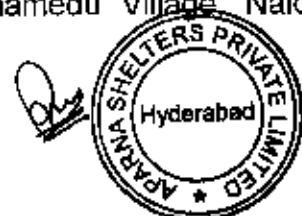


[See Rule 38]

AGREEMENT OF SALE

This Memorandum of Agreement of Sale is made and executed at Hyderabad on this the _____ day of _____, 20____, by and between:

1. **M/S. APARNA ENTERPRISES LIMITED**, a company registered under Indian companies Act, 1956 having its registered office at #202, Astral Heights, D.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad-500034, (CIN No. **U51109TG1994PLCo18950**) (PAN No. **AMFPS2391R**) represented by its Director, **SRI. S. SUBRAHMANYAM REDDY, S/o. LATE S. KRISHNA REDDY**, aged about 56 Years, Occupation: Business, R/o. Plot No.1212, Road No.60, Jubilee Hills, Hyderabad-500033
2. **SRI. C. VENKATESWARA REDDY, S/o. LATE C.V. KRISHNA REDDY**, aged about 56 Years, Occupation: Business, R/o. Plot No.216, Road No.16, Jubilee Hills, Hyderabad-500033 (PAN No. **AECPC6063M**)
3. **SRI. O. SURENDER REDDY, S/o. SRI. O. KRISHNA REDDY**, aged about 51 Years, Occupation: Business, R/o. MIG-209, Balaji Nagar Colony, Kukatpally, Hyderabad (PAN No. **AADPO8871E**)
4. **SRI. M.T.V. PRASAD VARMA, S/o. SRI. M. RANGA RAJU**, aged about 44 Years, Occupation: Private Service, R/o. Plot No.17, R. R. Nagar, BHEL Lane, Srinagar Colony, Old Bowenpally, Secunderabad (PAN No. **ANQPM3289G**)
5. **SRI. D. SOMESWARA PRASAD, S/o. SRI. D.V. SURYA RAO**, aged about 63 Years, Occupation: Business, R/o. Plot No.23, D.No.8-1-299/SV/23, Aparna Senior Valley, Film Nagar, Jubilee Hills, Hyderabad - 500096 (PAN No. **ADHPD1775H**)
6. **SRI. S. SUBRAHMANYAM REDDY, S/o. LATE S. KRISHNA REDDY**, aged about 56 Years, Occupation: Business, R/o. Plot No.1212, Road No.60, Jubilee Hills, Hyderabad-500033 (PAN No. **AMFPS2391R**)
7. **SRI B. V. SREENIVASA REDDY, S/O. LATE B. RAMAKRISHNA REDDY**, aged about 56 years, Occupation: Business, R/o. Flat No.209, Aparna Chandradeep Apartments, Road No.7, Banjara Hills, Hyderabad - 500 034. (PAN No. **AECPB9353D**)
8. **SRI. K. CHANDHRASEKHAR REDDY, S/o. SRI. K.V. SUBBA REDDY** aged about 48 Years, Occupation: Agriculture, R/o. Annamedu Village, Naidupet Mandal, Nellore District. (PAN No. **ALIPK0744J**)



9. **SRI. P. SHANKAR REDDY, S/o. SRI. P. SUBBA REDDY**, aged about 37 Years, Occupation: Agriculture, R/o. H.No.16-3-95, Ramamurthy Nagar, Nellore District (PAN No. ATOPP6328D).

Parties Nos. 1 to 9 are represented by their Agreement of Sale cum General Power of Attorney Holder **M/S. APARNA SHELTERS PRIVATE LIMITED (CIN No. U70109TG2007PTC053887)** a company registered under the Companies Act, 1956, having its registered Office at #802, Astral Heights, 6-3-352/2&3, Road No. 1, Banjara Hills, Hyderabad (PAN No. AAGCA3706L) represented by its Authorized Signatory **Sri M. SAMBASIVA RAO S/o. LATE SRI M. HARAGOPALA RAO** aged about 54 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500050 vide registered Irrevocable Agreement for Sale Cum Irrevocable General Power of Attorneys dated 30.6.2008 bearing Document Nos. 3434/08, 3436/08, 3438/08, 3439/08, 3440/08, 3419/08, 3421/08, 3422/08, 3423/08, 3424/08, 3443/08, 3444/08, 3446/08, 3447/08, 3430/08, 3435/08, 3449/08, 3450/08, 3453/08, 3413/08, , 3416/08, all registered on the file of the Sub Registrar, Medchal

(Hereinafter called the "VENDORS/ LAND OWNERS")

Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest and permitted assigns

AND

M/S. APARNA SHELTERS PRIVATE LIMITED (CIN No. U70109TG2007PTC 053887) a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad (PAN No. AAGCA3706L), represented by its Authorized Signatory **Sri M. SAMBASIVA RAO S/o. LATE SRI M. HARAGOPALA RAO** aged about 54 Years, Occupation: Service, O/o. Apama Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050 (Aadhar No. _____).

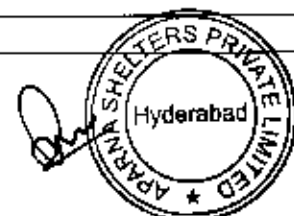
(Hereinafter called as the "AGPA HOLDER/PROMOTER/DEVELOPER")

Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successor in interest and permitted assigns

And

Mr. _____ S/o. / W/o. Mr. _____, aged about _____ years, Residing at _____

PAN No: _____ & Aadhar No: _____



Mr. _____ S/o. / W/o. Mr. _____, aged about _____ years, Residing at _____

PAN No: _____ & Aadhar No: _____)

(Hereinafter called as the "Allottee(s)/Purchaser(s)")

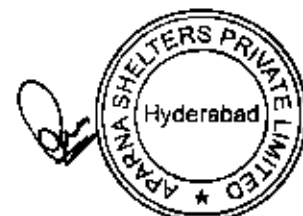
Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors in interest and permitted assigns

The Land Owner/Vendor, AGPA Holder/Promoter and Allottee(s)/Purchaser(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

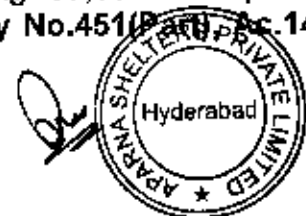
Definitions:

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

- a) **"Act"** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **"Agreement"** shall mean this Agreement for Sale including the recitals, schedules and all annexures attached hereto, as amended from time to time;
- c) **"Association of Allottees' or Owners Association"** shall both mean the same, to be formed by the owners of the Apartments in the Project for the purpose of holding and maintenance of the Common Areas, the Common Amenities and Facilities of the Project;
- d) **"Apartment"** means the Apartment allotted to the Allottee(s)/Purchaser(s) by the AGPA Holder/Promoter and agreed to be sold under this Agreement and mentioned and described in Schedule 'A' here below;
- e) **"Apartment Specifications"** shall mean the broad specifications of the Project and Apartment and detailed in the Schedule-"D" here below or any equivalent thereof;
- f) **"Appropriate Government"** shall mean the Government of Telangana;
- g) **"Approvals"** shall mean all those sanctions, certificates, approvals, permits, no-objection certificates, consents, including and not limited to building plans, development plan, etc., as are necessary and obtained from the statutory authority, for construction and development of the Project;
- h) **"Authority"** shall mean the Telangana Real Estate Regulatory Authority, established under the Act and Rules shall include the Real Estate Appellate Tribunal;



- i) **"Building"** shall mean the buildings block/tower in the Project where the Apartment is located;
- j) **"Carpet Area"** shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open area, but includes the area covered by the internal partition walls of the Apartment;
- k) **"Common Areas"** shall collectively mean the Common Areas of the Project, including but not limited to the land, common basements, terraces, parks, play areas, open parking areas all community and commercial facilities etc., in the Project as provided under the Act;
- l) **"Force Majeure"** shall mean a case of war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project;
- m) **"Maintenance Agency"** shall mean the AGPA Holder/Promoter or any of its nominee/ subsidiary or assigns or any person/entity appointed by the AGPA Holder/Promoter or the Association of Allottee(s)/Purchaser(s) as the exclusive maintenance managers of the Project and its Common Areas and services to be provided in the Project;
- n) **"Notice"** shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement;
- o) **"Payment Plan/Schedule"** shall mean the payment of the Total Price payable by the Allottee(s)/Purchaser(s) to the AGPA Holder/Promoter on such dates as mentioned in Schedule "C" here below;
- p) **"Project"** shall mean the real estate project which includes all the Phases being developed on the Said Land constructing residential & Convenience shopping Center (Commercial) as may be decided by the AGPA Holder/Promoter;
- q) **"Project Specifications"** means the broad specifications of the Project with the provision of the Common Areas provided therein and detailed in Schedule 'D' here below, wherever it's applicable;
- r) **"Rules"** means the Telangana' Real Estate (Regulation and Development) Rules, 2017, made under the Real Estate (Regulation and Development) Act, 2016;
- s) **"Regulations"** means the Regulations, if any, made under the Real Estate (Regulation and Development Act, 2016;
- t) **"Said Land"** means the **AGPA Holder/Promoter** obtained permission to construct/build **residential apartment blocks plus Amenities Block** in land admeasuring **55,706.78 Sq. Mtrs;** and **Convenience Shopping Center (Commercial)** with Undivided Share of land admeasuring **1797.66 Sq. Mtrs.** being the portion of all that total land admeasuring **57,504.44 Sq Mts** equivalent to **Ac.14-08Gts**, out of **Ac.14-28Gts** in Sy No.451(Part) Ac.14-



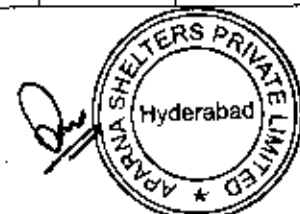
05Gts in Sy No. 452, Ac.0-38Gts in Sy No.459 and Ac.1-22Gts in Sy No.461 totally admeasuring Ac.31-13Gts situated at Gundlapochampalli Village (presently within the municipal limits of Gundlapochampalli), Medchal Mandal, Medchal Malkajgiri District, more fully mentioned and described in **Schedule-'A'** here below;

- u) **"Statutory Payments"** shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc., GST, which may be imposed by the Authorities – State and Central Government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards GHMC, Electricity & Water Boards and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc.
- v) **"Total Price"** means the sum total of the cost payable towards the Apartment by the Allottee(s)/Purchaser(s) to the AGPA Holder/Promoter as detailed in Clause 1.2 under terms and conditions as mentioned below;
- w) **"Section"** means a section of the Act.

HEREAS,

- A. The Land owners are the absolute owners and possessors of land admeasuring Ac.14-28Gts in Sy No.451(Part), Ac.14-05Gts in Sy No. 452, Ac.0-38Gts in Sy No.459 and Ac.1-22Gts in Sy No.461 **totally admeasuring Ac.31-13Gts** situated at Gundlapochampalli Village (presently within the municipal limits of Gundlapochampalli), Medchal Mandal, Medchal Malkajgiri District having purchased under registered sale deeds as mentioned below :

Sl No	Name of the Land Owner	Document No	Date	Survey No	Extent Ac-Gts
1.	M/s. Aparna Enterprises Ltd	15436/04	9.11.2004	451/1	0-39
		*15437/04	9.11.2004	452/3	1-00
2.	Sri. C. Venkateswar Reddy	6283/03	22.05.2003	451/A	0-35
				451/B	0-25
				451/C	0-30
				451/D	0-10
		6282/03	22.05.2003	451/A	0-35
				451/B	0-25
		5288/03	08.05.2003	451/C	0-30
				451/D	0-10
				459/3	0-06
3.	Sri. O. Surender Reddy	16867/07	11.10.2007	451/1	3-00

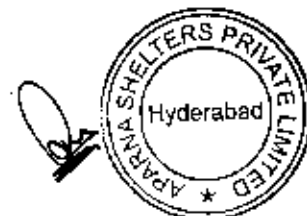


		16869/07	11.10.2007	451/1	1-31
		18473/05	16.12.2005	451/3	1-09
		130/06	30.12.2005	452/2	3-08
4.	Sri. M.T.V. Prasad Varma				
		18472/05	16.12.2005	452/A	4-10
5.	Sri. D. Someswara Prasad	4165/03	10.04.2003	451/AA	1-19
		5858/03	23.05.2003	451/D	1-10
		4408/03	21.04.2003	459/4	0-06
		16865/03	01.11.2003	459	0-06
6.	Sri. S. Subrahmanyam Reddy	10827/03	01.09.2003	452/2	2-17
		16473/03	20.12.2003	461	1-22
7.	Sri. B.V. Sreenivasa Reddy	*4407/03	19.04.2003	452/2	2-14
		6637/03	13.06.2003	459/1	0-06 ½
		7044/03	23.06.2003	459/1	0-06 ½
8.	Sri. K. Chandra Sekhar Reddy	12858/06	05.06.2006	452/2	1-36
9.	Sri. P. Sankar Reddy	17918/05	09.12.2005	459	0-07
Total					31-13

* Sri. B.V. Sreenivasa Reddy out of Ac.2-14Gts sold land admeasuring Ac.1-00Gts to M/s. Aparna Enterprises Ltd under Registered Sale Deed dated 09-11-2004 bearing Document No. 15437/2004 on the file of the Sub Registrar, Medchal.

