# (See rule 38) AGREEMENT FOR SALE

This Agreement	for	Sale	("Agreement")	executed	on	this	_day	of	
(Month), 20,	by a	nd be	tween						

- 1. M/s TMR Infratech, a partnership firm registered under the Indian Partnership Act, 1932, bearing No. 343/2016, having its principal place of business in premises bearing Sy.Nos: 172, 173 & 175, Burtonguda, Macha Bolarum, Kompally to Bolarum Railway station road, Secunderabad, TS 500010, (PAN # AAKFT8985B) represented by its authorized Managing Partner, Sri Samala Sriram Reddy, s/o Sri S. Venkat Reddy, aged about 44 years, Occ: Business, R/o Flat No:212, Arms Burg Ultimo, Near Konark hospital, Petbasheerabad, Qutbullapur, Hyderabad 500067 (Aadhar No: 5023 0379 4054).
- 2. Sri. Thota Malla Reddy s/o Late Ram Reddy, aged about 77 years, Occupation: Business, Resident of H.No.9-71/3, Burtonguda, Bolarum, Secunderabad, 500 010,
- 3.Smt. Poreddy Chandana Reddy w/o P. Devender Reddy, Aged about 43 years, Occupation: Business, Resident of H.No.1-5-1118, Road No.11, Alwal Hills Secunderabad 500010.
- 4. Smt. Samala Sudha Rani w/o Sri. Sreeram Reddy, aged about 41 years, Occupation : Household, Resident of Flat No.G-212, Arms Burg Altimo, Near Konark Hospital, Pet Basheerabad, Quthbullapur Mandal, Hyderabad -500067.

(The afore named individuals from 2 to 4 are herein after called as the "Land-Owners" and partners of the M/s TMR Infratech, a Partnership firm)

FOR PURPOSE OF REGISTRATIONS, THE ABOVE NAMED LAND OWNERS ARE REPRESENTED BY THEIR GENERAL POWER OF ATTORNEY HOLDER:

Sri. THOTA MADHUSUDHAN REDDY S/O. Sri.T. MALLA REDDY,

Aged about 49 Years, Occupation: Agriculture, R/o.H.No.9-71/3, Burtonguda, Bolarum, Alwal Mandal, Presently under Medchal-Malkajgiri District. Telangana State: PAN # AEJPT5415R and MOBILE No .9849303040, by virtue of Registered GPA Document No.2792/2019 Dated: 08-05-2019, Registered at .S. R.O. Vallabhnagar, Secunderabad.

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).

For TMR INFRATECH

			AND			
Mr. / Ms				, (Aadhar no.	) son	/ daughter
of	,	aged	about		residing	; at
			_, (PAN		), h	ereinafter
called the "ALLO	TTEE" (w	hich exp	ression sh	all unless repugr	nant to th	ie context
or meaning ther	eof be de	emed to	mean and	l include his/he	r heirs, e	executors,
administrators.				•		

#### 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. The afore named "Land Owners" are the absolute owners and peaceful possessors of land admeasuring Ac. 6-11.6 Gts. in Sy.Nos: 172 & 173 & 175, covered under ward no: 2, situated at **Macha Bolaram Village**, under Greater Hyderabad Municipal Corporation Alwal Circle, Malkajgiri Mandal, R.R. District, by virtue of the following registered documents, which is hereinafter called as "Schedule of Land"

