

ANNEXURE
[See Rule 38]

AGREEMENT OF SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 20____,

By and Between

M/s. The Building Co., a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at E11, Vikrampuri, Karkhana, Secunderabad, Telangana, India - 500009, (PAN AAOFT3795P), represented by its authorised Partner Mr. Tanay Salike, (Aadhar 8688 5950 4645) authorised vide Affidavit cum Declaration dated

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

And

Mr./Ms. _____, (Aadhar no. _____) son/daughter of _____, aged about _____, residing at _____, (PAN _____).

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

Definitions:

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

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

Whereas:

- A. M/s. Rasagna Developers is the absolute and lawful owner of land admeasuring an extent of 10879 sq. m. (2.69 acres) vide the following sale deeds:

S. No.	Date	Document No.	Nature of Document
1	05 Nov 2018	14879/2018 of SRO Medchal	Sale Deed for 210.7 sq. m.
2	05 Nov 2018	24605/2018 of SRO Quthbullapur	Sale Deed for 8512.6 sq. m.
3	05 Nov 2018	24275/2018 of SRO Quthbullapur	Sale Deed for 1718.2 sq. m.
4	05 Nov 2018	24274/2018 of SRO Quthbullapur	Sale Deed for 437.5 sq. m.

The Owner has entered into a registered Development Agreement cum General Power of Attorney with M/s. The Building Co. Represented by Mr. Tanay Salike on 12 Nov 2018 vide document no. 24620/2018 of SRO Quthbullapur.

- B. The Said Land is earmarked for the purpose of building a Residential project, comprising 2 multi-storied apartment buildings and 1 clubhouse and the said project shall be known as 'TBC Rasagna North';

- 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

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which Project is to be constructed have been completed;

- D. The Greater Hyderabad Municipal Corporation (GHMC) has granted the building permission to develop the Project, vide approval dated 15 February 2020 bearing permit no. 1/C25/02247/2020.
- E. The Promoter has obtained the final sanctioned plan and other relevant approvals for the Project from GHMC. The Promoter agrees and undertakes that it shall not make any changes to these approved plans for the Project 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 Hyderabad on _____ under Registration no. _____ ;
- G. The Allottee had applied for an apartment in the Project vide application no. ____ Dated _____ And has been allotted apartment no. ____ In block ____ of TBC Rasagna North residential apartment building with the following details:

Carpet Area (Sft)	Balconies & Service Areas (Sft)	Total Area of Walls (Sft)	Common Area (Sft)	Saleable Area (Sft)
A	B	C	D	$E = A + B + C + D$

- i. Total Saleable Area: _____ Sq. Feet (Detailed out in the table above)
- ii. Type: _____ BHK
- iii. Floor: _____ Floor
- iv. Block: _____ Block
- v. Apartment Name: TBC Rasagna North

And include the following:

- vi. Proportionate undivided share of land admeasuring _____ Sq. Meters
- vii. Car parking slots to accommodate ____ car(s) in the basement/stilt or any area which shall be confirmed by the Promoter after the registration of the flat at the time of possession.
- viii. Pro-rata share in the common areas in the Project as defined under clause (n) of Section 2 of the Act ("Common Areas") and the floor plan of the Apartment is annexed hereto and marked as Schedule B.

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- 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 Promoters has fully disclosed all facts relating to their right, title and interest in respect of the Scheduled-A Property and this agreement constitutes and represents the entire agreement between the parties and cancels and supersedes all prior arrangements, agreements or understandings, negotiations and discussions, if any; whether oral or writing, between the parties on the subject matter hereof, or in respect of any matters dealt with herein and on such basis, the Purchaser(s) has accepted and unconditionally agreed and entered this Agreement of Sale with free will and consent and without any coercion or whatsoever.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking as specified in recital G

This agreement shall be construed, interpreted and applied in accordance with, and shall be governed by the laws applicable in India. The courts at Hyderabad shall have the sole and exclusive jurisdiction to entertain any dispute or suit arising out of or in relation to this agreement.

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:

Particulars	Price
Cost of the Apartment	
Amenities & Parking	
Corpus Fund (Payable before the registration of sale deed)	
Advance Maintenance Fee (Payable before the registration of sale deed)	

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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 of the apartment based on the saleable area is Rs. _____ (Rupees _____ only), detailed out below:

1.3. The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) (+ Rs. _____/- i.e., GST @ 12%) as a Booking Amount being part payment towards the Total Price of the Apartment at the time of application ("Booking Amount"), 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 E) as may be demanded by the Promoter within the time frame as per the progress of the work and in the manner specified therein.

1.4. Terms and Conditions with respect to the Total Price

1.4.1. The Total Price above includes the Booking Amount paid by the Allottee to the Promoter towards the Apartment.

1.4.2. The Total Price above excludes Goods and Services Tax (GST), Stamp Duty and Registration Charges or any other similar taxes which may be levied by State or Central Government from time to time in connection with the purchase of the apartment and payable by the Allottee.