Whereas, the Land Owners have agreed to sell their respective lands to M/s. Aparna Shelters Private Limited and executed Irrevocable Agreement for Sale cum Irrevocable General Power of Attorney in the following manner:-

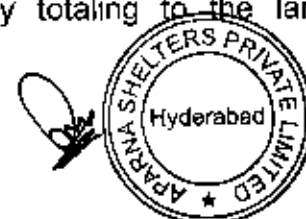
SI No.	Name of the Vendor	Document No. and Date	Survey No.	Extent Ac.-Gts
1	Sri. O. Surender Reddy	3419/2008 30.06.2008	451/UU	1-31
		3421/2008 30.06.2008	451/UU	3-00
2	Sri. M. T. V. Prasad Varma	3423/2008 30.06.2008	451/EE	1-09
		3424/2008 30.06.2008	452/A	4-10



		3422/2008 30.6.2008	452/E	3-08
3	Sri. C. Venkateswara Reddy	3439/2008 30.06.2008	451/A,B,C & D	2-20
		3440/2008 30.06.2008		2-20
		3438/2008 30.06.2008	459/3	0-06
4	M/s.Aparna Enterprises Ltd.,	3434/2008 30.06.2008	451/AA	0-39
		3436/2008 30.06.2008	452/3	1-00
5	Sri. D. Someswara Prasad	3446/2008 30.06.2008	451	1-10
		3444/2008 30.06.2008	451	1-19
		3443/2008 30.6.2008	459	0-06
		3447/2008 30.6.2008	459	0-06
6	Sri.S. Subrahmanyam Reddy	3430/2008 30.06.2008	452/E	2-17
		3435/2008 30.06.2008	461	1-22
7	Sri. BVS Reddy	3450/2008 30.06.2008	452	1-14
		3449/2008 30.06.2008	459/AA& 459/E	0-06 ½
		3453/2008 30.6.2008	459/1	0-06 ½

8	Sri. K. Chandra Sekhar Reddy	3413/2008 30.6.2008	452/2	1-36
9	Sri. P. Sankar Reddy	3416/2008 30.6.2008	459/EE	0-07
Total				31-13

B. Whereas, the above Property is earmarked for residential and commercial use and the Agreement of Sale cum GPA Holder (AGPA Holder/Promoter) floated a scheme for the construction of **Residential Project consisting of multi storied residential Apartments & Amenities** in land admeasuring **55706.78 Sq. Mtrs.** more particularly described in the **Schedule-A** named as **"APARNA KANOPY MARIGOLD"** (hereinafter called as **Schedule-A Property**); and the **Convenience Shopping Center** with an **Undivided Share of land** admeasuring **1797.66 Sq. Mtrs.** more particularly described in the **Schedule-E** (Not yet named) and (hereinafter called as **Schedule-E Property**) respectively totaling to the land



admeasuring **57,504.44 Sq Mtrs equivalent to Ac.14-08Gts** under the Layout approved by **Hyderabad Metropolitan Development Authority vide File No. 020508/MED/R1/U6/HMDA/18022019 dated 18th January, 2020.**

C. The AGPA Holder/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the AGPA Holder/Promoter regarding the Said Land on which Project is to be constructed have been completed.

D. The **Hyderabad Metropolitan Development Authority** granted the Permission for the construction of **Multi-Storied Residential Apartments** consisting of **Block-A to K - 1 Cellar + 1 Stilt + 15 Upper Floors; Amenities Block - 1 Ground + 3 Upper Floors** as mentioned in the **Schedule-A Property** and a **Convenience Shopping Center (Commercial)** consisting of **1 Ground + 2 Upper Floors** as mentioned in the **Schedule-E Property**, vide **Technical Approval No. 020508/MED/R1/U6/HMDA/ 18022019 dated 18th January, 2020** released through **Gram Panchayath, Gundlapochampalli** vide **Letter No. _____ dated _____**.

E. The permission granted above is effective from the date of its issuance and no certificate of commencement is required.

F. The AGPA Holder/Promoter has registered the Project under the Provisions of the Act with the **Telangana Real Estate Regulatory Authority** at **Hyderabad** vide **Registration No. _____**.

G. The Allottee(s)/Purchaser(s) had applied for an apartment in the Project and has been allotted **Apartment No. _____; in Floor No. _____ in Block No. _____ with saleable area of _____ Sft** (includes Carpet area of _____ Sq. feet), balconies and Utility area of _____ Sq feet) and **common area of _____ Sft totaling to Built-up area of _____ Sq. Ft.** along with **undivided share of land _____ Sq. Yards** together with _____ Car Parking slot, (subject to tolerance +/- 3% on account of structural, design and construction variance) more particularly described in the **Schedule-B** annexed hereto, hereinafter referred to as **Schedule-B Property**, fallen to the share of AGPA Holder/Promoter under the said Supplementary Agreement.

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 AGPA Holder/Promoter availed the Project finance from _____ on the security of the **Schedule-A Property**.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all 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;



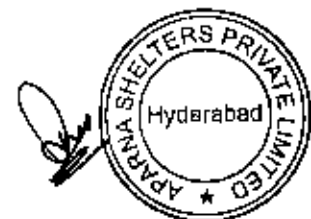
L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the Parties, the AGPA Holder/Promoter hereby agrees to sell and the Allottee(s)/Purchaser(s) hereby agrees to purchase the Schedule –B Apartment.

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the AGPA Holder/Promoter agrees to sell to the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) hereby agree/s to purchase, the Schedule–B Apartment hereinafter called apartment.
- 1.2 The "Total Price" exclusive of Registration/Stamp Duty Charges for the Apartment based on the saleable area is Rs. _____ /- (Rupees _____ only. The break up and description of the "Total Price" excluding Registration/Stamp Duty Charges is as follows:

Block No	
Apartment No	
Type	
Floor	
Carpet Area	
Exclusive Varandah, balcony & Utility	
Proportionate share in common area	
TOTAL BUILT-UP AREA (IN SQ. FEET)	
RATE/CHARGE PER SQ. FOOT	
BASIC UNIT VALUE	
COST OF AMENITIES	
Gas Pipe Line Charges	
GROSS UNIT VALUE	
GST @ 5% as applicable (may vary from time to time)	
TOTAL - A	
Maintenance charges for 2 years @ Rs.72/- per Sq. ft. plus GST @ 18%	
Corpus Fund payable / transferable to the Society	
Non Refundable Caution Deposit payable / transferable to the Society	
Refundable Caution Deposit payable to the Developer or nominee of the Developer	
Legal & Documentation Charges inclusive of GST @ 18%	
TOTAL - B	
TOTAL PRICE - A + B	

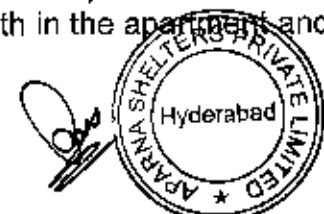


Explanation:

- (i) The **Total Price** above includes the booking amount paid/payable by the Allottee(s)/Purchaser(s) to the AGPA Holder/Promoter towards the Apartment;
- (ii) The **Total Price** above includes Taxes (consisting of tax payable by the Allottee(s)/Purchaser(s) by way of GST, Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied/leviable, in connection with the construction of the Project payable to the AGPA Holder/Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee(s)/Purchaser(s) and the Project to the Association of Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) to the AGPA Holder/Promoter shall be either increased or reduced based on such change/modification/amendments to the provision of the respective act/s, The Registration/Stamp Duty Charges payable by the Allottee(s)/Purchaser(s) shall be at the cost of the Allottee(s)/Purchaser(s) only which will be ascertained and be applicable at the time of execution of Sale Deed and Agreement for Construction, as the case may be.

- Further provided that, if there is any increase in the Statutory Payments 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 to the Allottee(s)/Purchaser(s). However, stamp duty, registration fee, mutation charges shall be paid by the Allottee(s)/Purchaser(s) as per the actuals over and above the total price to be ascertained and be applicable at the time of Registration of the Property.
- (iii) The AGPA Holder/Promoter shall periodically intimate in writing to the Allottee(s)/Purchaser(s), the amount payable as stated in (i) and (ii) above and the Allottee(s)/Purchaser(s) shall make payment demanded by the AGPA Holder/Promoter within the time and in the manner specified therein. In addition, the AGPA Holder/Promoter shall provide to the Allottee(s)/Purchaser(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
 - (iv) The **Total Price** of the Apartment includes recovery of price of land, construction of (Not only the apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the apartment, lift, water and plumbing lines, finishing's like paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, Common Area Maintenance Charges for initial 2 (two) years as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the apartment and



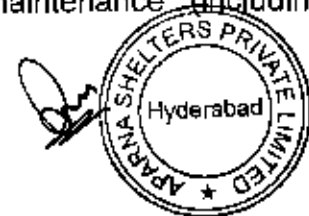
for the project; but shall not include the cost of the works, goods or services provided, over and above those agreed under this agreement and as per separate or independent agreements or orders or those mentioned in clause 8.2 (vii).

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s)/Purchaser(s) 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 AGPA Holder/Promoter undertakes and agrees that while raising a demand on the Allottee(s)/Purchaser(s) for increase in development charges, cost/charges imposed by the competent authorities, the AGPA Holder/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s)/Purchaser(s), which shall only be applicable on subsequent payments, subject to the terms of increase by competent authority.

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(s)/Purchaser(s).

- 1.4 Allottee(s)/Purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The AGPA Holder/Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s)/Purchaser(s) by discounting such early payments @ 10% per annum for the period by which the respective installment has been paid in advance. The provision for allowing such rebate is solely at the discretion of the AGPA Holder/Promoter/Developer; and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee(s)/Purchaser(s).
- 1.6 It is agreed that the AGPA Holder/Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities are described herein at Schedule 'D' hereto (which shall be in conformity with the advertisement, prospectus etc., on the basis of which, the sale is effected) in respect of the apartment without the previous written consent of the Allottee(s)/Purchaser(s) as per the provisions of the Act.

Provided that the AGPA Holder/Promoter may make such minor additions or alterations as may be required by the Allottee(s)/Purchaser(s), or such minor changes or alterations as per the provisions of the Act on such terms as may be agreed. The AGPA Holder/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 the Allottee(s)/Purchaser(s) shall take the responsibility for proper safety, maintenance (including

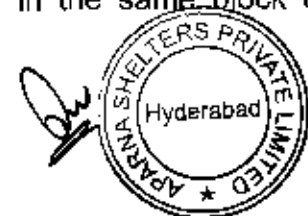


continuance of annual maintenance / insurance contracts/ agreements) and upkeep of all the fixtures, equipment and machinery provided by the AGPA Holder/Promoter, for which the AGPA Holder/Promoter shall not be liable after handing over.

1.7 Subject to Para 9.3 and execution of conveyance, the AGPA Holder/Promoter agrees and acknowledges, the Allottee(s)/Purchaser(s) shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s)/Purchaser(s) shall have exclusive ownership of the apartment;
- (ii) The Allottee(s)/Purchaser(s) shall have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s)/Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s)/Purchaser(s) 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 AGPA Holder/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s)/Purchaser(s) after duly obtaining the completion certificate from the Competent Authority and only flat area will be conveyed to the Allottee(s)/Purchaser(s), as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, window, fire detection and the and firefighting equipment (as per law) in the common areas, maintenance charges as per 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the Apartment and the project but not those provided over and above mentioned in this agreement.
- (iv) The Allottee(s)/Purchaser(s) has the right to visit the project site to assess the extent of development of the project and his apartment, during visiting hours fixed by the AGPA Holder/Promoter, but the Allottee(s)/Purchaser(s) shall not cause any obstruction or hindrance to the work being carried on in the Project or in the respective Apartment.

1.9 It is made clear by the AGPA Holder/Promoter/Developer and the Allottee(s)/Purchaser(s) agrees that all the Apartments of 2BHK (Two Toilets) & 3BHK (2 Toilets) will be allotted with 1(one) covered car parking slot; and for 3BHK (3 Toilets) will be allotted with 2(Two) covered car parking slots; and shall be treated as a single indivisible unit for all purposes. Without prejudice to the rights of the AGPA Holder/Promoter/Developer, the AGPA Holder/Promoter/Developer reserves the right to allot the car parking slot/s where such area is more specifically delineated i.e., in the same block or



adjacent block. The car parking slots would be allotted to the Allottee(s)/Purchaser(s) on the basis of draw system by way of lucky dip (lottery) after completion of the Project.