S.	Owner	Reg. Document Number	Land	Village	Details
No	Name		Area		
1.	Thota Malla	Pattadar Pass Book No.	Ac 5-00	Macha	Malkajgiri
	Reddy	106488 and Patta No. 88,	guntas	Bollarum	Mandal Medhcal
		issued by Mandal Revenue			district (old
		Officer, Malkajgiri,			R.R.Dist)
		R.R.District			,
2.	Poreddy	Gift Settlement Deed	Ac 1-00	Macha	Malkajgiri
	Chandana	registered vide document	guntas	Bollarum	Mandal Medhcal
	Reddy	bearing No: 6463 dated:			district (old
		30-11-2006 in S.R.O.			R.R.Dist)
		Vallabhnagar		_	<u> </u>
3	Samala	Gift Settlement Deed	Ac 1-00	Macha	Malkajgiri
	Sudha Rani	registered vide document	guntas	Bollarum	Mandal Medhcal
		bearing No: 6463 dated:			district (old
		30-11-2006 in S.R.O,			R.R.Dist)
		Vallabhnagar			, 

Whereas this subject land of Ac. 6-11.6 guntas, herein after called as "Schedule of Land", is pooled into the partnership firm by the Land Owners as their respective share of investment. Hence, herein after, the "schedule of land" is called and treated as the property of the 'M/s TMR Infratech', the Partnership Firm.

B. The Said Land is earmarked for the purpose of building a Residential enclave, comprising of villas of similar size, similar elevation, same colour scheme, etc. along with certain amenities for the common enjoyment like a Club house, roads, street lighting, Swimming Pool, landscaped gardens, etc. and the said project shall be known as 'TMR Marvel';

For TMR INFRATECH

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C. Whereas the Land Owners have obtained permission for all the (80) villas vide Building Permit Order / Layout sanction, bearing Permit No. 53539/HO/NZ/Cir-16/2016 dated 18-03-2019 in File No.109429/12/2016/HO issued by the Commissioner, GHMC Hyderabad, including those (15) plots of 200 Sq. yards each of Smt. Poreddy Chandana Reddy w/o P. Devender Reddy,(Land-Owner No-2,herein) for which LRS proceedings bearing No.LRS28102016085011dated 28-10-2016 was already obtained earlier. The total area covered by the said sanctioned layout is 32,374 Sq. meters OR Acs.8-00 guntas, with actual layout area is 25,487.59 Sq. meters OR Ac. 6-11.6 Guntas, consisting of 80 plots for construction of villas over there.
- D. The PROMOTERS are 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.
- E. The PROMOTER has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the GHMC, Hyderabad. The PROMOTER agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act 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
onunder registration no
G. The ALLOTTEE had applied for a Villa in the Project vide application no.
datedand has been allotted Villa no, withfacing
on a plot area of sq. yards, with total built-up area ofsq. feet
(hereinafter referred to as the "Villa" more particularly described in Schedule A and
the floor plan of the Villa 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 PROMOTER, in the scheme of the development of the group-housing viz TMR MARVEL, envisages that all the prospective buyers of plot shall eventually become absolute owners of the plot of land together with a villa constructed there on. While the buyers have the option to purchase 200 Sq. yards of Plot in the GHMC sanctioned Layout of land for a reasonable price, simultaneously, the same buyer of plot of land shall also enter into a Construction Agreement / Work Order, for completion of construction of the Villa, as per the standard specifications. The cost of the construction varies depending on the modifications, proposed by the customers individually.
- 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 Patries, the PROMOTER

MSA

For TMR INFRATECH

hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the Villaand the garage/covered parking (if applicable) as specified in para G.

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

# 1. TERMS:

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 Villa as specified in para G.

additional charges for the Amenities like Clubhouse, Swimming pool, etc.	
miscellaneous works like Electrical Transformer, individual Electrical/Water connection etc.	r/Drainage
Plot No	

The Total Price for the Villa based on the Saleable area is Rs. ...../-(Rupees

Type Facing
Total price (in rupees only)

# Explanation:

Villa no. ......

- (i) The Total Price above includes the booking amount paid by the ALLOTTEE to the PROMOTER towards the Villa;
- (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 Villa/plot 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;

For TMR INFRATECH

MS

- (iv) The Total Price of Villa includes recovery of price of land, construction of [not only the Villa but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law)in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Villa 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 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(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The PROMOTER may allow, in its sole discretion, a rebate for early payments of installments payable by the ALLOTTEE by discounting such early payments @ ..... % per annum for the period by which the respective installment 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.
- It is agreed that the PROMOTER shall not make any additions and 1.6 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 Villa, 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 maintenance (including continuance of safety, annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the PROMOTER, for which the PROMOTER shall not be liable after handing over.