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 if the Allottee is not in default of its obligations under the Agreement, provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Allottee as per actuals over and above the Total Price.

1.4.3. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated towards the Total Price and taxes as stated above and the Allottee shall make the payment demanded by the Promoter within the time

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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.

1.4.4. The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, tiles, doors, windows, and fire fighting equipment (as per law) in the Common Areas, maintenance charges as per Clause 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.

1.5. No Escalation of Total Price

1.5.1. 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.

1.5.2. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority, 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 till 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.

2. TERMS AND CONDITIONS WITH RESPECT TO PAYMENT

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

2.2. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand

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by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule E) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "M/s. **The Building Co.**" Payable at Hyderabad.

- 2.3. The Allottee authorizes the Promoter to adjust/appropriate all payments made by her/him under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in her/his name and the Allottee undertakes not to object/demand/direct the Promoter to adjust the payments in any manner.
- 2.4. The Promoter may allow, in its sole discretion, a rebate for early payments of instalment payable by the Allottee by discounting such early payments at a reasonable rate to be decided by the Promoter 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 an Allottee by the Promoter.
- 2.5. The Allottee/s shall issue post-dated cheques for all instalments as per the payment schedule given above irrespective of mode of funding i.e., self/bank finance. The Allottee/s unconditionally agrees to sign the disbursement forms of respective banks in advance along with this agreement and handover such papers to the Promoter enabling the Promoter to submit with respective banks for release of payments avoiding delay in releasing the instalment amounts without any hindrance and the Promoter hereby undertakes and confirms to the Allottee/s that the said disbursal form and the Demand Letter from Promoter will be submitted with respective banks of prior intimation of at least 7 days from the date of attaining such milestone/ landmark of construction progress.
- 2.6. This Agreement shall be in force notwithstanding the execution of the Sale Deed in respect of the Schedule A Property and shall become void only after payment of all the amounts due under this Agreement and accordingly, the possession will be delivered to the Allottee/s.
- 2.7. The Allottees shall pay the instalments as stipulated above within 15 days from the date of notice issued by the Promoter, failing which it shall carry interest at the rate as prescribed in the Rules from the date of the notice.
- 2.8. The Allottee/s hereby agree/s that any taxes, levies and any other charges levied from time to time by the Government either Central or State or competent authorities or any other statutory bodies and also any incidental expenses / charges payable as on the date of this agreement as applicable and payable from

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the date of this agreement, until the handing over of the physical possession shall be paid by the Allottee.

3. GENERAL TERMS AND CONDITIONS OF THE SALE

3.1. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications or the Project and the nature of fixtures, fittings and amenities described herein at Schedule C (which shall be in conformity with the advertisement, prospectus etc.. on the basis of which sale is effected) in respect of the Apartment, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed.

3.2. 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 Schedule C to this Agreement, unless it results in structural defect.

The Allottee/s shall not be allowed to use any type of own/outside materials other Than those mentioned in the Schedule C that are provided by Promoter. No credits or deductions will be allowed.

3.3. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts / agreements) and upkeep all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

3.4. Saleable Area

3.4.1. The Promoter shall confirm the final Saleable Area that has been allotted to the Allottee after the construction of the Apartment is complete and the Occupancy Certificate is granted by the competent authority, by Furnishing details of the changes, if any, in the Saleable Area.

3.4.2. The total price payable for the Saleable Area shall be recalculated upon confirmation by the Promoter, if there is reduction in the Saleable Area, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee and if there is any increase in the Saleable Area which is not more than three percent of the Carpet Area of the Apartment, allotted to Allottee, the Promoter may demand the excess amount from the Allottee as per the next milestone of the Payment Plan as provided in Schedule E. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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3.5. Rights of Allottee to the Apartment:

Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

3.5.1. The Allottee shall have exclusive ownership of the Apartment:

3.5.2. 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 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 occupancy or completion certificate from the competent authority.

3.5.3. That the computation of the price of the [Apartment/Plot] 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, fire detection and fire fighting 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;

3.5.4. The Allottee has the right to visit the Project site to assess the extent of development of the Project and the Apartment by prior written communication to the Promoter. The Promoter will define a time, only during which the Allottee can visit the project. It is advised not to visit the Project site while construction activity is ongoing. The Promoter is not to be held responsible for any accidents that may occur for not adhering to the guidelines issued by the Promoter.

3.5.5. It is made clear by the Promoter and the Allottee agrees that the Apartment along with the car parking (as set out in Recital G in the preamble of this Agreement) 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 (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

3.5.6. The Promoter agrees to pay all outgoings before transferring the physical possession of the Project to the Allottees Association, which it has collected

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from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, utility 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 there for by Such authority or person.