- 1.10 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(s)/Purchaser(s) (like Club House) **or with other phases of the Project (which are yet to be registered)**. It is clarified that Project's facilities and amenities shall be made available only for use and enjoyment of the Allottee(s)/Purchaser(s) of the Project.
- 1.11 The AGPA Holder/Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s)/Purchaser(s), which it has collected from the Allottee(s)/Purchaser(s), 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 AGPA Holder/Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s)/Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s)/Purchaser(s), the AGPA Holder/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.12 The Allottee(s)/Purchaser(s) has paid a sum of Rs. _____ /- which includes Rs. _____ /- (Rupees _____ only) towards **part sale consideration including GST** as booking amount being part payment towards the Total price of the Apartment, the receipt of which the AGPA Holder/Promoter hereby acknowledge as detailed below:

Date	Cheque No.	Bank	Branch	Installment Amount	GST %	GST Amount	Total Received
TOTAL RECEIVED							



- 1.13 The Allottee(s)/Purchaser(s) hereby agrees to pay the remaining/balance part of total price of the Apartment as prescribed in the Payment Plan as may be demanded by the AGPA Holder/Promoter within 15 days of intimation of the completion of the milestone/work progress of the said apartment; provided that if the Allottee(s)/Purchaser(s) delays the payment towards the installment which is payable as mentioned herein, he shall be liable to pay interest at the rate of 1% per month for the delayed period. The Allottee(s)/Purchaser(s) shall issue post-dated cheques for all installments as per the Payment Plan given, irrespective of mode of funding i.e., self / bank finance. The Allottee(s)/Purchaser(s) unconditionally agrees to sign the disbursement forms of respective banks in advance along with the agreement and handover such papers to the AGPA Holder/Promoter enabling the AGPA Holder/Promoter to submit with respective banks for release of payments avoiding delay in releasing the installment amounts without any hindrance and the AGPA Holder/Promoter/Developer hereby undertake and confirm to the Allottee(s)/Purchaser(s) that the said disbursal form and the Demand Letter will be submitted with respective banks of prior intimation of at least 15 days from the date of attaining such milestone / landmark of construction progress.

Further, the customer has agreed to pay the remaining/balance of total price of Rs. _____/- (Rupees _____ only) and other receivables as mentioned in **Schedule – C** given below.

- 1.14 The Post Dated Cheques will be used only in case the Allottee(s)/Purchaser(s) refuses to issue clearance to the bank to disburse installments, despite the AGPA Holder/Promoter attaining/completing the given landmark/milestone. The post-dated cheques will be returned to the Allottee(s)/Purchaser(s) once, the respective installment amount is released and the amount of such installment is credited to the account of AGPA Holder/Promoter.
- 1.15 The Allottee(s)/Purchaser(s) is/are solely responsible for deduction of TDS @ 1% on each installment payable to the AGPA Holder/Promoter. And shall also be responsible for submitting the TDS Challan to AGPA Holder/Promoter in order to issue credit notes / receipts in this regards.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the AGPA Holder/Promoter abiding by the construction milestones, the Allottee(s)/Purchaser(s) shall make all payments, on written demand by the AGPA Holder/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 maybe desired by the Allottee(s)/Purchaser(s) in favour of "**Aparna Shelters Private Limited**" payable at Hyderabad. Provided always that the any intimation, reminder by SMS/Message/E-mail to the registered phone number or e-mail address of the Allottee(s)/Purchaser(s) shall be sufficient written demand of the installments on the part of AGPA Holder/Promoter.

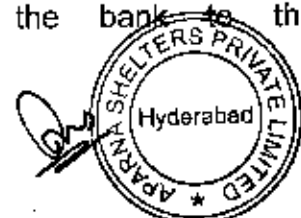


3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee(s)/Purchaser(s), 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 and 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 AGPA Holder/Promoter with such permission, approvals which would enable the AGPA Holder/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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s)/Purchaser(s) 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The AGPA Holder/Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee(s)/Purchaser(s) shall keep the AGPA Holder/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s)/Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s)/Purchaser(s) to intimate the same in writing to the AGPA Holder/Promoter/Developer / Owner immediately and comply with necessary formalities if any under the applicable laws. The AGPA Holder/Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee(s)/Purchaser(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the AGPA Holder/Promoter/Developer / Owner shall be issuing the payment receipts in favour of the Allottee(s)/Purchaser(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 In case the Allottee(s)/Purchaser(s) avails loan facility the Bank / Financial Institution, the Allottee(s)/Purchaser(s) shall irrevocably authorize AGPA Holder/Promoter/Developer/Owner to receive the loan proceeds from the bank, as per the installments payable which were clearly mentioned in Schedule C. The AGPA Holder/Promoter – Developer / Owner shall without any further reference to the Allottee(s)/Purchaser(s) and appropriate same towards the amounts payable by the Allottee(s)/Purchaser(s) under this agreement. The Allottee(s)/ Purchaser(s) waives any right for written demand in this regard.
- 4.2 The AGPA Holder/Promoter shall not have any concern with any arrangements made by the Allottee(s)/Purchaser(s) for payment of the price or installments. If the loan granted by the bank to the



Allottee(s)/Purchaser(s) is withheld, recalled or otherwise not released, partly or fully, the Allottee(s)/Purchaser(s) shall make his own arrangements for payment of the installments within the stipulated time as per Schedule C.

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

5. TIME IS ESSENCE

The AGPA Holder/Promoter/Developer 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 of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the association of the Allottee(s)/Purchaser(s) or the Competent Authority as the case. The Allottee(s)/Purchaser(s) shall also abide by the payment schedule in Schedule C and is aware of the loss caused to the AGPA Holder/Promoter and the Project, on account of default or delay in payment of installments as per schedule C. The AGPA Holder/Promoter-Developer/Owner shall be entitled to cancel the allotment in case of default without prejudice to any other right including compensation and interest.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee(s)/Purchaser(s) has seen and understood proposed/sanctioned plan, specifications, amenities and facilities of the Apartment and accepted floor plan, payment plan and specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority/as represented by the AGPA Holder/Promoter. The AGPA Holder/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 AGPA Holder/Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws as mentioned tentatively in **Schedule-F**, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Telangana Building Rules as amended from time to time 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 AGPA Holder/Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

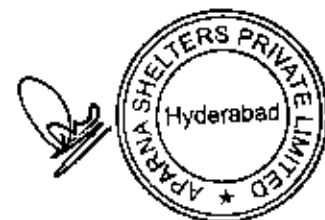
7.1 Schedule for possession of the said Apartment: The AGPA Holder/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the association of Allottee(s)/Purchaser(s) or the competent authority, as the case may be, is the essence of the Agreement. The AGPA Holder/Promoter, assures to handover possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas



with all specifications, amenities, and facilities of the project to the Association of Allottee(s)/Purchaser(s) **on or before 30th June, 2023 with 6 months grace period i.e., 31st December, 2023**; 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 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(s)/Purchaser(s) agrees that the AGPA Holder/Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the Contract to be implemented. The Allottee(s)/Purchaser(s) agrees and confirms that, in the event it becomes impossible for the AGPA Holder/Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the AGPA Holder/Promoter shall refund to the Allottee(s)/Purchaser(s) the entire amount received by the AGPA Holder/Promoter from the allotment within 90 days from that date. After refund of the money paid by the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s) agrees that he/ she shall not have any rights, claims etc. against the AGPA Holder/Promoter and that the AGPA Holder/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 PROCEDURE FOR TAKING POSSESSION

The AGPA Holder/Promoter/Developer upon completion of the Apartment shall offer in writing regarding the possession of the Apartment to the Allottee(s)/Purchaser(s) by clearing all the amounts under the terms and conditions of this Agreement. The Allottee(s)/Purchaser(s) agrees to take the handover of apartment within 15 days from the date of such intimation/offer for handover from the AGPA Holder/Promoter/Developer; failing which the Allottee(s)/Purchaser(s) shall be liable for payment of all ongoing expenses including maintenance charges from the date of intimation, irrespective of taking the handover of apartment. The AGPA Holder/Promoter agrees and undertakes to indemnify the Allottee(s)/Purchaser(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the AGPA Holder/Promoter. The AGPA Holder/Promoter shall not be liable for any defect of deficiency occasioned on account of any act or omission on the part of the Allottee(s)/Purchaser(s), Association or any authority or third party on whom the AGPA Holder/Promoter has no control. The Allottee(s)/Purchaser(s), the association and its members including the Allottee(s)/Purchaser(s) shall comply with all the terms and conditions of the warranty issued by any supplier, manufacturer, dealer or other service provider and shall be liable to indemnify and keep the AGPA Holder/Promoter fully indemnity for any loss caused on account of any breach of such terms and conditions. It is understood and agreed that the Allottee(s)/Purchaser(s) shall be liable to pay the maintenance charges as determined by the AGPA Holder/Promoter after taking possession of the apartment. The AGPA Holder/Promoter shall handover the Letter of Handover/Occupancy of the Apartment to the Allottee(s)/Purchaser(s), as the case may be.



7.3 Failure of Allottee(s)/Purchaser(s) to take Possession of Apartment:

Upon receiving a written intimation from the AGPA Holder/Promoter/Developer as per para 7.2, the Allottee(s)/Purchaser(s) shall take possession of the Apartment from the AGPA Holder/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement within 15 days from the date of such intimation, and the AGPA Holder/Promoter shall give possession of the Apartment to the Allottee(s)/Purchaser(s) up on realization of Total Price as mentioned herein under Clause (1.2). In case the Allottee(s)/Purchaser(s) fails to take possession within the time provided in para 7.2, such Allottee(s)/Purchaser(s) shall continue to be liable to pay maintenance charges, club house subscription, and other charges payable in respect of service connections provided including electricity, water supply etc., as specified in para 7.2.

7.4 Possession by the Allottee(s)/Purchaser(s):

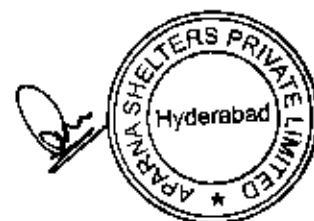
After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s)/Purchaser(s), it shall be the responsibility of the AGPA Holder/Promoter - to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s)/Purchaser(s) or the competent authority, as the case may be, as per the local laws.

7.5 Transfer rights by Allottee(s)/Purchaser(s)

7.5.1 The Allottee(s)/Purchaser(s) is/are not allowed to sell / re-sell / transfer / alienate his rights or assign or otherwise nominate a third party in any manner whatsoever until 90% of sale of the project is completed or the project is completed in full, whichever is later.

7.5.2 If the Allottee(s)/Purchaser(s) is/are opting for transfer of Apartment in reference to a third party before execution of Sale Deed, he/she/they shall pay an amount of **Rs.5,00,000/-** towards transfer charges subject to acceptance and written consent by the AGPA Holder/Promoter/Developer.

7.5.3 If the Allottee(s)/Purchaser(s) is/are opting for transfer of apartment to a third party after execution of the registered Sale Deed in his favour the Purchaser(s) shall pay an amount of **Rs.50,000/-** towards transfer charges to the AGPA Holder/Promoter till the Society is formed and thereafter the said amount is payable to APARNA KANOPY MARIGOLD Residential Units Owners Society and obtain No Objection Certificate / No Due Certificate from the AGPA Holder/Promoter/ Society.



7.6 Cancellation by Allottee(s)/Purchaser(s)

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

7.7 Compensation:

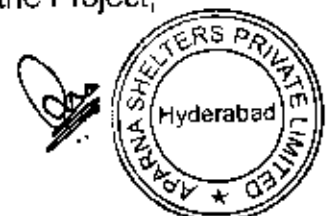
The AGPA Holder/Promoter shall compensate the Allottee(s)/Purchaser(s) in case of any loss caused to him due to defective title of the land or juridical possession thereof, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation 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 AGPA Holder/Promoter/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any such other reason; the AGPA Holder/Promoter/Developer shall be liable, on demand to the Allottee(s)/Purchaser(s), in case the Allottee(s)/Purchaser(s) 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 1% per month including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee(s)/Purchaser(s) does not intend to withdraw from the Project, the AGPA Holder/Promoter/Developer shall pay the Allottee(s)/Purchaser(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the AGPA Holder/Promoter/Developer to the Allottee(s)/Purchaser(s) within ninety days of it becoming due.