I.MSA

For TMR INFRATECH

- 1.7 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 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 Villa, 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.
- 1.8 Subject to para 9.3 the PROMOTER agrees and acknowledges, the ALLOTTEE shall have the right to the plot mentioned below:
  - (i) The ALLOTTEE shall have exclusive ownership of the Villa;
  - (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 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 Villa includes recovery of price of land, construction of [not only the Villa but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law)in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other

facilities, amenities and specifications to be provided as per the agreement within the Villa 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 Villa/plot, as the case may be.
- 1.9 It is made clear by the PROMOTER and the ALLOTTEE agrees that the Villa 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.
- 1.10 The PROMOTER agrees to pay all outgoings before transferring the physical possession of the Villa to the ALLOTTEEs, which it has collected from the ALLOTTEEs, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the PROMOTER fails to pay all or any of the outgoings collected by it from the ALLOTTEEs or any liability, mortgage loan and interest thereon before transferring the Villa 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

For TMR INPUT

MM

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.

1.11 The ALLOTTEE has paid a sum of Rs. ....../- (Rupees ......only) as booking amount being part payment towards the Total Price of the Villa at the time of application the receipt of which the PROMOTER hereby acknowledges and the ALLOTTEE hereby agrees to pay the remaining price of the Villa 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.

# 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 Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'TMR Infratech' payable at Hyderabad.

# 3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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.

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 Villa 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 [Villa/Plot], if any, in his/her name and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his payments in any manner.

TIME IS ESSENCE: The PROMOTER shall abide by the time schedule for For TMR INFRATECH

MSh

0 004

completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Villa to the ALLOTTEE and the common areas to the association of ALLOTTEEs or the competent authority, as the case may be.

CONSTRUCTION OF THE PROJECT/ VILLA: The ALLOTTEE has seen the proposed layout plan, specifications, amenities and facilities of the Villa 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 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 please insert the relevant State laws] 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 VILLA:

- Schedule for possession of the said Villa- The PROMOTER agrees and understands that timely delivery of possession of the Villa 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 Villa along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 18 months from the date of registration of semi-finished villa, 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 [Villa/Plot], 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 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.
- 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 Villa, 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 ongoings 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

For TMR INFRATECH Managing Partner 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 occupancy certificate of the Villa/plot, as the case may be, to the ALLOTTEE at the time of conveyance of the same.

Failure of ALLOTTEE to take Possession of Villa- Upon receiving a written intimation from the PROMOTER as per para 7.2, the ALLOTTEE shall take possession of the Villa 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 Villa 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 Villa 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 Villa/Plot 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 Villa(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 [Villa/Plot], 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 if the ALLOTTEE does not intend to withdraw from the Project, the PROMOTER shall pay the ALLOTTEE interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Villa/Plot], which shall be paid by the PROMOTER to the

Managing Partner 1. MS/

ALLOTTEE within ninety days of it becoming due.

# 8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

- 1. The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:
- (ii) 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;
- (iii) The PROMOTER has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (v) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Villa 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 Villaand common areas;
- (vii) The PROMOTER has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the ALLOTTEE created herein, may prejudicially be affected;
- (viii) The PROMOTER has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Villawhich will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- (ix) The PROMOTER confirms that the PROMOTER is not restricted in any manner whatsoever from selling the said Villato the ALLOTTEE in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the PROMOTER shall handover lawful, vacant, peaceful, physical possession of the Villato the ALLOTTEE and the common areas to the association of ALLOTTEEs or the competent authority, as the case may be;
- (xi) The PROMOTER has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of Villa, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the ALLOTTEE and the association of ALLOTTEEs or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the PROMOTER in respect of the said Land and/or the Project except those disclosed in the title report.
- 2. The ALLOTTEE/s or himself/themselves with intention to bring all persons into whosoever hands the Villa may dome, hereby covenants For TMR INFRATECH