3.5.7. Corpus Fund: Allottee/s agrees to pay an amount of Rs. 60/- per Sft of Saleable area towards Corpus Fund in the name of M/s. The Building Co. The Promoter shall transfer the 'Corpus Fund' collected by the Promoter from the Allottee, to the Association of Allottees within a period of three months after the handing over of the Apartment building to the Allottee Association, along with interest calculated at the average rate applicable for fixed deposits.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 4.1. 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 fulfil its obligations under this Agreement.
- 4.2. 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.
- 4.3. The Allottee understands and agrees that in the event of any failure on her/him part to comply with the applicable guidelines issued by the Reserve Bank of India, she/he may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 4.4. The Promoter accepts no responsibility in regard to matters specified in Clauses 4.1 to 4.3 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

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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 or the said Apartment applied for herein in any way, and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorises 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.

6. TIME IS OF 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. The handing over of the common areas, amenities and infrastructure in TBC Rasagna North shall be undertaken in favour of the Association of Allottees after the completion of TBC Rasagna North project in consultation with the Association of Allottees.

7. CONSTRUCTION OF THE PROJECT AND APARTMENT:

7.1. The Allottee has seen the approved layout plan, specifications, amenities and facilities of the Apartment title deeds and accepted the floor plan, payment plan and the specifications, amenities and facilities, annexed as Schedules C and D which have been approved by the competent authority, as represented by the Promoter.

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

7.3. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authority and shall also strictly abide by the bye-laws as prescribed by the State of Telangana 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.

8. POSSESSION OF THE APARTMENT:

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8.1. 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.

8.2. The Promoter shall complete the entire construction of project with all amenities and facilities fully provided as specified in Schedule – C and deliver the premises in a tenable condition within ____ months from the date of Agreement with a grace period of 6 months' time. The completion date mentioned in the agreement of sale is reckoned from the date of execution of the agreement.

8.3. Date of Handover:

8.3.1. The Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications and facilities of the Project in place on or before May 2023, the time of completion unless there is delay or failure due to pandemic, 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"). However to be read with the Clause No. 8.2 above with six months grace period in case of unforeseen circumstances.

8.3.2. 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 of a nature which make it impossible for the contract to be implemented.

8.3.3. 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 thirty 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.

8.4. Procedure for Taking Possession of the Apartment by Allottee

8.4.1. The Promoter (i) upon applying for and upon the completion of the period prescribed for issuing the occupancy certificate under applicable building laws; or (ii) after obtaining the Occupancy Certificate from the competent

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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 one month from the date of the offer of possession made by the Promoter.

8.4.2. If the Allottee fails to take delivery within the time specified in the notice referred to in Clause 8.3.1 above, he shall be liable for payment of all ongoing including maintenance charges, water and electricity charges, Corpus Fund etc., from the date of notice.

The Allottee/s grants and agrees that the Promoter and/or Society has the right to enforce the collection of any dues including maintenance etc. by such means of withholding the provision of utilities including water supply and electricity connection for non-payment of dues or taking any other measures to ensure proper and timely payment of dues by the Allottee/s.

8.4.3. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. However, 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.

8.4.4. The Allottee after taking possession or in accordance with Clause 8.3.2, agrees to pay the maintenance charges as determined by the Promoter/ Association of Allottees.

8.4.5. The Promoter shall hand over the occupancy certificate of the Project, as the case may be, to the Association of Allottees after obtaining the same from the competent authority.

8.5. Failure of Allottee to take Possession of Apartment

8.5.1. Upon receiving a written intimation from the Promoter as per Clause 8.3, 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.

8.5.2. In case the Allottee fails to take possession within the time provided in Clause 8.3.1, such Allottee shall continue to be liable to pay maintenance Charges as specified in Clause 8.4.2.

8.6. Handover of documents

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After obtaining the Occupancy Certificate and handing over physical possession or 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, in favour of the Association of Allottees.

8.7. Cancellation by Allottee

8.7.1. The Allottee shall have the right to cancel/withdraw the 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 percentage of amount paid for the allotment.

8.7.2. 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.

8.8. Compensation

8.8.1. The Promoter shall compensate the Allottee in case of any loss caused to her/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.

8.8.2. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment:

1. in accordance with the terms of this Agreement, duly completed by the date specified in Clause 8.2 or
2. due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act
3. or for any other reason

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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 Ninety days of it becoming due.

Provided that, where the Allottee does not intend to withdraw from the Project, in case of the delay beyond the above mentioned time period the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8.9. Handing over of Common Areas in the Apartment

8.9.1. The Allottee agrees that certain of the common areas and amenities as set out in Schedule D to the Agreement have been completed and handed over to the Association of Allottees and the remaining are in different stages of completion and the Promoter undertakes to completely finish and hand over the said facilities to the Association of Allottees.

8.9.2. The Allottee agrees that the Promoter shall be entitled to use the common areas and amenities for the purposes of completing the Project and that the Allottee will not raise any objection to such usage. The Allottee agrees that the Promoter has temporarily accommodated some of the common amenities in the apartment which have been constructed by the Promoter. The Promoter undertakes to relocate these common amenities to the clubhouse upon the completion of the clubhouse. Upon such relocation, the Promoter shall be entitled to sell or use such apartments in a manner that the Promoter deems fit and proper.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- a. 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.
- b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- c. There are no litigations pending before any Court of law or Authority with respect

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to the Said Land or Project.