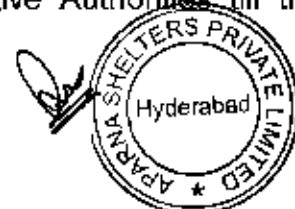
8. REPRESENTATIONS AND WARRANTIES OF THE AGPA HOLDER/PROMOTER

8.1 The AGPA Holder/Promoter/Developer hereby represents and warrants to the Allottee(s)/Purchaser(s) as follows:

- (i) The AGPA Holder/Promoter/Developer have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, juridical and legal possession of the said Land for the Project;



- (ii) The AGPA Holder/Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project;
- (iii) There are no encumbrances upon the said Land or the Project, except the security given to the project finance.
- (iv) There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the AGPA Holder/Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The AGPA Holder/Promoter/Developer and Owners have 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(s)/Purchaser(s) created herein, may prejudicially be affected;
- (vii) The AGPA Holder/Promoter/Developer have 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(s)/Purchaser(s) created herein, may prejudicially be affected;
- (viii) The AGPA Holder/Promoter/Developer has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s)/Purchaser(s) under this agreement;
- (ix) The AGPA Holder/Promoter/Developer confirms that this apartment is not restricted in any manner whatsoever from selling in any manner, which will affect the rights of Allottee(s)/Purchaser(s) under this Agreement;
- (x) At the time of execution of the conveyance deed the AGPA Holder/Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the Association of the Allottee(s)/Purchaser(s) or the Competent Authority as the case may be;
- (xi) The AGPA Holder/Promoter / Developer / Owners 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 respective Authorities till the



completion certificate has been issued and possession of apartment, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of the Allottee(s) or the competent authority, as the case may be;

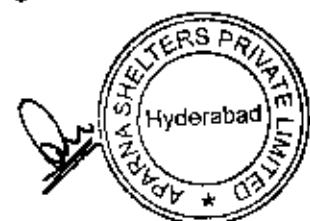
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the AGPA Holder/Promoter in respect of the said Land and /or the Project except those disclosed in the title report.

8.2. The Allottee(s)/Purchaser(s) or his transferee/s himself/themselves (with intention to bring all persons into whosoever hands the Apartment may come), hereby covenants with the AGPA Holder/Promoter as follows:

- i. To maintain the Apartment at the Allottee's own cost in good and tenable repair condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulation 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 and not to convert or misuse or impair or deface any common area or amenity or equipment.
- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, and in case of 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(s)/Purchaser(s) in this behalf, the Allottee(s)/Purchaser(s) shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in same condition, state and order in which it was delivered by the AGPA Holder/Promoter to the Allottee(s)/Purchaser(s) 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 regulation and byelaws of the concerned local authority or other public authority. In the event of the Allottee(s)/Purchaser(s) committing any act in contravention of the above provision, the Allottee(s)/Purchaser(s) shall be responsible for the consequences thereof to the concerned local authority or any other public authority.



- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereof in good tenantable repair condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the AGPA Holder/Promoter and /or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to through dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the AGPA Holder/Promoter within fifteen days of demand by the AGPA Holder/Promoter, his share of security deposit demanded by the concerned local authority and/or Government and /or other public authority, for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- viii. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any which are imposed by the concerned local authority or Government and /other public authority on account of change of user of Apartment by the Allottee(s)/Purchaser(s) for any purposes other than for purpose for which it is sold.
- ix. The Allottee(s)/Purchaser(s) shall observe and perform all the rules and regulation which the society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time or protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee(s)/Purchaser(s) shall also observe and perform all the stipulations and conditions laid down by the Society / Limited Company / Apex Body / Federation / Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually toward the taxes, expenses or other out goings in accordance with the terms of this Agreement.



- x. Till a conveyance of the common areas, services and amenities of the building / project in which Apartment is situated is executed in favour of Society / Limited Company / Association and till all the total built-up area / units are sold off, the Allottee(s)/Purchaser(s) shall not cause any inconvenience to the AGPA Holder/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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

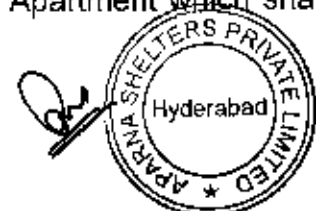
9.1 Subject to the Force Majeure clause, the AGPA Holder/Promoter shall be considered under a condition of Default, in the following events:

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

9.2 In case of Default by AGPA Holder/Promoter/Developer under the conditions listed above, Allottee(s)/Purchaser(s) is entitled to the following:

- (i) Stop making further payments to AGPA Holder/Promoter/Developer as demanded by the AGPA Holder/Promoter. If the Allottee(s)/Purchaser(s) stops making payments, the AGPA Holder/Promoter /Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s)/Purchaser(s) be required to make the next payment without any penal interest; or
- (ii) The Allottee(s)/Purchaser(s) shall have the option of terminating the Agreement in which case the AGPA Holder/Promoter shall be liable to refund the entire money paid by the Allottee(s)/Purchaser(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within Ninety Days of receiving the termination notice:

Provided that where an Allottee(s)/Purchaser(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the AGPA Holder/Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall



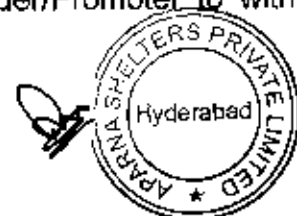
be paid by the AGPA Holder/Promoter to the Allottee(s)/Purchaser(s) within ninety days of it becoming due.

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

- (i) In case the Allottee(s)/Purchaser(s) fails to make payments for two consecutive demands made by the AGPA Holder/Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s)/Purchaser(s) shall be liable to pay interest to the AGPA Holder/Promoter on the unpaid amount at the rate prescribe in the Rules.
- (ii) In case of Default by Allottee(s)/Purchaser(s) under the condition listed above continues for a period beyond two consecutive months after notice from the AGPA Holder/Promoter in this regard, the AGPA Holder/Promoter may cancel the allotment of the Apartment in favour of the Allottee(s)/Purchaser(s) and refund the amount money paid to him by the Allottee(s)/Purchaser(s) by deducting the booking amount i.e. 10% on total cost of the apartment (including Amenities) and the interest liabilities, + Service Tax / GST paid to the Government + Interest accrued during the non-payment of installments as per the Payment Plan and this Agreement shall thereupon stand terminated. Provided that the AGPA Holder/Promoter shall intimate the Allottee(s)/Purchaser(s) about such termination atleast thirty days prior to such termination. The amount shall be repaid by the AGPA Holder/Promoter within a period of ninety days after termination or the date on which the AGPA Holder/Promoter is able to resell the Apartment to another Purchaser(s), whichever is later.
- (iii) In case the Allottee(s)/Purchaser(s), unable to make payments as per payment schedule, makes or posts on public domain, any false allegations or accusations or otherwise defames the AGPA Holder/Promoter causing any loss or injury to the business, reputation or good will of the AGPA Holder/Promoter.
- (iv) If the Allottee(s)/Purchaser(s) indulges in speculative booking and transfers or assigns the allotment to the third party without prior written consent of the AGPA Holder/Promoter.

10. CONVEYANCE

- (i) The AGPA Holder/Promoter, on receipt of **Total Price** of the [Apartment/Sale] as per para 1.2 under the Agreement from the Allottee(s)/Purchaser(s), shall execute a conveyance deed and convey the title of the Apartment and the Common Areas to the Association within 3 (three) months or 50% of the Occupancy in the Project whichever is later, from the date of issuance of the occupancy certificate, as the case may be. However, in case the Allottee(s)/Purchaser(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s)/Purchaser(s) authorizes the AGPA Holder/Promoter to withhold



registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the AGPA Holder/Promoter is made by the Allottee(s)/Purchaser(s).

- (ii) The AGPA Holder/Promoter has also obtained permission for constructing **Convenience Shopping Center (Commercial) Block** with a Built-up area of **1691.16 Sq. Mtrs.** together with **Undivided share of land** admeasuring **1797.66 Sq. Mtrs. equivalent to 2150.00 Sq. Yards** proposed for commercial purposes more particularly mentioned in the **Schedule-E** which is not only for the members of the said project but also for utilization of facilities for all the projects in and around it.
- (iii) The said **Convenience Shopping Center (Commercial) Block** shall be the property/ies of the AGPA Holder/Promoter even after handing over of the Community consisting the Blocks – A to K and Amenities and will remain and continue to be the property/ies of the AGPA Holder/Promoter or its nominee.
- (iv) The AGPA Holder/Promoter shall have absolute ownership, rights and interests either to sell or to let or lease or nominate or assign to any third party or to do and/or act at its discretion with respect to the **Convenience Shopping Center (Commercial) Block** as described more particularly in **Schedule-E**.
- (v) Whomsoever, the entrants to the said **Convenience Shopping Center (Commercial) Block** shall not have access and are not permitted to enter into the premises of the residential community i.e., **Aparna Kanopy Marigold**, unless otherwise, such entrant(s) is/are the member(s) of the society/association. The AGPA Holder/Promoter shall provide and ensure a separate Entrance/Exit, Security and Parking to the entrant(s) / user(s) of the **Convenience Shopping Center (Commercial) Block**.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The AGPA Holder/Promoter reserves the right to maintain the common areas of the community for initial two years from the date of commencement of pre-paid maintenance. The commencement date will be notified either by the company or its nominee at an appropriate time. The purchaser hereby agrees to pay an amount of **Rs.72/- per sft. Plus GST** for the saleable area as maintenance charges for maintenance of common areas for the period of two (2) years (payable on demand made by the developer, normally '3' months before handing over); and also contribute **Rs.1,00,000/-** (Rupees One Lakh only) towards Corpus Fund. During the execution of interiors, the purchaser/s hereby agree/s to pay the fixed one time charges towards clearance of debris @ **Rs.3,000/-**; Electricity charges @ **Rs.3,000/- per month** is applicable till the electricity meters are installed in the Apartment, thereafter the charges applicable would be as per consumption based on the electricity meter reading. The Allottee(s)/Purchaser(s) also agrees to pay **Rs. 2.00/- per sft. plus GST** of the saleable area per month, on monthly basis, towards interim maintenance of common areas and utilities with effect from the date of completion of four months i.e., 120 days of grace period allowed towards interior works from the date of handover of the apartment, till the commencement of pre-paid maintenance

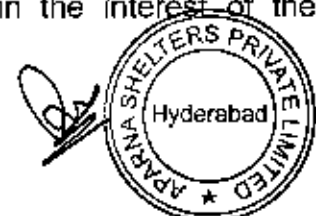


for two years. This interim maintenance is payable irrespective of completion of interior works/occupancy. All these payments shall be made either in the name of developer or its nominee.

SCOPE OF MAINTENANCE

- ✚ Security Services.
- ✚ Housekeeping and upkeep of all Common Areas (club house excluded).
- ✚ Daily Collection and Disposal of Garbage
- ✚ Supply & Distribution of Water. Cost of water consumed by residents is payable as per meters (or equally in the absence/failure of water meters) by the residents on monthly basis.
- ✚ Attending to Plumbing complaints.
- ✚ Attending to Electrical complaints.
- ✚ Operation and Maintenance of Prepaid Electricity supply system.
- ✚ Electricity Charges for common amenities, utilities and services (club house excluded).
- ✚ Lighting of Common Areas.
- ✚ Maintenance of Landscaping.
- ✚ Operation and Maintenance of Water Softening Plant.
- ✚ Operation and Maintenance of Sewerage Treatment Plant.
- ✚ Operation and Maintenance of DG Sets. (Diesel expenses for running the DG Sets, is to be borne by the individual residents as per meters.)
- ✚ Operation and Maintenance of lifts.
- ✚ Operation and Maintenance of Electrical Transformers, Switchgear Panels, MV Panels, VCBs, ACBs, Earth Pits and Common supply Panels, Lighting Panels and Cable Network.
- ✚ Operation and Maintenance of Lightning Arresters and Aviation Lamps.
- ✚ Operation and Maintenance of Solar Fencing.
- ✚ Operation and Maintenance of Solar Power panels.
- ✚ Operation and Maintenance of CCTV systems.
- ✚ Operation and Maintenance of Fire-fighting system.
- ✚ Operation and Maintenance of Fire Alarm, PA system.
- ✚ Operation and Maintenance of water bodies and fountains.
- ✚ Operation and Maintenance of Carbon Emission Exhaust System.
- ✚ Maintenance of rainwater harvesting pits.
- ✚ Operation and Maintenance of Intercom system (Instruments excluded).
- ✚ Operation and Maintenance of Boom Barriers.
- ✚ Rodent and Pest Control including fogging in Common Areas.
- ✚ Apna Complex portal and MyGate App software management.
- ✚ The cost of maintenance of clubhouse is not within the scope of prepaid maintenance charges. But the clubhouse shall be maintained / managed by APMS on behalf of the owners on nonprofit basis with usage charges payable by the users. The tariff of usage charges will be notified at the time of commencement of prepaid maintenance. Timings of the clubhouse shall be from 06:00 am to 09:00 pm subject to weekly off / holidays.

AGPA Holder/Promoter reserves the right to appoint various service providers for the given amenities including the duration of such contracts, in the interest of the



community. The Allottee(s)/Purchaser(s) hereby agree/s to abide by the bye-laws of the society and shall be liable for all such rules and regulations mentioned in the bye-laws and shall support all such amendments to the bye-laws from time to time.

All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical, or electronic equipment, WSP, STP, etc shall always be covered by appropriate annual maintenance agreements and insurance agreements with authorized service providers and the cost of such AMC and insurance coverage if required, shall be part of the maintenance charges payable by the Occupants. Unless the possession is delivered to the Allottee(s)/Purchaser(s), the AGPA Holder/Promoter/Developer shall be the occupant in respect of any Apartment and the Association and all its members including Allottee(s)/Purchaser(s) shall abide by such agreements.

