ years, Business _____, Residing at _____

Aadhar: _____, Pan _____

Hereinafter called as "**ALLOTTEE**"

(The 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)

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DEFINITIONS:

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

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

WHEREAS, M.S. Chandra Sekhar Naidu herein is the absolute owner in possession of the agricultural land admeasuring **Ac 0-25 Gts** in survey no. 138,139 and 140, situated in Kismathpur village, Rajendranagar Mandal, Ranga Reddy District, having purchased the same from Smt. A. Pentamma and others, represented by their Agreement of sale cum GPA Holder, Sri Mohd Ismail alias Jameel Patel, S/o Sri Mohd Ghouse Patel, under a registered sale deed dt 03-05-2006, vid **Doct No. 6607 of 2006** and the same was registered in the office of the sub registrar, Rajendranagar, R.R.District.

AND WHEREAS, M.S. Chandra Sekhar Naidu herein also purchased the agricultural land admeasuring **Ac 0-21.9 Gts** in Survey no. 140/E, situated at Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, from Sri Shaik Khan Mohammed S/o Late Shaik Mohammed, under a registered sale deed Dt 03-07-2006, vide **Doct No. 9247 of 2006**, and the same was Registered in the office of the Sub Registrar, Rajendranagar, R.R.District.

AND WHEREAS, M.S. Chandra Sekhar Naidu herein also purchased the agricultural land admeasuring **Ac 0-22.5 Gts** in Survey no. 139/A and 140/E, situated at Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, from Sri Mirza Basheer Baig and others, represented by their Agreement of sale cum GPA Holder, Sri Mohd Ismail alias Jameel Patel S/o Sri Mohd Ghouse Patel, under a registered sale deed dt 03-08-2006, vide **Doct. No. 10805 of 2006** and the same was registered in the office of the Sub Registrar, Rajendranagar, R.R. District.

AND WHEREAS, Thus M.S. Chandra Sekhar Naidu became the absolute owner and possessor of a total extent of **Ac 1 - 29.4 Gts** in survey no's 138,139,140 of kismatpur village, Rajendranagar Mandal, Ranga reddy District through sale deeds vide Document No's 10805/2006 dated 03/08/2006, 9247/2006 dated 03/07/2006 and 6607/2006 dated 03/05/2006.

AND WHEREAS, M.S. Chandra Sekhar Naidu has registered a Agreement of sale cum GPA with possession in favour of Sri M. Sridhar and others for an extent of **Ac. 0-34.4 Gts** out of extent Ac. 1-29.4 Gts in Sy.No. 138,139,139/A, 140 & 140/E vide **Doct. No. 16466/2006** and the same was registered in the office of the Sub Registrar, Rajendranagar, R.R. District.

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Thus M.S. CHANDRA SEKHAR NAIDU is the absolute owner and is in peaceful possession and enjoyment of the **Ac 0-35 Gts or 4235 Sq.Yards** (Ac 0-13.10 Gts in Survey No.140/E, Ac 0-10.95 Gts in Survey No. 140/U, Ac 0-10.95 Gts in Survey No. 140/UU) Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, Telangana and is clearly mentioned in the proceeding of Deputy collector and Tahasildar, Rajendranagar Mandal, Ranga Reddy District vide proceeding no. D/1096/2015 dated 09-06-2016.

AND WHEREAS, M.S. Chandra Sekhar Naidu has entered into Development Agreement cum General Power of Attorney (DAGPA) with the DEVELOPERS Vide **Document No. 8500 of 2020** dated 24-12-2020 registered at SRO Gandipet admeasuring **1647 Sq. Yards UNDIVIDED out of 4235 Sq. Yards** in Survey No. 140/E, 140/U & 140/UU, Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, Telangana.

AND WHEREAS, The LANDOWNER has sold the remaining area to the DEVELOPERS Vide **Document No. 8499 of 2020** dated 24-12-2020 registered at SRO Gandipet admeasuring **2588 Sq. Yards UNDIVIDED out of 4235 Sq. Yards** in Survey No. 140/E, 140/U & 140/UU, Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, Telangana.

AND WHEREAS, M.S. Chandra Sekhar Naidu and the DEVELOPERS have registered a **Gift Settlement Deed Road Widening for Public Use** in favour of The Commissioner, Bandlaguda Jagir Municipal Corporation, Gandipet Mandal, R.R Dist .,vide **Document No. 14336 of 2021**, dated 27-10-2021 registered at SRO Gandipet admeasuring **360.99 Sq. Yards or 301.95 Sq. Meters out of the UNDIVIDED 4235 Sq. Yards**. The Net area of the site after deducting the area gifted for public use is **3874.01 Sq. Yards or 3238.43 Sq. Meters**.