- d. All approvals, licenses and permits issued by the competent authority 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, Apartment and Common Areas.
- e. 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.
- f. 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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement.
- g. 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.
- h. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee together with parking area for ____ car(s).
- i. 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 Occupancy Certificate has been issued and possession of Apartment has been handed over to the Allottee.
- j. 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.

10. EVENTS OF DEFAULT AND CONSEQUENCES

- 10.1. Subject to the Force Majeure clause (in Clause 8.3.2 above), the Promoter shall be considered to have committed an act of default, on the occurrence of any or the following events ("Default by Promoter"):

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Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 8.2 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 clause, '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

- a. applied for and the period prescribed for issuing the occupancy or completion certificate under applicable building has expired: or
- b. issued by the competent authority;

Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder,

10.2. 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 ninety days of receiving the termination notice.

10.3. The Allottee shall be considered to have committed an act of default, on the occurrence of any of the following events ("Default by Allottee"):

- (i) In case the Allottee fails to make payments for any demands made by the Promoter as per the Payment Plan (Schedule E) annexed hereto, within the timelines as specified in the 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 two (2) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour

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or 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/ Plot to another purchaser, whichever is later.

11. EXECUTION OF CONVEYANCE DEED

- 11.1. The Promoter, on receipt of Total Price of the Apartment as per Clause 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.
- 11.2. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorises the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

12. MAINTENANCE OF THE PROJECT

- 12.1. The Promoter shall be responsible to provide and maintain essential service in the Project till the taking over or 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, provided that the Promoter shall exclusively provide the maintenance services for the Apartment till the date on which the Apartment is handed over to the Allottee. After such period, the Association of Allottees shall be responsible for the maintenance of the Apartment and the Project. The Allottee further agrees that the Promoter shall be permitted to appoint a Property Management Company ("PMC") for the maintenance period till such time that the management is handed over to Association of Allottees. The Allottee agrees to enter into a Property Management Agreement with the PMC in the form prescribed by the Promoter/PMC in relation to the provision of such services as and when asked by the Promoter.
- 12.2. The facilities like club house and service connections, like water and sewerage supply, which are common shall be maintained by the Promoter till the entire Project is completed. The club house and its services shall be subject to user charges as may be fixed by the Promoter of the club house or as the case may be the service provider, from time to time.

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- 12.3. All other infrastructural facilities, including the equipment like lift, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance Agreements and insurance Agreements with the authorised service providers and the costs of such annual maintenance charges 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 the apartments/buildings in the project.
- 12.4. The Promoter / maintenance agency / Association or Allottees shall have rights of unrestricted access of all Common Areas, covered parking and other 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.
- 12.5. Allottee shall have to pay monthly subscriptions as user charges for various facilities such as Club House, Gym, Swimming Pool and other specific facilities etc. to be decided by the Promoter or association of Allottees at the time of commencement of Maintenance period.
- 12.6. Promoter reserves right to appoint the various service providers for the given amenities including the duration of such appointments, in the interest of the community, until the Association of Allottees take the responsibility to maintain the common areas of the community. The Allottee/s hereby agree/s to abide by the bye-laws of the society, Club Rules and Regulations and shall be liable for all such rules and regulations mentioned in the bye-laws, scope of maintenance and shall support all such amendments to the bye- laws from time to time.
- 12.7. It is agreed by the Allottee/s that he/she/they shall alone be liable to pay the maintenance charges, irrespective of whether the Apartment is occupied or not or occupied by a tenant or any other person. The Society shall have charge on every Apartment for all the amounts including the maintenance charges, due from the Allottee/s or other occupant.
- 12.8. During the execution of interiors, the Allottee/s hereby agrees to pay charges towards Debris removal @ Rs. _____/- for a single clearance, fixed electricity charges @ Rs. _____/- per month and also agrees to pay Rs. _____/- per Sft of the total built-up area per month on monthly basis, towards expenses for maintenance of common areas, till the commencement of pre-paid maintenance. All these payments shall be made either in the name of the Promoter or its nominee.
- 12.9. The Promoter reserves the right to maintain the common areas of the

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community for initial two years from the date of commencement of pre-paid maintenance. The commencement date will be intimated and informed either by the company or its nominee. The Allottee hereby agrees to pay an amount @ Rs. _____/- per Sft for the Saleable area (as mentioned in the column of E above) of the apartment as maintenance charges for common areas and all other facilities for a period of 2 years (the club house maintenance charges are excluded), payable on demand made by the Promoter, normally '3' months before handing over of apartment. The Promoter is also free to increase the charges if the above mentioned amount does not cover the maintenance expenses of the Building.

13. LIABILITY OF PROMOTER FOR DEFECTS

13.1. Notwithstanding anything contained in the above clause the following exclusions are made: 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 of the Apartment, 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.

13.1.1. 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 Promoter shall transfer manufacturer's guarantees/warranties to the Allottee or Association of Allottees as the case may be.