Managing Partner

1. N. S.

- i. To maintain the Villa at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Villa is taken and shall not do or suffer to be done anything in or to the building in which the Villa 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 Villa is situated and the Villa itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Villa 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 Villa 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 Villa is situated, including entrances of the building inwhich the Villa issituated and in case any damage is caused to the building in which the Villa is situated or the Villa 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 Villa and maintain the Villa 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 Villa is situated or the Villa 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 Villa 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 Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the Villa 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 Villa 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 Villa without the prior written permission of the PROMOTER and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Villa 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 For TMR INFRATECH

the same to be thrown from the said Villa in the compound or any portion of the project land and the building in which the Villa is situated.

- vii. Pay to the PROMOTER within fifteen days of demand by the PROMOTER, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Villa 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 concernedlocal authority and/or Government and/or other public authority, on account of change of user of the Villa by the ALLOTTEE for any purposes other than for purpose for which it is sold.
  - The ALLOTTEE shall observe and perform all the rules and ix. 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 Villas 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 Villa 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 Villa is situated is executed in favour of Society/Limited Company/Association and till all the total builtup 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 Villa is situated is executed in favour of Apex Body/Federation/Association and till all the total builtup 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:

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

(i) PROMOTER fails to provide ready to move in possession of the Villato the ALLOTTEE within the time period specified in para 7.1 or fails to For TMR INFRATECH

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 Villa shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the 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.

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 Villa, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice: Provided that where an ALLOTTEE does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the PROMOTER, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Villa/Plot], which shall be paid by the PROMOTER to the ALLOTTEE within ninety days of it becoming due.

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 Villain 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 Villa/Plot to another purchaser, whichever is later.

10 CONVEYANCE OF THE SAID VILLA: FOR TMR INFRATECH

Managing Partner

MSH

The PROMOTER, on receipt of Total Price of the Villa as per para 1.2 under the Agreement from the ALLOTTEE, shall execute a conveyance deed and convey the title of the Villa together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate\* and the completion certificate, as the case may be, to the ALLOTTEE. [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]. 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 / VILLA / PROJECT:

- 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 plots/Villas/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the PROMOTER and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.
- 2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the ALLOTTEE, the PROMOTER shall be the occupant in respect of any plot/Villa/building.

# **DEFECT LIABILITY**:

- 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 ALLOTTEEs shall be entitled to receive compensation in the manner as provided under the Act.
- 2. Notwithstanding anything contained in the above clause the following exclusions are made
  - a. Equipment (lifts, generator, motors, STP, transformers, 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

For TMR INFRATECH

Managing Partner

- transfer manufacturers guarantees/warrantees to the ALLOTTEE or association of ALLOTTEEs as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.
- 3. The ALLOTTEEs shall maintain the Villas in good tenantable conditions and carry out the internal repairs for the upkeep of the Villas. 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 Villas/services and amenities by the ALLOTTEE or the association of the ALLOTTEEs as the case may be.
- 13. RIGHT TO ENTER THE VILLA FOR REPAIRS: The PROMOTER / maintenance agency /association of ALLOTTEEs shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the association of ALLOTTEEs and/or maintenance agency to enter into the Villaor any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
- 14. USAGE: Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the TMR Marvel, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The ALLOTTEE shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of ALLOTTEEs formed by the ALLOTTEEs for rendering maintenance services.

# 15. GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:

Subject to para 12 above, the ALLOTTEE shall, after taking possession, be solely responsible to maintain the Villa 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 [Villa/Plot], 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 Villa and keep the [Villa/Plot], 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.