Apartment Owners shall have to pay monthly subscriptions as user charges for various facilities such as Club House, Gym etc. to be decided by the AGPA Holder/Promoter at the time of commencement of Maintenance for 2 years.

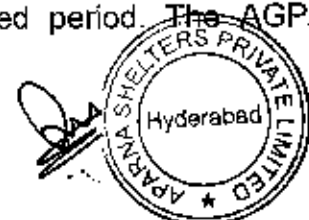
The AGPA Holder/Promoter/Developer shall be responsible to provide and maintain essential services in the Project prior to the commencement of two years maintenance period and the cost of such maintenance shall be borne by the AGPA Holder/Promoter and Allottee(s)/Purchaser(s), proportionate to the apartments in their respective occupation. After expiry of two years maintenance period the AGPA Holder/Promoter shall handover maintenance of essential services to the Association/Society. 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 AGPA Holder/Promoter and 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.

12. DEFECT LIABILITY

12.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the AGPA Holder/Promoter as per the agreement for sale relating to such development is brought to the notice of the AGPA Holder/Promoter within a period of 5 (five) years by the Allottee(s)/Purchaser(s) from the date of handing over possession, it shall be the duty of the AGPA Holder/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of AGPA Holder/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s)/Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2. Notwithstanding anything contained in the above clause, the AGPA Holder/Promoter shall not be liable in following cases:

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc which carry manufacturer's guarantees for a limited period. The AGPA



Holder/Promoter shall transfer manufacturers' guarantees/warranties to the Allottee(s)/Purchaser(s) or association of Allottee(s)/Purchaser(s) as the case may be. Thereafter, the association/society shall take annual maintenance contract with the suppliers.

- b. Fittings related to plumbing, sanitary, electrical, hardware etc having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc., which are subject to wear and tear.
- e. Any branded inputs or fixtures or services of any third party or those mentioned in the Schedule-D /annexure as per clause 1.6.

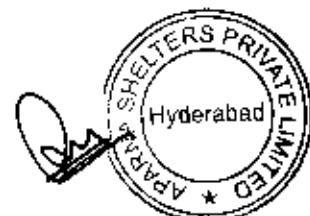
12.3. The Allottee(s)/Purchaser(s) shall maintain the apartments in good tenable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Allottee(s)/Purchaser(s) or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the AGPA Holder/Promoter Developers shall always be subject to proper maintenance and upkeep of the apartments/services and amenities by the Allottee(s)/Purchaser(s) or the association of the Allottee(s)/Purchaser(s) as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The AGPA Holder/Promoter/maintenance agency /association of Allottee(s)/Purchaser(s) shall have rights of unrestricted access of all Common Areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Allottee(s)/Purchaser(s) agrees to permit the association of Allottee(s)/Purchaser(s) and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **APARNA KANOPY MARIGOLD** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) formed by the Allottee(s)/Purchaser(s) for rendering maintenance services.



15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1 Subject to Clause 12 above, the Allottee(s)/Purchaser(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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 and shall not make any fixtures or boards which may deface the exteriors. Further the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3. The Allottee(s)/Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the AGPA Holder/Promoter and thereafter the association of Allottee(s)/Purchaser(s) and/or maintenance agency appointed by association of Allottee(s)/Purchaser(s). The Allottee(s)/Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

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

17. ADDITIONAL CONSTRUCTIONS

The AGPA Holder/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) except for as provided in the Act.



18. MORTGAGE OR CHARGE

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

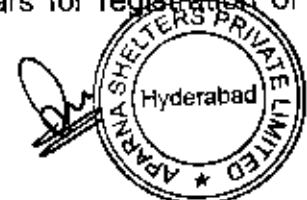
19. FORMATION OF ASSOCIATION/SOCIETY OF ALLOTTEE(S) AND CONSENT OF ALLOTTEE(S)/PURCHASER(S):

The AGPA Holder/Promoter shall take the following steps to enable formation of an Association of Allottee(s)/Purchaser(s) under section 11(4) (e) of the Act:-

- a) With respect to a real estate project, the AGPA Holder/Promoter shall submit an application to the Registrar of Registration of Association of Allottee(s) 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 percent of the total Allottee(s)/Purchaser(s) in such a project have taken possession and the AGPA Holder/Promoter has received the full consideration from such Allottee(s)/Purchaser(s). All the Allottee(s)/Purchaser(s) on payment of full consideration shall become members of such Association of Allottees formed by the AGPA Holder/Promoter. The association shall be registered with byelaws as set out in schedule E hereto.
- b) If the AGPA Holder/Promoter fails to form the Association of Allottee(s), the Authority shall by an order direct the AGPA Holder/Promoter to apply for formation of such association or may authorize the Allottee(s)/Purchaser(s) to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying title to the Association of Allottee(s) under Section 17, the AGPA Holder/Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee(s) without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee(s)/Purchaser(s) by the AGPA Holder/Promoter does not create a binding obligation on the part of the AGPA Holder/Promoter or the Allottee(s)/Purchaser(s) until, firstly, the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) and secondly, appears for registration of



the same before the concerned Sub-Registrar as and when intimated by the AGPA Holder/Promoter. If the Allottee(s)/Purchaser(s) fails to execute and deliver to the AGPA Holder/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s)/Purchaser(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the AGPA Holder/Promoter, then the AGPA Holder/Promoter shall serve a notice to the Allottee(s)/Purchaser(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s)/Purchaser(s), application of the Allottee(s)/Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee(s)/Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee(s)/Purchaser(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

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

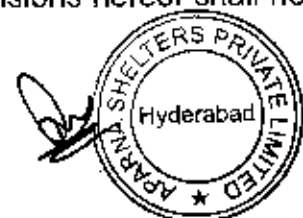
23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/PURCHASER(S) & SUBSEQUENT ALLOTTEE(S)/PURCHASER(S)

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising herein under this agreement in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s)/Purchaser(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The AGPA Holder/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, condone the delay by the Allottee(s)/Purchaser(s) in making payments as per the Payment Plan [Annexure C] or waive or reduce interest for delayed payment. It is made clear and so agreed by the Allottee(s)/Purchaser(s) that exercise of discretion by the AGPA Holder/Promoter in the case of one Allottee(s)/Purchaser(s) shall not be construed to be a precedent and /or binding on the AGPA Holder/Promoter to exercise such discretion in the case of other Allottee(s)/Purchaser(s) or waiver of any rights of the AGPA Holder/Promoter in respect of future defaults or delays or any other breach or violation of the terms of this agreement by the Allottee(s)/Purchaser(s).

24.2 Failure on the part of the AGPA Holder/Promoter/Developer / Owner to enforce at any time or for any period of time the provisions hereof shall not



be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY

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

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

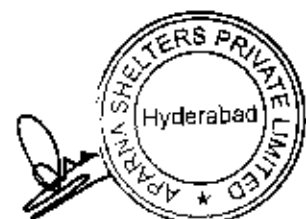
Wherever in this Agreement it is stipulated that the Allottee(s)/Purchaser(s) has to make any payment, in common with other Allottee(s)/Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the AGPA Holder/Promoter through its authorized signatory at the AGPA Holder/Promoter's Office, or at some other place, which may be mutually agreed between the AGPA Holder/Promoter and the Allottee(s)/Purchaser(s), in Hyderabad after the Agreement is duly executed by the Allottee(s)/Purchaser(s) and the AGPA Holder/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar, if required; at the cost of the Allottee(s)/Purchaser(s). Hence this Agreement shall be deemed to have been executed at Hyderabad.



29. NOTICES

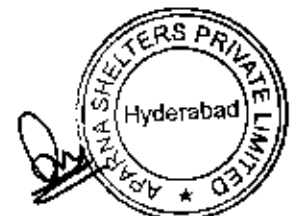
That all notices to be served on the Allottee(s)/Purchaser(s) and the AGPA Holder/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)/Purchaser(s) or the AGPA Holder/Promoter by Registered Post at their respective addresses or by e-mail address as specified below:

Name of the Allottee(s)/Purchaser(s) No. 1		
Name of the Allottee(s)/Purchaser(s) No. 2		
Name of AGPA Holder/Promoter or Developer	M/S. APARNA SHELTERS PRIVATE LIMITED Represented by its Authorized Signatory Mr. M. Sambasiva Rao, S/o. Late Mr. M. Haragopala Rao aged about 54 years O/o. Registered Office at 802, Astral Heights, 6-3-352/2 & 3, Road No.1, Banjarahills, Hyderabad -34	mssrao@aparnaconstructions.com ;

It shall be the duty of the Allottee(s)/Purchaser(s) and the AGPA Holder/Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address/email by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the AGPA Holder/Promoter or the Allottee(s)/Purchaser(s), as the case may be. The parties may agree on any other convenient mode of written communication including whatsapp/sms to the registered phone number.

30. JOINT ALLOTTEE(S)/PURCHASER(S)

That in case there are Joint Allottee(s)/Purchaser(s) all communications shall be sent by the AGPA Holder/Promoter to the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s).



31. SAVINGS

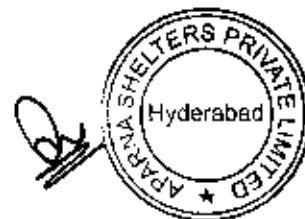
Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s)/Purchaser(s), in respect of the apartment before this agreement, shall not be construed to limit the rights and interests of the Allottee(s)/Purchaser(s) under the Agreement for Sale or under the Act 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 Rules and Regulations made there under including other applicable laws in the State of Telangana 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 and negotiation, failing which the same shall be settled through the adjudicating officer appointed under the Act.



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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s)/Purchaser(s): (including joint buyers)

S. No	Name Of the Allottee(s)/Purchaser(s)	Signature of the Allottee(s)/Purchaser(s)	Photos of the Allottee(s)/Purchaser(s)
1			
2			

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

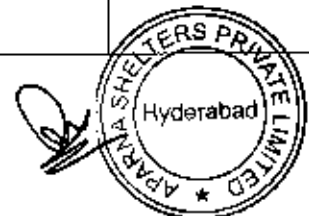
AGPA HOLDER/PROMOTER/DEVELOPER

M. SAMBASIVA RAO

(Authorized Signatory)

WITNESSES:

SL. NO.	NAME	AGE	ADDRESS	OCCUPATION	SIGNATURE
1	M. SRINIVAS	42	M/S.APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED Registered Office at 802, Astral Heights, 6-3-352/2 &3, Road No.1, Banjara Hills, Hyderabad -34	Private Service	
2	S. SRINIVAS	47	As above	Private Service	



Schedule 'A' - Description of the land
(SCHEDULE - A PROPERTY)

All that land admeasuring **55706.78 Sq. Mtrs.** out of the land ameasuring **57,504.44 Sq Mtrs** equivalent to **Ac.14-08Gts** in Sy Nos.451 (P), 452 (P), 459(P) and 461(P) situated at Gundlapochampalli Village and Municipality, Medchal Mandal, Medchal-Malkajgiri District, and bounded as follows:

NORTH : Land in Survey Nos. 452(P) and 459(P);
 SOUTH : Aparna Kanopy Tulip Project;
 EAST : 24 Mts wide Road;
 WEST : Compound Wall.

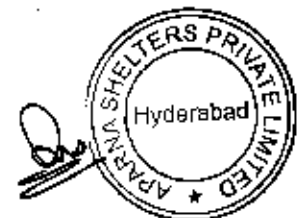
The above schedule is as per the sanctioned plan which is approved by **Hyderabad Metropolitan Development Authority** vide **File No. 020508/MED/R1/U6/HMDA/18022019** dated **18th January, 2020** released through **Gram Panchayath, Gundlapochampalli** vide **Letter No. _____** dated **_____**.

Schedule-'B' Property
(Description of the Apartment)

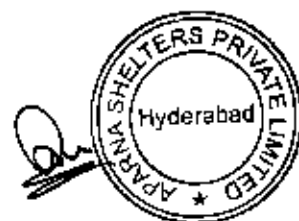
All that Part and Parcel of Apartment No. _____; in Floor No. _____ in Block No. _____ with saleable area of _____ Sft (includes Carpet area of _____ Sq. feet), balconies and Utility area of _____ Sq feet) and common area of _____ Sft totaling to Built-up area of _____ Sq. Ft. along with undivided share of land _____ Sq.Yards together with _____ Car Parking slots, to be constructed in the project named as "**APARNA KANOPY MARIGOLD**", in Schedule -'A' Property bounded as follows:

North : _____
 South : _____
 East : _____
 West : _____

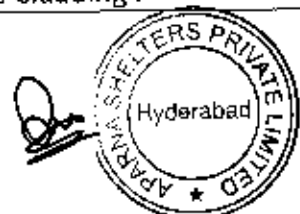
***** Note :** As per the provisions of the RERA Act, Sale Deed will be executed for the Carpet area, balconies and Utility area of only in favour of the Allottee(s)/Purchaser(s) and the proportionate common areas including undivided share of land will be transferred to the Association by way of conveyance deed.