13.1.2. Fittings related to plumbing, sanitary, electrical, hardware, etc. Having natural wear and tear.

13.1.3. Allowable structural and other deformations including expansion quotient.

13.1.4. The terms of work like painting etc. which are subject to wear and tear.

13.2. The Allottee shall maintain the apartment in good tenantable conditions and carry out the internal repairs for the upkeep of the Apartment. The association of Allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the promoter shall be subject to proper maintenance and upkeep of the

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apartment/services and amenities by the Allottee or the association of the Allottees as the case may be.

14. GENERAL TERMS WITH RESPECT TO USEAGE OF THE APARTMENT

- 14.1. Use of the Basement and Service Areas: The basement(s) and service areas, if any, as located within the project shall be earmarked for purposes such as parking places and services including but not limited to electric sub - station, transformer, DG set room, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment, etc. and other permitted uses as per the sanctioned plan. The Allottee(s) shall not be allowed to use the service 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 the maintenance services.
- 14.2. Subject to clause 13 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, foyer, lobby, or the compound, which may be in violation of any laws or rules or any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipes, 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 jeopardised.
- 14.3. 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 the Apartment.
- 14.4. 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.

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- 14.5. The allottee(s) shall pay user charges with respect of Clubhouse, Gym, Swimming Pool, and all other facilities mentioned in schedule D Annexed hereto provided by the promoter or to its nominee or to the Society as per the usage under the Clubhouse rules and regulations and other notices given from time to time. Such user charges shall be paid to the promoter or its nominees who are the core service provider.
- 14.6. Any type of modifications, changes, variations and alterations to the structural, elevation and architectural features shall not be permitted. However, a request from the Allottee for minor one time internal modifications to the respective Apartment is permitted within a specified time. It is the sole discretion of the Promoter to accept such request in consultation with Architect and other service consultants and construction team to evaluate the request and decide to accept or reject.
- 14.7. The Allottee/s is liable to pay towards internal modifications, if any; indicated in the estimate furnished by Promoter. The Promoter shall commence the internal modifications only upon receiving the full amount i.e., 100% of the estimated cost furnished/notified by the Promoter within fifteen days from the date of written communication from Promoter or else the Promoter with no prior intimation to the Allottee/s, reserves the right to proceed ahead as standard Apartment without modifications being executed.
- 14.8. The Allottees shall not, at any time, demolish or be a cause to demolish their Apartment or any part of the building including the common areas such as staircase, parking places, etc., which are likely to cause injury or damage to the structure of the building. The Allottees shall not make or be a cause to make any additions or alterations or any new constructions of any nature, whatsoever, contrary to the plan for their Apartment or to any part of the building. The Allottees shall not close the balconies and parking with grills or any other partitions or Fix sliding/Fixed Windows to the balconies/service areas or make any additions and alterations in the elevation and shall not alter the exterior of the building, including colour scheme without the unanimous approval of the Association.
- 14.9. The Allottees shall keep their Apartment as well as partition walls, drains, drainpipes, water pipelines and the appurtenances thereto in good tenable condition so as to support shelter and protect all parts of the building and also for proper utility and occupation.
- 14.10. The Allottees shall use the common over-head tank provided for, along with other Apartment owners of the building, and agrees to pay the water charges as and when levied, proportionately as per the reading of water meter. The Allottees agree to fix the air conditioner units, both the outdoor and indoor units at the designated location as shown/earmarked in the apartment only. The Allottee cannot request for the same to be shifted for any reason.

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- 14.11. The Allottees also covenants that they will not throw dust, rubbish, rags, waste, spit or permit the same to be thrown in the compound or in any portion of the said building which may cause damage or inconvenience to other occupants of the building. It is hereby specifically agreed by the Allottees that they will dry their clothes only in the Utility areas. The Allottee will not dry any clothes on the parapet walls of Utility Area or utilise common areas such as the terrace to dry their clothes and are required to use specially designed stand/apparatus/pulley system for the same. The Allottees shall not keep door mats, shoe racks, footwear or any kind of personal material or their belongings in any of the common areas including the corridors, parking areas, terrace areas, etc.
- 14.12. The Allottee & Association of Allottees agrees not to dry clothes in the Sit out, place pots, clad the walls in any material, paint the walls in a different colour, install false ceiling, fix cupboard/racks or make any modifications to the Sitouts. The Promoter reserves the right to remove any such installations/modifications.
- 14.13. The Allottee or Association of Allottees agrees that corridor area will not be used fix cupboards, shoe rack, racks, place pots or undertake any modification to the way it was handed over. Further the Allottee & Association of Allottees agree that no changes to the main door including change in colour, height and width, installation of additional screen door over the main door will be undertaken by them. The Allottee and Association of Allottees also agree that corridor walls including those next to the main door will not be painted in a different colour, clad with material or make any necessary changes to the way it was handed over at the time of completion.
- 14.14. The Allottee and Association of Allottees agree that their name board outside their apartment will be in accordance to the design provided by the Promoter. Further they agree that no light fixtures or signage's can be installed outside the main door or in the corridor.
- 14.15. The Allottees hereby agree that they will use the said Apartment for residential purpose only and shall not use for commercial purposes such as office space, clinics, consultancies, display centres, service apartments etc. or permit the same to be used for any other purpose which may likely to cause inconvenience to the neighbouring occupants of the building nor shall it be used for any illegal or immoral purposes but strictly for residential use and if it is let out, should be utilised for the residential purpose only.
- 14.16. To maintain the Apartment at the Allottees 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

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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.