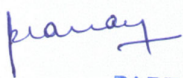
AND WHEREASS, the land area mentioned in the Sale Deed Doc. No. 8499 of 2020 is **2588 Sq. Yards UNDIVIDED out of 4235 Sq. Yards** shall be updated proportionately as **2367.40 Sq. Yards out of UNDIVIDED 3874.01 Sq. Yards**.

AND WHEREASS, the land area mentioned in DAGPA Doc. No. 8500 of 2020 is **1647 Sq. Yards UNDIVIDED out of 4235 Sq. Yards** shall be updated proportionately as **1506.61 Sq. Yards out of UNDIVIDED 3874.01 Sq. Yards**.

AND WHEREAS, the DEVELOPERS have approached the HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY (HMDA) and applied for technical permission for the construction of Residential Apartment consisting of 2 Cellars + Ground + 8 Upper Floors in open land admeasuring 3874.01 Sq. Yards in Sy. No. 140/E, 140/U & 140/UU of Kismathpur Village, Bandlaguda Jagir Municipal Corporation, Ranga Reddy District and received **Technical Approval No. 046758 /SKP /R1 /U6 /HMDA /01072021** dated 21/04/2022.

AND WHEREAS, the DEVELOPERS have approached BANDLAGUDA JAGIR MUNICIPAL CORPORATION (BJMC) and applied for the Building Construction Permission vide File No. BJMC/G1/1432/2022-23 and obtained the permission sanctioned to construct the Residential Apartment with 2 Cellars + Ground + 8

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Upper Floors vide **PERMIT NO: BA.NO: 09/2022-23** dated 01-08-2022 and styled the building as **"INFOCITY MAJESTIC"**

WHEREAS, while executing the above said DAGP vide Document No. 8500/2020 dated 24-12-2020 registered at SRO Gandipet, the individual sharing of residential flats among the parties was not mentioned, but only the ratio of division of built up area was mentioned as 43.5% to M.S. Chandra Sekhar Naidu and 56.5% to the DEVELOPERS. Hence the residential flats are shared with all rights to sell, receive sale considerations and execute sale deeds among the M.S. Chandra Sekhar Naidu and the DEVELOPERS with elaborate discussion and mutual consent and entered in the registered **SUPPLEMENTARY DEED Document No. 10957/2022**, dated 14-09-2022, registered at SRO Gandipet.

WHEREAS

- A.** M.S. Chandra Sekhar Naidu and DEVELOPERS are the absolute and lawful owners and peaceful possessors of the land admeasuring **3874.01 Sq. Yards** in Survey No. 140/E, 140/U & 140/UU Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, Telangana. M.S. Chandra Sekhar Naidu and Developer had entered into a **DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY (DAGPA)** vide **Doc. No. 8500/2021** dated 24-12-2022 registered at SRO Gandipet.
- B.** The Said Land is earmarked for the purpose of constructing a multistoried residential building and the said project shall be known as **"INFOCITY MAJESTIC"**.
- C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- D.** The Promoter has approached HMDA and received **Technical Approval No. 046758 /SKP /R1 /U6 /HMDA /01072021** dated 21/04/2022 and also approached BANDLAGUDA JAGIR MUNICIPAL CORPORATION (BJMC) applied for the Building Construction Permission vide File No. BJMC/G1/1432/2022-23 and obtained the permission sanctioned to construct the Residential Apartment with 2 Cellars + Ground + 8 Upper Floors vide **PERMIT NO: BA.NO: 09/2022-23** dated 01-08-2022
- E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from HMDA & BJMC. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F.** The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at _____ on _____ under Registration No. _____.
- G.** The Allottee has been allotted Apartment No. _____ having a saleable area of _____ square feet along with undivided share of land of _____ square yards out of **3874.01** square yards on _____ floor along with covered car parking admeasuring _____ square feet in _____, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the

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“Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).

- 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.** 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;
- J.** 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;
- K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking as specified in para G.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified in para G.
- 1.2 The Total Price for the Apartment based on the saleable area is Rs. _____/- (Rupees _____ only) (“Total Price”)

BREAKUP & DESCRIPTION:

DESCRIPTION	PARTICULARS	AMOUNT (in Rupees)
Apartment No: _____ Saleable Area: _____ Type: _____ Floor: _____ No. of Car Parking: _____	Cost of Apartment, Balcony and Common areas	Rate of Apartment per square feet X Saleable Area
	Covered Car Parking	
	GST (5%)	
	Other Charges	
	TOTAL PRICE (in Rupees)	

The Allottee has paid the booking amount of Rs. _____/- (Rupees _____ only) in the following way:

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S.NO	PARTICULARS	CHEQUE/REF NO	AMOUNT
1			
2			
TOTAL AMOUNT (in Rupees)			

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the allottee as per actuals over and above the total price.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, 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 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges

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imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