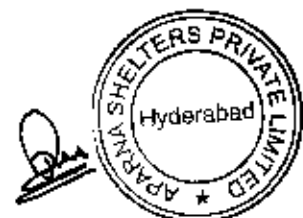
	French Doors	uPVC Door Frame with Float Glass Paneled Shutters and Designer Hardware of reputed make with provision for Mosquito mesh track. (Mesh & Fixing shall be at the cost of Client)
	Windows	UPVC Door Frame with Toughened Tinted Float Glass with Suitable Finishes as per Design with Mosquito mesh.
	Grills for Windows	Aesthetically Designed, Mild Steel (M.S) Window grills with Enamel paint finish shall be provided for all windows upto 2nd floor.
	Balcony Railings	MS Railing with reputed enamel paint finish.
	Staircase Railings	Factory made designer stainless steel railings of reputed make
4	FLOORING	
	Drawing, Living, Dining, Pooja	600 x 600 mm Double Charged Vitrified Tiles of reputed make.
	All Bedrooms & Kitchen	600 x 600 mm Double Charged Vitrified Tiles of reputed make.
	Bathrooms	Acid Resistant, Anti-Skid Ceramic Tiles of Reputed Make.
	Corridors	Vitrified Tile of Reputed Make.
	All Balconies	Rustic Ceramic Tile of Reputed Make and Granite sill at bottom of the railing.
	Utility	Rustic Ceramic Tile of Reputed Make and Granite sill at bottom of the railing.
	Staircase	Tandoor / Kota Stone
5	TILE CLADDING	
	Dadoing In Kitchen	Glazed Ceramic Tiles dado up to 2'-0" height above Kitchen Platform of Reputed Make.
	Bathrooms	Glazed Ceramic Tile Dado up to 8'-0" height of Reputed Make.
	Utility	Glazed Ceramic Tiles Dado upto 3' Height of Reputed Make.
6	KITCHEN	
	Counter	Granite Platform with Stainless Steel Sink.
	Water Provision	Separate Municipal Water (Manjeera or any other water provided by GHMC) along with Borewell water.
	Other Accessories	Provision for fixing of Water Purifier, Exhaust Fan & Chimney.
7	UTILITY	
	Dishwasher/Washing Machine	Provision for Washing Machine & Wet Area for Washing Utensils etc.



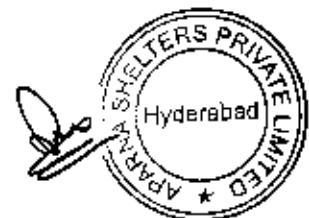
8	CP & SANITARY FIXTURES		
	Bathrooms		Vanity type Wash Basin / Granite Counter Top.
			EWC with Concealed Flush Tank of Reputed Make
			Single Lever Fixtures with Wall Mixer cum shower of reputed makes.
			All C.P. Fittings are of reputed make.
			PVC false ceiling in all bathrooms.
9	ELECTRICAL FIXTURES		
	Internal Electrical Fixtures		Geysers in all Bathrooms
			Exhaust Fans in all bathrooms
			Copper piping for Air Conditioning Units for all Flats
			Power outlets for Air Conditioners in all Bed Rooms.
			Plug points for T.V. & Audio Systems etc.
			3 phase Supply for each unit with individual meter boards
			Miniature Circuit breakers (MCB) for each distribution boards of reputed make.
			Concealed Copper Wiring of Reputed Make.
			Switches of Reputed Make.
	Kitchen/Utility Area		Power plug for Cooking Range Chimney, Refrigerator, Microwave Ovens, Mixer / Grinders in Kitchen, Washing Machine and dish washer in Utility Area.
10	TELECOMMUNICATIONS, CABLE TV & INTERNET		
	Telephone Points		Telephone points in all Bed Rooms, Drawing / Living Rooms
	Intercom facility		Intercom facility to all the units connecting Security
	Cable TV		Provision for Cable Connection in Master Bed Room & Living Room.
	Internet		One Internet connection Provision in Each Apartment.
11	ELEVATORS / LIFTS		
	Passenger Lifts	Specification	Two High speed automatic passenger Lifts with rescue device with V3F for energy efficiency of reputed make for each tower.
		Flooring and Car Finish	Entrance with Vitrified Tile / Granite Cladding .
	Fire / Service lifts	Specification	One High speed automatic Passenger cum Service Lift per Block with rescue device with V3F for energy efficiency of reputed make for each tower.
		Flooring and Car Finish	Entrance with Vitrified Tile / Granite Cladding .



12	WSP & WTP	
		Domestic Water made available through an exclusive Water Softening Plant (Not RO Plant)
		A Sewage Treatment plant of adequate capacity as per norms will be provided inside the project, treated sewage water will be used for the landscaping and flushing purpose.
		Rain Water Harvesting at regular intervals provided for recharging ground water levels as per the norms.
		Water meters for each unit for domestic & municipal water
13	CAR PARKING	
	2 BHK / 2.5 BHK	One Car Park for 2 BHK & 2.5 BHK Apartment.
	3 BHK	Two Car Parks for 3 BHK Apartment
		Car Parking shall be in Cellar & Stilt floor level.
14	CAR WASHING FACILITY	
		Car washing facility shall be provided as per the vendor's specifications.
15	PARKING MANAGEMENT	
		Entire parking is well designed to suit the number of Car Parks provided parking signage's and equipment at required places to ease the traffic Flow.
16	FACILITIES FOR DIFFERENTLY ABLED	
		Access ramps at all Block Entrances shall be provided for Differently Abled.
17	POWER BACK UP	
		100% DG Set backup with acoustic enclosure & A.M.F
18	SECURITY / BMS	
		Sophisticated round-the-clock security / Surveillance System.
		The Complete building shall be provided Building Management System with all facilities.
		Centralized billing system for water consumption shall be provided.
		Panic button and intercom is provided in the lifts connected to the security room.
		Solar power fencing around the compound.
		Surveillance cameras at the main security and entrance of each block to monitor.



19	FIRE & SAFETY	
		Fire hydrant and fire sprinkler system in all floors and basements as per NBC Norms.
		Fire alarm and Public Address system in all floors and parking areas (basements) as per NBC Norms.
		Control panel will be kept at main security.
20	LPG	
	LPG Gas	Supply of gas from centralised Gas bank to all individual flats with Pre-paid gas meters.
21	CLUB HOUSE & AMENITIES	
	State- of- the Art Club House with amenities	Grand Entrance Lobby
		Creche
		Multipurpose Hall - 1 No.
		Coffee Shop
		Library
		Yoga / Meditation Room
		GYM
		Aerobics
		SPA
		Society Office
		Guest Rooms - 05 Nos.
		Swimming Pool
		Kids pool
	Indoor Sports Facilities	
		2 No's Badminton Courts
		1 Nos Squash Court
		2 Nos Table Tennis Courts
		2 Nos Billiards Tables
		Chess / Carroms
	Outdoor Sports Facilities	
		Basket Ball Court
		Tennis Courts with Seating Gallery - 2 No's.
		Skating Rink
		Beach Volley Ball Court
		2 Nos. Cricket Practice nets
		Multipurpose Lawn for Picnic & Mini Soccer
		Out Door Gym
		Kids Play Area
		Rock Climbing Wall



Other Facilities	
	Outdoor Yoga and Meditation
	Jogging Track
	Party Lawn
	Water Feature and Sculpture Court
	Amphitheatre
	Dog Park
	Aromatic Garden
	Rain Garden
	Butterfly Garden
	Covered Central Bus Stop
	Flea/Farmers Market

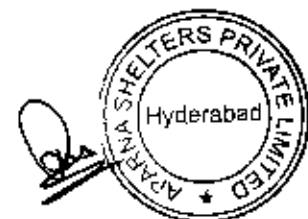
Branded items and inputs which are as per the terms and conditions of manufacturer/dealer/ supplier and are subject to availability.

Schedule-'E' – Convenience Shopping Center
(SCHEDULE - E PROPERTY)

All that the part and parcel of the "Convenience Shopping Center" with a Built-up area of **1691.16 Sq. Mtrs.** together with **Undivided Share of Land** admeasuring **1797.66 Sq. Mtrs.** equivalent to **2150.00 Sq. Yards** out of the total land admeasuring **57,504.44 Sq Mtrs** equivalent to **Ac.14-08Gts** in Sy Nos.451 (P), 452 (P), 459(P) and 461(P) situated at Gundlapochampalli Village and Municipality, Medchal Mandal, Medchal-Malkajgiri District, as per the sanctioned plan which is approved by **Hyderabad Metropolitan Development Authority** vide **File No. 020508/MED/R1/U6/HMDA/18022019** dated **18th January, 2020** released through **Gram Panchayath, Gundlapochampalli** vide **Letter No. _____** dated _____

and bounded as follows:

- NORTH** : Entrance and Exit Gate for Project – Aparna Kanopy Marigold Land;
- SOUTH** : Proposed Convenience Shopping Center and Aparna Kanopy Tulip Project;
- EAST** : 24 Mts wide Road;
- WEST** : Compound Wall of Project – Aparna – Kanopy Marigold



Schedule-F (Draft only, subject to Change)
Bye-laws of the Association of Allottees
(Annexure)

1. PRELIMINARY:

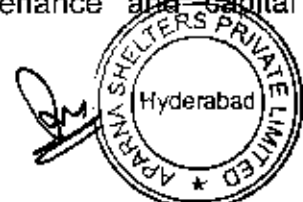
- 1.1 The name of the Society shall be **"APARNA KANOPY MARIGOLD RESIDENTIAL UNITS OWNERS WELFARE SOCIETY"** which, for the sake of brevity, shall hereinafter be referred to as the "Society".
- 1.2 The Registered Office of the Society shall be at land admeasuring **55706.78 Sq. Mtrs.** out of **57,504.44 Sq Mts equivalent to Ac.14-08Gts** in Sy Nos.451 (P), 452 (P), 459(P) and 461(P) situated at Gundlapochampalli Village and Municipality, Medchal Mandal, Medchal-Malkajgiri District.

2. AIMS & OBJECTIVES:

The Society is formed primarily to constitute an organization of owners of apartments in **BLOCKS - A, B, C, D, E, F, G, H, I, J & K** consisting of **1320 Residential Apartments** and an **Amenities Block** known as **"APARNA KANOPY MARIGOLD"** constructed in **55706.78 Sq. Mtrs.** out of **57,504.44 Sq Mts equivalent to Ac.14-08Gts** out of **Ac.14-28Gts** in Sy No.451(Part), **Ac.14-05Gts** in Sy No. 452, **Ac.0-38Gts** in Sy No.459 and **Ac.1-22Gts** in Sy No.461 totally admeasuring **Ac.31-13Gts** situated at Gundlapochampalli Village (presently within the municipal limits of Gundlapochampalli), Medchal Mandal, Medchal Malkajgiri District.

The Aims and Objectives of which shall be:

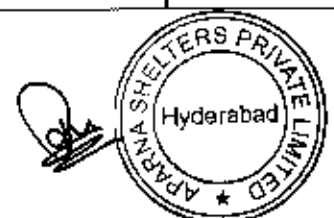
- 2.1 To take possession of all common areas and facilities in the premises of **"APARNA KANOPY MARIGOLD"**, more particularly described in **Clause 4.8** below and hereinafter called the **"APARNA KANOPY MARIGOLD"**.
- 2.2 To manage and maintain all common areas and facilities as mentioned above.
- 2.3 To create excellent, safe and orderly living conditions in the premises, and promote social and community life among the residents.
- 2.4 To maintain all the machinery, equipment and other assets worth crores of rupees which are highly essential in nature for day-to-day living but having wear & tear, depreciation and requiring power, consumables and prompt maintenance in order to ensure uninterrupted services round the clock and to last their full life cycle - refer essentiality of services as explained in table below. Short sighted decisions like low maintenance charges to residents, subsidizing clubhouse usage charges and the like should not override the long term sustainability.
- 2.5 To fix maintenance charges rationally without resorting to any sort of subsidy and without deferring any critical maintenance and capital



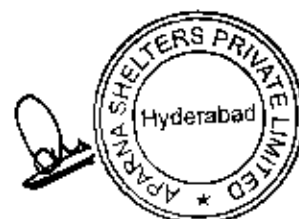
- expenditure particularly when the maintenance expenses keep escalating year after year and society having no control over the cost elements like minimum wages, power tariff, water tariff, diesel price, AMC charges, cost of consumables, club house property tax, GST, income tax and the like.
- 2.6 To take care of the upkeep of the buildings including white washing, painting, etc., of the exterior of the building and the common amenities and keep the same in good repairs.
 - 2.7 To raise funds from the owners or residents for achieving the objectives of the Society.
 - 2.8 To promote/encourage social, cultural activities like entertainment, sports, educational programs etc.
 - 2.9 To associate and collaborate with other housing societies, bodies and organizations by forming a federation to collectively take up with government agencies for common interests like approach roads, street lighting, drainage, disposal of surplus STP treated water, STP sludge, green waste and traffic, law and order issues and lobbying with the government for declaring gated community maintenance services as essential services to prevent any work disruptions/stoppages in view of huge infrastructure fees paid by the developer and property tax/sewerage cess being paid by the owners / communities.
 - 2.10 To preserve bio-diversity, greenery, to protect the environment and to conserve water & energy.
 - 2.11 To maintain and keep in operational condition in 'AUTO' mode, all the Fire Fighting Systems 24/7/365 days being very critical in high rise apartments to ensure the safety of building occupants. Also to ensure that Mock Fire Fighting & Building Evacuation Drills held periodically are well attended by the residents including Managing Committee Members.