The Allottee/s shall not be entitled to alter the external appearance, colour scheme of the exterior of the building and shall maintain the Promoter name, logo and project name displayed at the project site at all times without resorting to any changes. The proposed Welfare Society and general body or office bearers of the society also shall have no authority to change the logo and name of the complex/ community.

14.17. 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.

14.18. To carry out at her 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.

14.19. 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, fire sprinkler system, 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 in any other manner cause damage to columns, beams, walls, slabs or RCC, or other structural members in the Apartment without the prior written permission of the Association of Allottees.

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14.20. 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.

14.21. 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 in which the Apartment is situated.

14.22. The Allottee shall observe and perform all the rules and regulations which the Association of Allottees 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 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 Association or Allottees regarding the occupancy and use of the Apartment and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement

14.23. Till a conveyance of the Common Areas, services and amenities of the building/ Project in which Apartment is situated is executed in favour of Association of Allottees 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.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

16. ADDITIONAL CONSTRUCTIONS

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

17. MORTGAGE OR CREATION OF 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

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mode or manner by way of charge/mortgage/securitisation of the Apartment / Project / Building or the land underneath or the receivables in terms of development agreement with the owners, 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.

18. MISCELLANEOUS

18.1. The Parties hereby agree that in case the Allottee is availing a housing loan/loan from any Bank / Financial Institution / Non-Banking Financial Corporation/ Financier (the "Bank"), a Tri-partite Agreement, as per the draft provided by the Bank and agreed by the Promoter, shall be executed by and between the Bank, the Promoter and the Allottee. In any event, the Allottee will finance the margin money, and the loan will be paid directly from the Bank to the Promoter. The Allottee acknowledges that the Allottee's obligation to pay the total sale consideration as mentioned in this Agreement shall be an independent and exclusive liability, which is independent of the bank loan obtained by the Allottee, such that, if the Allottee is unable to obtain a bank loan or having obtained a bank loan, the Bank is not disbursing the money, the Allottee shall be independently liable to pay the sale consideration to the Promoter. The Promoter shall not be responsible in any way if the Allottee does not succeed in receiving a loan from the Bank.

18.2. The Allottee understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities ("TDS") on the properties with a total sale deed value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) or on such other amounts, as may be prescribed by the Income Tax Authorities and deposit the said TDS with Income Tax Authorities. Further, the Purchaser(s) hereby undertakes to duly submit with the Promoter such certificate Within 15 days of remitting TDS with Income Tax Authorities.

18.3. The building is named and called as **"TBC Rasagna North"** and the Promoters can erect display boards/name boards as per their commercial and branding requirements on a permanent basis. The name board of the builders will be displayed permanently at the site and the Allottees have no objection to the same.

18.4. The Allottee/s will not be allowed to start interior works until the construction of apartment is totally constructed and completed. Once the apartment is handed over to the Allottee for interiors means and includes that the apartment is fully finished and formalities of handover is complete, irrespective of whether or not the apartment is ready for living. Interiors will be allowed only after handing over / taking over of the Apartment. The Interiors have to be completed within 4 months

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from the date of taking over of the Apartment. Interiors shall be done between 8.00 A.M to 7.00 PM only. Allottee has to pay a penalty of Rs. _____/- per month to the society for interiors done beyond 4 months of handing over.

18.5 All the AC outdoor units & indoor units shall be placed only in the designated areas which will be decided by the Architect/HVAC consultant. No changes shall be permitted in these locations. All electrical wiring, copper wiring, AC drain piping & any other services related to AC have to be concealed & must not be seen in the elevation or any other common areas.

18.6. The Allottee/s shall pay an amount of Rs. _____/- (Rupees _____ ONLY) Towards Legal and Documentation Charges plus applicable taxes at the time of execution of Sale Deed Registration.

18.7. It is agreed that the parking places will be allotted to the Allottees by the Architect or Parking Consultants based on the location of the flat.

18.8. All the owners/residents must park their vehicles in the parking lots allotted to them and they must not park their vehicles in any of the open areas of the building, setbacks, or in the parking lots of other owners/residents.

19. ASSOCIATION OF ALLOTTEES

19.1. The owners of the TBC Rasagna North will form themselves into an association called TBC Rasagna North Association (Association of Allottees) which is a society registered under the A.P. Societies Registration Act. 2001. Accordingly, the Allottee hereby agrees, acknowledges and confirms that the Promoter is deemed to have discharged the obligation to enable the formation of an association of Allottees Under Section 11(4)(e) of the Act.