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 Villa or place any heavy material in the common passages or staircase of the Building. For TMR INFRATECH

Sheddy Managing Partner MSM The ALLOTTEE shall also not remove any wall, including the outer and load bearing wall of the [Villa/Plot].

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 a Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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

# 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 Villa / Project / Building or the land underneath or the receivables, subject to the condition that the Villa 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 Villa or building or For TMR INFRATECH

Har

MSL

plot 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.

- 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 before the concerned Sub-Registrar, registration of the same Vallabhnagar, Hyderabad. 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 Villa/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 Villa and the Project shall equally be applicable to and enforceable against and by any subsequent ALLOTTEEs of the [Villa/Plot], in case of a transfer, as the said obligations go along with the Villafor 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.
  - 25. **SEVERABILITY**: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and For IMR INFRATECH

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 Villabears to the total carpet area of all the [Villas/Plots] 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.
  - 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, between the PROMOTER which may be mutually agreed ALLOTTEE, after the Agreement is duly executed by the in ALLOTTEE and the PROMOTER or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at \_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at .
- 29. **NOTICES:** That all notices to be served on the ALLOTTEE and the PROMOTER as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the PROMOTER by Registered Post at their respective addresses specified below:

	Name of ALLOTTEE
	(ALLOTTEE
Address) M/s	PROMOTER name
	(PROMOTER Address)

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.

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.

TMR INFRATECH

Managing Partner

- 31. **SAVINGS**: Any application letter, allotment letter, agreement, or any other document signed by the ALLOTTEE, in respect of the Villa, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Villa, plot or building, as the case may be, shall not be construed to limit the rights and interests of the ALLOTTEE under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.
- **32. GOVERNING LAW**: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

#### SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE: (including joint buyers)		
(1) Signature		
Name	Please photograph	affix and
Address	sign across photograph	the
(2) Signature	Dlages off:	
Name	Please affi photograph and sign across the	n
Address	photograph	

For TMR INFRATECH

Managing Partner

- MM

# SIGNED AND DELIVERED BY THE WITHIN NAMED: PROMOTER: Please affix photograph and (1) Signature sign across the photograph Name: SAMALA SRIRAM REDDY Address: Flat No:G-7, Arms Burg Ultimo, Near Konark hospital, Petbasheerabad, Qutbullapur, Hyderabad - 500055, at Hyderabad, on......day of ......., 2019 in the presence of: (2) Signature Sri. THOTA MADHUSUDHAN REDDY S/O. Sri.T. MALLA REDDY, R/o.H.No.9-71/3, Burtonguda, Bolarum, Alwal Mandal, Presently under Medchal-Malkajgiri District. on......day of ......., 2019 in the presence of: WITNESSES: 1. Signature\_\_\_\_ Name\_ Address\_\_\_\_ 2. Signature\_\_\_\_ Name\_ Address \_\_\_\_\_\_

IMR INFRAGECT

SCHEDULE 'A'-	Face ad construction Sy. Nos. 172	ECE AND PARG Imeasuring abo thereon, in the , 173 & 174, s ndal, Medchal-I	ut Sq project l situated a	ı Yds., along v known as 'TMR t Macha Bollar	with a Villa ? MARVEL', rum village,
	West:				
SCHEDULE 'B' -		G VILLA 38HK: GROUND FLOOR	N :	WEST FACING VILLA 3BHK: FIRST F	SO SELECTION N

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

For TMR INFRATECH

Managing Partner

#### SCHEDULE 'D'

# SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE VILLA)

#### SUPER STRUCTURE:

Solid Bricks in cement mortar, 8" th for external walls on G.F, 4" for internal walls.

#### PLASTERING:

- INTERNAL: 15 mm thick double coat cement plaster smooth finishing for walls & ceiling.
- EXTERNAL: 20 mm thick double coat water proof, sand faced cement plastering.