- 1.4 The Allottee shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 It is agreed that the 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, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and up keep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.
- 1.6 The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five (45) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the 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 para 1.2 of this Agreement.
- 1.7 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
 - (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff

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etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.8 It is made clear by the Promoter and the 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

1.10 The Allottee has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment and the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment

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Plan [Schedule C] through A/c Payee, Cheque/Demand Draft/ Bankers Cheque or online payment in favour of "Info City Infratech" payable at Hyderabad.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

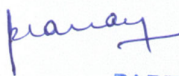
5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to

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the terms in this Agreement, the 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 competent authorities 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 Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 21-APR-2028, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date. The promoter shall intimate the allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession:

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the allottee fails to take delivery within the time specified in the notice, he shall be liable for payment of all on goings including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the allottee or any authority or third party on whom the promoter has no control. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the

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occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment:

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

7.4 Possession by the Allottee:

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

7.5 Cancellation by Allottee:

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

7.6 Compensation:

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the 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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing

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over of the possession of the Apartment, which shall be paid by the promoter to the allottee within 90 days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The 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 Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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- (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 Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

8.2 The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows: -

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that 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 Allottee in this behalf, the 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 Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good 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 Promoter and/or the Society or the Limited Company.

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- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (vii) Pay to the Promoter within 15 days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for purpose for which it is sold.
- (ix) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/ Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (x) Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (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 Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the rules within 90 days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within 90 days of it becoming due.

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

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The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the 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 to the allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

- 11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the apartments in their respective occupation. The facilities like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed.
- 11.2 All other infrastructural facilities, including the equipment like lift, mechanical, electrical or electronic equipment, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Promoter shall be the occupant in respect of any apartment/building.

12. DEFECT LIABILITY:

- 12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved 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, transformer, etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warranties to the allottee or association of 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.

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(iv) The terms of work like painting etc. which are subject to wear and tear.

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

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of 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 and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

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the Apartment.

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

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

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. MORTGAGE OR CREATE A CHARGE:

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

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

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

- a) with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the 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 Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.
- b) If the promoter fails to form the Association of Allottees, the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottees to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold

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or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT 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 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 Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other 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.

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25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

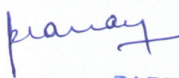
28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Hyderabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously. In case, the allottee gives a written request to the Promoter for registering this agreement for sale at the office of the Sub-Registrar at Gandipet after duly paying the stamp duty and other registration charges, then the promoter shall register this agreement for sale at office of the Sub-Registrar at Gandipet. Then this Agreement shall be deemed to have been executed at Gandipet.

29. NOTICES:

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

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For MAJESTIC BUILDERS



PARTNER

_____ (Name of Allottee)	M/s Infocity Infratech Flat no: 312, Magna's Lakeview apt, Khanamet village, Gandipet (M), Ranga reddy Dt, Telangana- 500084.
_____ (Address of Allottee)	M/s Majestic Builders H. No 37-93/123/26, Plot No. 3, Road No. 4, Madhura Nagar, Neredmet X Roads, Hyderabad
_____ (Allottee Email ID)	hello@infocityinfratech.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address or change in email id. In case the notices sent through registered post or through email fails due to change of address or change in email id or any other issue on their part, all emails, communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the 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.

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For MAJESTIC BUILDERS

A. Rayappa Reddy

PARTNER

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE:

Signature_____

Name_____

Address_____

Please	affix
photograph	and
sign across	the
photograph	

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTERS:

For MAJESTIC BUILDERS

A. Rayappa Reddy
PARTNER

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Pranay
PARTNER

Signature (Authorised Signatory) _____

M/s Infocity Infratech represented by **Pranay Reddy Udumula**

Flat no: 312, Magna's Lakeview apt,

Khanamet village, Gandipet (M),

Ranga reddy dt, Telangana- 500084.

Signature (Authorised Signatory) _____

M/s Majestic Builders represented by **A. Rayappa Reddy**

H. No. 37-93/123/26, P.No.3,

Road No.4, Madhura Nagar,

Neredmet X Roads, Hyderabad, Telangana

At Hyderabad on the date mentioned above in the presence of:

WITNESSES:

(1) Signature_____

Name_____

Address_____

Please	affix
photograph	and
sign across	the
photograph	

(2) Signature_____

Name_____

Address_____

Please	affix
photograph	and
sign across	the
photograph	

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PARTNER

For MAJESTIC BUILDERS

A. Rayappa Reddy
PARTNER

SCHEDULE OF LAND

All that the land admeasuring _____ **Square yards UNDIVIDED** out of **3874.01 Sq. Yards** in Survey No. 140/E, 140/U & 140/UU, Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, Telangana State and bounded as follows.