19.2. The Allottee hereby agree that, pursuant to execution and registration of Sale Deed and upon taking possession of the Apartment, the Allottee will duly obtain the membership of Association of Allottees.

19.3. Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 18 of the Act, 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 in the Project which is still not sold 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.

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20. TRANSFER

20.1. The Allottee, without the prior written consent of the Promoter, shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Apartment, However, the Allottee shall have the right to nominate one blood relative in whose name the Sale Deed for the Apartment can be registered instead of the Allottee, prior to the registration of the Sale Deed. This is limited to only a one-time nomination.

20.2. In the event that the Allottee seeks to transfer the rights concerning the Apartment at any time prior to the registration of the Sale Deed which can be done only in accordance with Clause 20.1 above, then the Allottee shall not sell the Apartment at any price lower than the prevailing base price of the Promoter for such Apartment and pay an amount of Rs.3,00,000/- plus applicable taxes to the Promoter and obtain a No-objection Certificate from the Promoter with respect to such transfer or sale by executing required documentation between the Promoter, the Allottee and the third party. It is clarified that the third party purchasing the Apartment shall not be allowed to sell the same again till the Sale Deed has been registered in favour of the third Party and subject to the fulfilment or the other terms of this Agreement. The third party that steps in as a result of such sale shall execute the relevant agreements in the same format as were executed by the Allottees with the Promoter, and shall have all the obligations towards the Promoter as the Allottee had in the first instance.

20.3. The Promoters and Owner's shall execute the registered Sale Deed in favour of the Allottee/s only. The Allottee/s is not entitled to transfer the rights or assign this agreement or otherwise nominate third party in respect of the Schedule-B Property in any manner without the written consent of the Promoter. The Allottee/s shall not sell or otherwise dispose of the Schedule- B Property to any third party till the completion of the Project or till all the flats in project are sold by the Promoter. Any such trading or speculative action like resale to a third party in respect of the Schedule-B Property is strictly prohibited. This prohibition is made in the interests of the Projects and it is understood by both the parties that such trading or speculative transactions affect the business of the Promoter and consequently, impairs the scheme and the completion of the project in the given schedule.

20.4. The transfer of rights as described in paragraph 20.2 above is subject to the following conditions: (i) the Allottee having paid at least 25% of the total consideration from their own capital, and (ii) the Allottee has fulfilled and will fulfil,

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until actual transfer of rights, all of their contractual obligations as stipulated in this Agreement.

21. BINDING EFFECT

21.1. 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 (Schedule E) within 15 (Fifteen) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub - Registrar Office, Quthbullapur, Ranga Reddy District as and when intimated by the Promoter.

21.2. If the Allottee 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 15 (Fifteen) 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.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE TO 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.

25. WAIVER NOT A LIMITATION TO ENFORCE:

For THE BUILDING CO.

 Partner

25.1. The Promoter may, at its sole option and discretion, without prejudice to its rights asset out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule E) 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 for binding on the Promoter to exercise such discretion in the ease of other Allottees.

25.2. 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.,

26. SEVERABILITY

If any provision of this Agreement is 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.

27. 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 Saleable Area of the Apartment bears to the total Saleable Area of all the Apartments in the Project.

28. 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 transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorised signatory at the Promoter's Office or at some other

For **THE BUILDING CO.**

 **Partner**

place, which may be mutually agreed between the Promoter and the Allottee. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the Sub - Registrar Office, Quthbullapur, and Ranga Reddy District. Hence this Agreement shall be deemed to have been executed at Hyderabad.

30. NOTICES

30.1. All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

- i. In the case of notice to the Promoter:

Attention: M/s. The Building Co.

Address: E11, Vikrampuri, Karkhana, Secunderabad, Telangana - 500 009

E mail: thebuildingcompany17@gmail.com

- ii. In the case of notice to the Allottee:

Attention:

Address:

E mail:

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

31. JOINT ALLOTTEES

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

32. SAVINGS CLAUSE

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, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

33. GOVERNING LAW

For THE BUILDING CO.

 Partner

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.

34. 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 lie settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

35. OTHER TERMS AND CONDITIONS

35.1. Stamp Duty, Registration Charges and all other Incidental and Legal Expenses:

All charges, expenses, stamp duty, registration fee and legal / incidental expenses etc., towards execution and registration of this Agreement and the sale deed, at the rate as may be applicable on the date of registration of this Agreement and the sale deed of the said Apartment including documentation shall be borne by the Allottee only.

35.2. Realisation of Payments: All payments shall be subject to their actual realisation in the Promoter's account. The date of credit into the aforesaid account or the Promoter shall be deemed to be the date of payment of an instalment by the Allottee.