# JOINERY WORKS:

- **MAINDOOR:** Teak Wood frame & aesthetically designed paneled shutters finished with melamine matt polish fixed with door eye view and designer hardware of repute make.
- **INTERNAL DOORS:** Teak wood frames & moulded Masonite skin flush door shutters finished with melamine matt polish fixed with hardware of reputed make.
- WINDOWS: UPVC windows or Teak wood frames & glass paneled glazed shutters and provision for mosquito mesh, fitted with elegantly designed M.S grills with hardware of standard make.

**ELECTRICAL:** Concealed copper wiring in conduits for lights, fans and power plug points with metal boxes & modular switches of standard make wherever necessary.

- a. Power outlets for Air conditioners in all bedrooms.
- b. Power outlets for geysers in bathrooms & washing machine in utility.
- c. Power plugs for refrigerator, microwave oven, mixer/grinder in kitchen.
- d. 3 phase supply for each unit and individual meter boards.
- e. Each Distribution Board (DB) shall have a Miniature circuit breaker (MCB).
- f. Provision for cable TV & Telephone connections in Living and Master Bedroom.
- g. Provision for one Internet connection to each house.

PLUMBING & SANITARY: Concealed CPVC pipes for water lines, PVC pipes for drainage/sewerage lines and all chrome plated of standard make.

- a. Floor mounted, off white color EWC with flush tank of standard make in master bedroom toilet.
- b. Indian W.C with flush tank in other toilets.
- c. Hot & cold wall mixer with shower in toilets.
- d. Granite counter top, off white color washbasin in the dining area.
- e. Provision for bathtub of suitable size in master bedroom.
- f. Provision for geysers in bathrooms.

#### PAINTING:

- **INTERNAL**: Smooth finish with cement based luppum/putty over a coat of primer and top finish with two coats of Plastic Emulsion paint with roller finish for all the internal walls and ceiling of the entire flat.
- EXTERNAL: Anti-fungal, waterproof exterior emulsion paint over one coat of primer.
- DOORS/WINDOWS: Enamel paint to all the door/window frames, shutters and safety grills.
   FLOORING:
  - LIVING/DINING: Vitrified tiles (24"X24") of premium quality or big slabs of marble.
  - BEDROOMS & KITCHEN: Vitrified tiles (16"X16") of premium quality or smaller slabs of marble.
  - UTILITY/WASH & BALCONIES: Anti skid Ceramic tiles of premium quality with provision for washing machine & wet area for washing utensils.
  - TOILETS: Acid-resistant and anti-skid Ceramic tiles.

# TILES CLADDING & DADO WORK:

- KITCHEN: Vitrified glazed ceramic tiles dado up to 2' height above the kitchen platform.
- TOILETS: Designer glazed ceramic tiles dado up to door height.
- UTILITY/WASH: Glazed ceramic tiles dado up to 3'-0" height.

#### KITCHEN:

- a. Cooking platform with highly polished granite stone top with half round moulding and hole for L.P.G pipe.
- b. Provision for pipelines for the external piped gas supply.
- c. Stainless steel sink with bore water & municipal water connection.
- d. Provision for exhaust fan & chimney.
- e. Provision for Aquagard/Reverse Osmosis (R.O) connection.
- Upgradable to designer modular kitchen at extra cost.

# SCHEDULE 'D'

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

# WATER SUPPLY:

a. Separate storage sumps for community, one for bore water & the other for municipal water.

#### **GENERATOR:**

Standby Generator with acoustic enclosure for Pumps, common lighting

#### SECURITY:

Intercom facility from security post at the entrance to all houses will be provided.

#### WTD

Instalation of Water Treatment Plant for softening raw water from bore well.

# **HPP**

Installation of Hydro Pneumatic pum;ing sstem for supply of soften water to all the houses and clubhouse

# STP

Installation of Sewerage Treatment Plant for treating the sewerate water and resuing the treated water for avenue plantation and lawns.

For TMR INFRATECH