Table Indicating Essentiality Of Services In High Rise Residential Buildings Is Shown Below:

S. No.	Service	Priority	Whether Essential	Points for Consideration	Collateral/ Financial Losses due to Poor Maintenance
1	Power Distribution & Supply / Backup Power	Very High	100%	Without power there will be no water supply to residents and no lifts in case of medical emergencies. Life cannot go on without 'POWER'.	Very High
2	Water Supply (Hydro-pneumatic Pumps & PRVs)	Very High	100%	Power and water being available if pumps are non-functional water can't be supplied. Without WATER no life.	Very High



3	Lifts/Elevators	Very High	100%	Life cannot be imagined without the lifts being functional 24*7*365 days. Movement of people becomes impossible without the lifts even for a few minutes especially in case of emergencies.	Very High
4	Fire Safety & Fire Fighting Equipment (Fire Extinguishers, Booster Pumps, Hydrants, Sprinklers, Public Address & Fire Alarm Systems)	Very High	100%	The very objective of Safe Living/Fire Safety Systems is defeated if the Fire Pumps and other Fire Fighting and Alarm Systems are non-functional and not kept in 'AUTO' mode 24*7*365 days.	Very High. Negligence may lead to prosecution
5	Piped Gas Distribution Pigtails, Adaptors, PRS I & PRS II	High	Essential but not 100%		High
6	Sewage Treatment Plant Air Blowers, Feed Pumps, Filters, Hydro-pneumatic System, AHU, Centrifuge	High	Essential but not 100%	Operating and treating the raw sewage is truly serving the purpose in terms of conserving water by recycling the treated water for flushing and irrigation purpose and protecting the environment by letting out the excess water only after treatment.	High
7	Water Softening Plant	Low	Not Essential	Hardness of Metro Water is within the limits and needs to soften only Borewell water.	High
8	Storm Water Drainage System (Surface Drain Dewatering System) (Dewatering Pumps in Auto Operation)	High	Essential but not 100%	Chocking of storm water drains might cause heavy flooding in the basements/utility areas during incessant rains and needs to be properly maintained.	Moderate to High
9	Physical Security	High	Essential but not 100%		Moderate
10	Security (CCTV)	High	Essential but not 100%	Record of any untoward incidence could be missed in case of a failure of the remote surveillance system.	High
11	Security (Solar Power Fencing / Boom Barriers)	Moderate	Essential but not 100%		NA
12	Housekeeping	Low	Not Essential		Low
13	Horticulture & Landscaping	Moderate	Not Essential		Moderate



3. CERTIFICATES:

- 3.1 Certified that the Society is formed with a "No Profit and No Loss" motive and that no commercial activity is involved in its working.
- 3.2 Certified that the Society shall not engage itself in any agitations to ventilate grievances.
- 3.3 Certified the Office Bearers of the Society shall not be paid any remuneration or honorarium or payment of any kind from the funds raised by the Society.

4. DEFINITIONS:

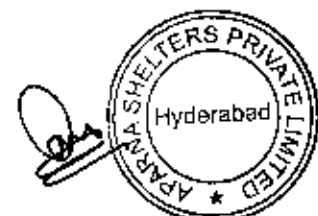
- 4.1 "Society" means, **"THE APARNA KANOPY MARIGOLD RESIDENTIAL UNITS OWNERS WELFARE SOCIETY"**
- 4.2 "Council" means, the Managing Committee constituted under Bye-Law No. VIII.
- 4.3 "Common Areas and Amenities" shall mean and include the land in **APARNA KANOPY MARIGOLD** as described in **Clause 4.8** below and also the structure of the Eleven (11) Blocks, Club House, water supply system including sumps, bore wells, pipelines, sewerage lines and compound wall, passage, open lands, landscape, common corridors, staircases, water piping system, drainage system, pathways, driveways, office rooms and toilets and other rooms meant for the Society and maintenance staff, Electro mechanical equipment like Electricity distribution system, DG sets, Fire safety pumps, circuit breakers, lifts, transformers, CC TV's, boom barriers, solar fencing, STP, WSP etc.
- 4.4 "Corpus fund" shall mean the Corpus Fund collected by the Promoter to be transferred to the Society and also subsequently collected by the Society.
- 4.5 "Limited Common Area" means, parking area limited for the use of the owners to whom the parking slots are allotted by the Promoter.
- 4.6 "Owner" means, Owner of the residential Unit and shall include the promoter in relation to residential Units which are retained by the Promoter, unsold residential Units and also the residential Units sold but not registered in favour of the buyers.
- 4.7 "Promoter" means, **APARNA SHELTERS PRIVATE LIMITED**, registered under the Companies Act 1956, having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad.
- 4.8 "**APARNA KANOPY MARIGOLD**" means, the land admeasuring **55706.78 Sq. Mtrs.** in the layout sanctioned by Hyderabad Metropolitan Development Authority admeasuring **57,504.44 Sq Mts equivalent to Ac.14-08Gts** out of **Ac.14-28Gts** in Sy No.451(Part), **Ac.14-05Gts** in Sy No. 452, **Ac.0-38Gts**



in Sy No.459 and Ac.1-22Gts in Sy No.461 totally admeasuring Ac.31-13Gts situated at Gundlapochampalli Village (presently within the municipal limits of Gundlapochampalli), Medchal Mandal, Medchal Malkajgiri District consisting of **Blocks – A, B, C, D, E, F, G, H, I, J & K** containing **1320 Residential Apartments** and an **Amenities Block** which includes the Club House, other utilities and facilities.

5. MEMBERSHIP:

- 5.1 **All the Registered Owners of Residential Units** shall be the members of the Society with voting rights. There shall be one vote for each Residential Unit owner. In relation to the Residential Unit retained by the Promoter, the promoter shall be entitled to exercise membership and voting rights. However, the Owners shall be entitled to exercise vote through their proxies, who shall either be their family members, tenants/licensee or other duly authorized agents, in the manner provided by these Bye-laws.
- 5.2 **Nominal Member:** The tenant or licensee of the owner shall become nominal member of the Society on registration. However, such tenant/licensee shall obtain a letter from the member-owner and register his/her name with the Society on payment of a Registration Fee of **Rs.1,000/-** (Rupees One Thousand only) and on signing the Registration form. The nominal-member may attend the meeting and participate in the discussion and give suggestion but shall not have any voting right or any other right, except those expressly provided in these bye-laws. The Managing Committee may co-opt any nominal member as member of the Committee without voting rights. The Managing Committee of the Society shall have absolute discretion to cancel the registration of the tenant/licensee, in which case the Member (Registered Owner) alone shall be responsible for all the acts and omissions of Nominal Member directly. However, if the member-owner authorizes, his/her tenant/licensee may act as authorized proxy.
- 5.3 **Transfer of Membership:** In case of death of any member, the transfer in favour of the nominee shall be made without any fees. In any other case, a transfer fee shall be payable by the transferee or legal heir, seeking transfer to the Society. The transfer fee shall be **Rs.5,000/-** (Rupees Five thousand only) in case of legal heir; and **@ Rs.10/-** (Rupees Ten only) per Sft. in case of other transferees on resale or any other case. All the transfer fees collected by the Society shall be credited to the Corpus Fund.
- 5.4 **Proxy Voting:** All proxy forms shall be signed by the owner and be filed and registered with the Society, either generally or before the commencement of any meeting. In case of joint ownership, it shall be signed by all the owners.
- 5.5 **Joint Ownership of Residential Unit:** Wherever the Residential Unit is purchased or owned by more than one person, any owner may represent all other owners of residential Unit and in case of dispute, the owner or

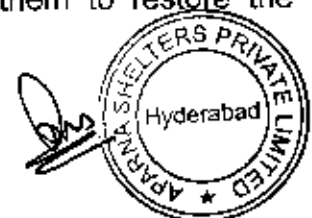


other person authorized by all the other owners, shall alone be permitted to vote on behalf of all the owners.

- 5.6 **Nomination by Members:** Every Member shall execute a nomination form, nominating one of his/her legal heirs, as nominee for the purpose of transfer of membership. If any member fails to execute the nomination form, the Society will transfer the membership in the name of the spouse of the deceased member, if any, and if no such spouse is alive, the eldest child of the deceased member. In the absence of spouse and children, the membership will be transferred to the parent of the deceased member. In case of sole legal heir, the membership will be transferred in favour of such sole legal heir. The transfer of membership as above shall always be subject to the orders or decrees passed by a Competent Court.
- 5.7 **Cessation of Membership:** A member shall cease to be a member when he ceases to be an owner of a Residential Unit. He / She shall, however, be liable to pay all the outstanding amounts due to the Society. In case of non-payment, the liability shall automatically stand transferred to the new owner of the Residential Unit.
- 5.8 The Membership shall be transferred to the nominee/sole legal heir of the owner automatically.
- 5.9 **Rights of Members:** A member shall be entitled to receive a copy of the registered bye-laws of the Society.
- 5.10 The members and their family members shall be entitled to participate in all the functions and programs organized by the Society. Every member shall be entitled to have one vote in respect of each residential unit owned by him/her. Every member shall be entitled to inspect the records and accounts of the SOCIETY at all reasonable working hours with prior intimation.

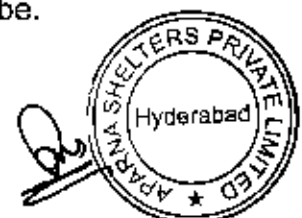
6. RESPONSIBILITIES AND LIABILITIES OF THE RESIDENTS:

- 6.1 No resident shall dispose / throw / dump the garbage or refuse in the common areas or ducts or in any open place. The garbage shall be properly packed and disposed of in the manner stipulated by the Society.
- 6.2 No resident shall throw or allow any combustible material or other hazardous material in any common area and also not store inside the residence. Since reticulated gas supply system of LPG or PNG is installed for the safety and convenience of the community as a whole, usage of individual cylinders inside the flat shall not be permitted and can be restricted by the society at the entry gate itself.
- 6.3 No resident / owner shall paint / modify the exterior walls or doors of his / her flat or carry out interior decorations on the exterior walls in the common areas. AC outdoor units shall be fixed in allotted/prescribed space only. The society has right to remove the same and charge them to restore the

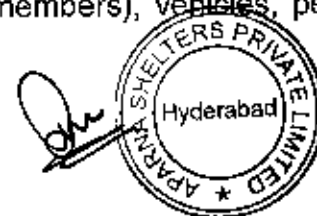


premises to previous condition and impose any penalty as deemed appropriate in order to maintain uniformity, protect ambience and ensure safety.

- 6.4 No resident shall throw any material into the pipelines/ducts. In case of any drainage or other problem, he/she shall only requisition the services of the plumber nominated by the Society. The members shall not appoint or hire the services of any electrician or plumber other than those nominated by the Society, except with the prior permission of the President or Secretary.
- 6.5 No resident shall let out the water used for cleaning or washing into the common areas or parking areas. The cars/vehicles shall be washed with water, only at the earmarked places and not in parking slots or elsewhere.
- 6.6 Every resident shall keep his residential unit as well as the common areas clean and hygiene.
- 6.7 No owner/resident shall carryout interior works inside their residential unit during night between 8.00 PM to 7.00AM and on Sundays and holidays. Interior workers are not allowed to stay back inside the flat during the said timings. The interior works should be completed within three months. If unduly delayed beyond three months MC shall impose penal charges as may deem fit. The cost of debris disposal shall be borne by the owner concerned. All owners / residents shall strictly comply with dos and don'ts notified for interior works and by blue book while living in the community.
- 6.8 Every resident shall be required to co-operate for carrying out the required repairs/maintenance works inside his/her residential unit to attend to the problems like leakages, seepages affecting neighbors down below or above residential units or common areas. The expenses incurred shall be borne equally by both the owners and society i.e. one third each.
- 6.9 Every resident shall be required to cooperate with the maintenance staff for taking readings of meters installed inside their residential units.
- 6.10 Footwear shall not be allowed to be scattered in the corridors. They should be properly placed in shoe rack size of which shall not exceed: 15 inches depth, 36 inches height and 21 cubic ft. in total volume. This is to protect the general ambience in the common corridors. The shoe rack shall be placed without causing any safety hazard to children and obstruction to residents.
- 6.11 The residential units are meant and approved for residential purpose only. Any commercial activity like crèches, beauty parlors, offices, service apartments, paying guest accommodation, guest houses, commercial cooking / catering and the like is strictly prohibited. Every residential unit shall be a single and indivisible unit. Any violation shall attract disconnection of water, electricity, gas supply after due notice by president/secretary to resident /owner as the case may be.