SCHEDULE A

Details of Schedule A Property

All that the Open Lands (Residential use) admeasuring an extent 13,011.24 Sq. Yards equivalent to 10879.05 Sq. Meters covered by Sy No.25/1/A,25/1/AA, 25/1/A/AA/A/2, 25/1/AA/4/5 and 25/1/A/AA of Pet - Basheerabad Village and Quthbullapur Mandal, in Sy No: 103/A of Kompally Village, Dundigal Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana, building Known As "**TBC RASAGNA NORTH**" & Bounded on:

North	Land in Sy No:25/1 (part)
South	Gairan
East	Land in Sy No:25/1(part)
West	N.H. 44

For THE BUILDING CO.

 **Partner**

SCHEDULE B

Details of Schedule B Property

All that residential Apartment to be built, bearing No. , on Floor, in Block, admeasuring Sq. ft., super built-up area (inclusive of Carpet area, Wall area, Balcony area and Common area) covered by Sy No.25/1/A,25/1/AA, 25/1/A/AA/A/2, 25/1/AA/4/5 and 25/1/A/AA of Pet - Basheerabad Village and Quthbullapur Mandal, in Sy No: 103/A of Kompally Village, Dundigal Gandimaisamma Mandal, Medchal-Malkajgiri District, Telangana , building Known As **“TBC RASAGNA NORTH”** & Bounded on:

North	
South	
East	
West	

For THE BUILDING CO.

 Partner

IN WITNESS WHEREOF, parties herein-above 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.

For and on behalf of the Promoter

M/s The Building Co.

For THE BUILDING CO.

 Partner

For and on behalf of the Allottee

Witness:

1. _____

2. _____

For THE BUILDING CO.

 Partner

SCHEDULE C

SPECIFICATIONS

Super Structure & Elevation

Aerocon block walls. Contemporary elevation.

Flooring

Vitrified flooring in all rooms

Toilets

Ceramic tiles flooring and tiles dadoing up to 7 feet, wall minutes of standard make

Painting

Luppum finish in all the rooms and toilets

Doors

Main door both sides veneer with PU polish with necessary brass fittings. Internal doors with teakwood frames with panel Masonite skin doors

Kitchen

Granite Platform, glazed tiles dadoing up to 2 feet above the platform and steel sink

Plumbing

CPVC fitting for water lines PVCSWG pipes (Prince or equivalent) for drainage system

Generator

Generator Backup for lift, 6 electrical points inside the flat and common areas.

Windows

All window frames and sliding shutters will be UPVC with glass panels and safety grills.

Electrical

Concealed copper wiring with quality switches, 15A socket in kitchen, toilet and dining, TV and telephone points in hall and master bedroom, adequate light points 5A socket in all rooms modular

Intercom Facility

For THE BUILDING CO.

 Partner

Intercom facility in all flats for security and services

For THE BUILDING CO.

A handwritten signature in dark blue ink, appearing to read 'Jancy', with a stylized flourish at the end.

Partner

SCHEDULE D AMENITIES

AND FACILITIES

A well designed Clubhouse with facilities like:

1. Grand Entrance Lobby
2. Swimming Pool
3. Banquet Hall
4. Association Room
5. Gym
6. Badminton Court
7. Multipurpose Rooms
8. Guest Rooms
9. Games Room

Sustainable Landscape design with walkways

SCOPE OF MAINTENANCE IF MAINTAINED BY DEVELOPER

1. Security Services
House Keeping and upkeep of all Common Areas (Clubhouse excluded) Daily Collection and Disposal of Garbage
2. Supply & Distribution of Water. Cost of water consumed by residents (metro + tankers)
Electricity for pumping is payable equally by residents on monthly basis.
3. Attending to Plumbing Complaints.
4. Attending to Electrical Complaints.
5. Operation and Maintenance of Prepaid Reticulated Gas Supply System.
6. Operation and Maintenance of Prepaid Electricity supply system.
7. Electricity Charges for common amenities, utilities and services (club house excluded).
Lighting of Common Areas.
8. Maintenance of Landscaping.
9. Operation and Maintenance of sewage Treatment Plant.
10. Operation and Maintenance of DG Sets. Expenses for Diesel for the DG Power units consumed in apartments is to be borne by the Individual Residents.
11. Operation and Maintenance of lifts
12. Operation and Maintenance of Electrical Transformers, Switchgear Panels, MV Panels, VCBs, ACBs, Earth Pits and Common supply Panels, Lighting Panels and Cable Network.

For THE BUILDING CO.

 **Partner**

SCHEDULE E

PAYMENT SCHEDULE OF SALE CONSIDERATION INCLUDING APPLICABLE GST

Milestone	%	Amount	GST	Total
At the time of booking	20%			
On commencement of foundation	8%			
On completion of Cellars	8%			
On completion of Stilt	8%			
On completion of 2nd Floor Slab	8%			
On completion of 4th Floor Slab	8%			
On completion of 6rd Floor Slab	8%			
On completion of 8th Floor Slab	8%			
On completion of Respective Flat Brickwork	10%			
On completion of Flooring/ Painting (Whichever is earlier)	5%			
On completion of Electrical/ Plumbing (Whichever is earlier)	5%			
On registration/Handing over (Whichever is earlier)	4%			
Total	100%			

For THE BUILDING CO.

 **Partner**