NORTH : Neighbour's Land
SOUTH : Proposed 100' Road (Existing 33' Road)
EAST : Giridhari Rajakshetra
WEST : Giridhari Isth

SCHEDULE 'A'

All that the **Apartment No.** _____ having a **saleable area of** _____ **square feet** on _____ floor, along with **undivided share of land of** _____ **square yards** out of **3874.01** square yards, along with _____ covered car parking of _____ square feet in the Cellar 1 or Cellar 2 in the project **"INFOCITY MAJESTIC"** situated in Survey No. 140/E, 140/U & 140/UU, Kismathpur Village, Rajendranagar Mandal, Ranga Reddy District, Telangana State and bounded as follows.

North :
 South :
 East :
 West :

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'

PAYMENT PLAN

1. Booking Amount of 20% on execution of this agreement for sale.
2. 10% on Casting of Cellar 2 or Basement 2 Slab.
3. 10% on Casting of Cellar 1 or Basement 1 Slab.
4. 10% on Casting of Ground Floor Slab.
5. 5% on Casting of 1st Floor Slab.
6. 5% on Casting of 2nd Floor Slab.
7. 5% on Casting of 3rd Floor Slab.
8. 5% on Casting of 4th Floor Slab.
9. 5% on Casting of 5th Floor Slab.
- 10.5% on Casting of 6th Floor Slab.

For INFO CITY INFRATECH

Pranay

PARTNER

For MAJESTIC BUILDERS

A. Rayappa Reddy

PARTNER

11.5% on Casting of 7th Floor Slab.

12.5% on Casting of 8th Floor Slab

13.5% on completion of the brick work of the Allottee apartment.

14.5% on completion of the flooring of the Allottee apartment.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF APARTMENT)

- 1. Structure:** RCC framed structure.
- 2. Walls:** 6" thick solid cement concrete block external walls and 4" thick solid cement block masonry for internal walls
- 3. Plastering & Finishing:** Internal plastering with cement motor followed by putty finish with two coats of premium emulsion of Asian paints over a coat of primer.
- 4. Doors:** Main Entrance door frame (paneled) best quality teak wood with two coats of polish. Standard quality Central lock and handles. Other Door frames are of Medium Teak; flush doors of standard quality make with Cylindrical Locks.
- 5. Windows:** Three track UPVC frames and Shutters with Glass and mosquito mesh.
- 6. Flooring:** Complete Vitrified Tiles of 800mm x 800mm of premium quality for all rooms with 4" skirting all around.
- 7. Kitchen:** High polished black granite top. High quality tiles for dado up to 2' height above the flat form, stainless steel sink of good quality steel. Provision for fixing water filter, Exhaust Fan and Chimney. Kitchen platform with concrete slab.
- 8. Toilets:** Ceramic anti-skid and acid resistant tiles (Branded) flooring with matching glazed Ceramic tiles of good quality dado up to 6'6" height. All the toilets shall have Western Type Commodes. Wash basins in all toilets and in dining hall. Wall Mixers in All Bath Rooms. Provision for Geyser & shower in Master bath and Children bath and shower in all other bathrooms.
- 9. Plumbing:** All water pipe lines are of CPVC of reputed make. Sanitary fixtures and Wash basins are of Cera/Hindware/Johnson/Nelco/Equivalent. Wall Mixtures and Taps of Johnson/Hindware/ Parryware /Plumber/Stag/Equivalent (CP Fittings).
- 10. Electrical internal:** Concealed copper wiring with Fine Cab/Havells/Nakoda/ Polycab/Equivalent cables with phase connection provisions & MCBs in control panel with adequate earthing for all the power points. Good quality Modular Switches/Power Plugs of Anchor Rider/Wipro/Legrand/Equivalent. Power plugs for A/C, Geyser, Washing

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PARTNER

Machine, Mixture, Washing Machine, Micro Owen and Refrigerator with necessary power load. Concealed wiring for TV cable line will be given.

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF PROJECT)

- 1. Water Supply:** Adequate water Storage sumps (Overhead & Underground) for bore water. Also Adequate Water Storage sumps (Overhead & Underground) for HMWSSB water. Provision for supplying HMWSSB water in Kitchen from overhead tank.
- 2. Lifts:** 2 Lifts of Six Passenger with V3F and P.C Cabin and 1 Service Lift.
- 3. Stair Case:** 2 Stair Cases to be provided with Stainless Steel railing.
- 4. Roof Finishing:** Water proof with necessary grouting as required and required slopes for disposal of rain water through PVC Pipes.
- 5. Cellar/Stilt Flooring:** Concrete bed with cement flooring shall be provided in Cellar and Parking tiles in Stilt Floor.
- 6. Transformer and Generator:** Transformer with adequate capacity, panel board with 3-Phase Electrical Meter. Generator with adequate capacity to provide 100% back up power supply for the common areas of the building.

For INFO CITY INFRA TECH

Pranay

PARTNER

For MAJESTIC BUILDERS

A. Rayappa Reddy

PARTNER