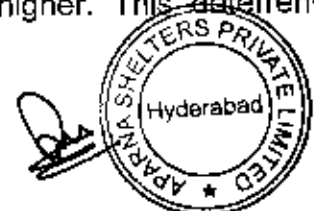


- 6.12 No residential unit owner shall alienate or transfer his residential unit without obtaining "No Dues Certificate" from the Society.
- 6.13 No resident shall do or suffer anything to be done in his residential unit which may cause nuisance, annoyance or inconvenience to any of the residents, or carry on practices, which may be repugnant to the safety, general decency, peace or morals of the residents of the Premises. The President/Secretary shall be competent either suo-moto or on complaint to take steps to stop all such practices mentioned above.
- 6.14 In the event of any emergency like fire, flooding of water, death or suicide etc., in a residential unit locked either from inside or outside, the Managing Committee shall decide to break open the lock/door to control the situation in the general interest/safety of the community.
- 6.15 Every resident shall ensure that the Pets owned / kept by them are registered with the society. The resident shall also ensure that the pets are adequately vaccinated and such vaccination certificates are also filed with the society office. Pet animals should be kept on tight leash while moving in the common areas and it is the responsibility of the owner to ensure cleaning of the excrements if done by the pet in common areas. The cost of treatment for any injury caused by pets / pet bites to any individual shall be borne by the owner/s of the pet animal/s. In case of any dispute guidelines issued by the Animal welfare board of India should be referred to.
- 6.16 Every resident shall use the common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other residents/occupants.
- 6.17 Resident shall not place / hang flower pots / plants / shrubs or dry cloths / mops on their balcony / sit out / utility / railings /on and in common corridors. Any damage, injury, death arising due to fall of such objects or any other materials, the resident concerned shall be held solely responsible.
- 6.18 Common corridors shall be kept free of any materials including bicycles, tricycles and kids play items.
- 6.19 Residents shall not be permitted to draw/hang loose wires/cables outside their residents or erect dish antennas on external walls or protruding out of their balconies to protect ambience, beauty and safety of the buildings.
- 6.20 Every resident shall comply with the rules, conditions and restrictions placed by the Society from time to time for the accomplishment of the aims and objects of the Society. Failure to comply with any of these stipulations shall be a ground for action by the President/Secretary to seek relief or recover damages, as deemed fit from the defaulting member.
- 6.21 For the security of the community all the residents are required to furnish details of all the residents (including non-family members), vehicles, pets



and emergency contact details in the prescribed format to the Society or its authorized agency at the time of occupation, carry the ID cards if issued by the society/its agency at all times to identify the bona fides of the residents by the security and compulsorily display the vehicle pass sticker on the front wind shield for easy identification at the entry gate and at the parking places.

- 6.22 Every resident shall be bound by the bye-laws and resolutions that may be passed by the Society from time to time. All members/owners shall impose these conditions on their transferees, tenants/licensees, guests and agents etc. Otherwise, such members shall be personally liable for all acts and omissions of his/her transferee, tenant/licensee, guests and agents etc.
- 6.23 Any dues/liabilities including maintenance charges on the residents shall be transferred to the new buyer in the event of the sale of the residential unit. Similarly in case of any default of payments by tenants/licensees/residents, the owner shall be responsible/liable for payment of such dues to the Society.
- 6.24 The Society shall be entitled to appoint and regulate the hawkers/ vendors for vegetables, newspapers, milk, drinking water and Delivery Boys etc. In case of any unruly behavior or misconduct on the part of such persons, the maids, cooks and drivers of residents the President/Secretary shall intimate the same to the member/resident concerned, who shall co-operate with the President/Secretary in taking suitable action.
- 6.25 The monthly maintenance charges shall be collected by the Society basing on the area of the residential unit as per sale deed.
- 6.26 The tariff/rates payable by residents/users for Electricity, DG Power, Cooking Gas, Water and other usages charges for Club House facilities shall be fixed, notified and collected by Society from time to time. The respective meters for Electricity, DG Power, Water and Cooking Gas are owned by the owners and it is their responsibility for the repairs and replacement costs.
- 6.27 In case of breach of any of the bye-laws or the conditions as above or the resolutions of the Society or non-payment of maintenance charges, electricity charges, water charges or other amounts liable to be paid to the Society, the President/Secretary shall serve a 24 hour notice on such erring member / resident, calling upon him/her to rectify and if the breach/default continues beyond 24 hours, the President/Secretary shall be entitled to disconnect water, electricity or such other service and refer the case to the Managing Committee for further action within 48 hours thereof. The Managing Committee shall, after hearing such erring member /resident, take such decision as it deems fit and the decision shall be final. The Managing Committee may also impose such fine, not exceeding Rs.5,000/- (Rupees Five thousand only), which may be enhanced from time to time by Resolutions of the General Body, or the actual amount of loss or damage caused by such member, whichever is higher. This deterrent



action like disconnection of water, power etc. by the society is an absolute necessity in the larger interest of the community to prevent any member / members from defaulting on payment of maintenance and other charges. It should be noted that default of maintenance charges by members may result in default of payment by society for hundred percent essential services like water, power, backup power, fire safety, lifts etc. thereby adversely affecting living conditions of the community as a whole including the promptly paying members for no fault of theirs. Maintenance charges from the members are the only source for running the maintenance services and no other external funding or subsidy by any government or non-government agencies exists.

- 6.28 Non-resident owners shall not be entitled for obtaining vehicle stickers and use of any amenity inside the community in the event of letting out their flat to tenants.
- 6.29 The conditions mentioned under this Clause 6 shall be applicable to and binding on all residents and for the purpose of this Clause, the word "Resident" shall mean and include all the members, their respective family members, servants, drivers, suppliers, visitors and guests etc., who reside or stay within the Residential Unit or otherwise use or visit the premises and common areas, for any purpose whatsoever.
- 6.30 Any notice/communication to the resident/residents shall be put up on the notice boards of the block concerned and/or Apna Complex / any other portal and such notice / communication is deemed to have been notified / communicated.
- 6.31 Defaulting residents shall not be entitled to any of the rights and privileges enjoyed by other members or to the services and facilities offered by the society and shall forfeit all the voting rights whatsoever till all the dues are cleared.

7. RAISING OF FUNDS

- 7.1 By contribution towards Corpus Fund from the members at the rate of **Rs.1,00,000/-** (Rupees One lakh only) payable in respect of each residential unit.
- 7.2 By way of Transfer Fee from the Transferees, other than family members, as provided in **Clause 5.2** above.
- 7.3 By way of fine as may be imposed by the Managing Committee as per the Bye-laws.
- 7.4 By way of moving in / out charges both internally and externally by tenants at the rate of **Rs. 2,500/-** per movement.
- 7.5 Towards maintenance charges to be levied proportionately on the basis of area of residential units as per sale deed. No rebate on maintenance

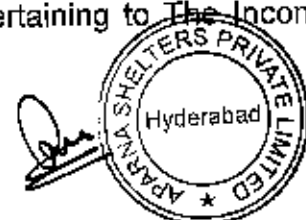


charges shall be claimed by the owner due to non-occupancy of the residential units as almost all the maintenance expenses are fixed costs irrespective of occupancy.

7.6 By any other mode as may be decided by the Managing Committee.

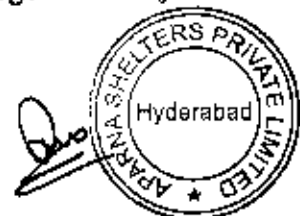
8. UTILIZATION OF FUNDS:

- 8.1 The amount of maintenance charges so collected shall be utilized towards expenditure for the following which are incurred for day-to-day maintenance like water supply, common electricity, wages and the remuneration payable to the staff or other persons hired for the purpose of day-to-day maintenance of the common areas and facilities or periodical checking / servicing of water supply and drainage system etc., maintenance of tot-lots, lifts and generators, STP, WSP, fire safety etc., including its service charges or any other expenditure of routine nature. Security services, pest control, common areas cleaning, common area lighting, landscaping etc. and all other amenities, routine administrative, property tax of club house by virtue of society being the owner, legal expenses and any other expenses not mentioned herein.
- 8.2 If the repairs to be affected to the common areas and facilities of the building exceed the estimated returns/interest on the corpus fund in any particular year, the Managing Committee shall convene the meeting of the general body and place the estimated costs of such repair and call upon the members to contribute proportionately towards cost.
- 8.3 The Managing Committee shall maintain accounts with all the diligence and submit the account closed up to 31st March of each year and audit report certified by a chartered accountant, to the annual general body meeting to be held on fourth Saturday or Sunday of April every year. If the general body is not held for any unforeseen and unavoidable circumstances, the statement of account and audit report shall be filed with the bank in which the APARNA KANOPY MARIGOLD corpus fund account is maintained with duly authorized copies to be filed with the committee. Such statements and reports shall be open for inspection of all the owner-member during all reasonable hours and in no case, such annual general meeting shall be postponed beyond May each calendar year. If the annual general body meeting is not held as above, each member of the committee shall be liable to pay a penalty of **Rs.100/-** for each defaulting day beyond 31st May of each calendar year with a maximum penalty limit of **Rs.1,500/-** (Rupees Fifteen Hundred Only).
- 8.4 All the payments should be done by account payee Cheque or online transfer only. If the total cash payments to any single vendor in a calendar month exceeds **Rs.5,000/-** should be ratified in the immediate MC meeting. While making various payments and invoicing / collecting of the receivables, need to ensure compliance with regard to Tax Deduction at Source (TDS) or all other applicable provisions pertaining to The Income



Tax Act, Provisions of The Goods and Services Act, all other applicable statutory laws, rules and regulations.

- 8.5 The Corpus Fund or any part thereof, including the interest accrued thereon, shall not be utilized for day-to-day maintenance, including replacement of electric bulb, day-to-day repairs and servicing, wages of staff, utility bills, etc. It shall be used only for the purpose of exterior paintings, structural repairs to the building, replacement or acquisition of any equipment like motor, lift, generator, fire safety equipment etc. or major repairs to or replacement of water supply/drainage system, additional electricity consumption deposit and towards statutory liabilities. The interest accrued on corpus fund shall also become part of the corpus fund. No amount from the corpus fund shall be withdrawn by the Managing Committee, except on a resolution by the general body in its Annual General Body Meeting or an Extraordinary General Body Meeting called for the said purpose. The agenda for the meeting with any proposal for expenditure shall be circulated by the committee to all members with a notice of fifteen days before such Annual General Body Meeting or Extraordinary General Body Meeting. No expenditure beyond the interest accrued, shall be incurred unless a special resolution is passed by 2/3rd (two thirds) of the members present and voting in such meeting. There shall be special proxy form for such meeting, clearly authorizing the voting on any subject relating to corpus fund. The President / Secretary and Treasurer shall explain the necessity of the expenditure and the estimates prepared by the competent technical person to the General Body. Any member except proxy shall be entitled to participate in the discussion and raise all objections during the meeting and the President / Secretary and Treasurer shall answer or clarify all such objections/ queries.
- 8.6 All amounts collected by the Society other than the amounts credited to the Corpus Fund shall be deposited in the bank account to be opened in the name of Society and to be operated by the President, Secretary and Treasurer. The cheques shall be signed by the Treasurer along with either President or Secretary. The Treasurer shall be liable for accounting of all receipts and payments to the committee / council and the committee / council shall be liable to the General Body.
- 8.7 The committee shall be the sole authority to decide the amount to be contributed by each owner towards maintenance basing on the area of the residential unit. Every member shall be liable to pay the maintenance charges without demur to the committee as decided by the committee from time to time. The committee shall display the amount payable towards charges in the notice board. However, it shall be the duty of resident / owner to verify with the Committee or Society office and find out the amount payable towards maintenance charges and shall not be entitled to raise any objections about due notice in this regard. Every defaulter shall be liable to pay penalty at the rate of Rs.50/- (Rupees fifty only) for each defaulting day beyond the due date as decided by the committee. No member shall be entitled to raise any dispute with regard to any amounts

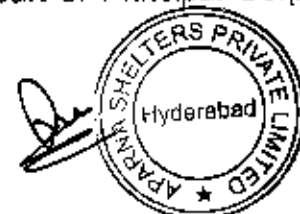


demand by the committee, unless he/she pays the said amounts, under protest.

- 8.8 If the delay continues beyond one week, the president / Secretary / Treasurer shall be entitled to disconnect any or all services, including water supply/electricity, to the defaulting member or his/her residential unit, without any further notice and without prejudice to any other right of the Society or the committee to collect the dues including but not limited to file a suit for recovery of dues.
- 8.9 It shall be the duty of every member to collect the receipt for any payment made by him, with full particulars, from the Treasurer or duly authorized employee of the Society. In case of dispute, no evidence shall be accepted except the receipt issued by the Treasurer or such duly authorized employee of the Society.
- 8.10 Any dispute between the Committee and the member or between the members regarding the management, maintenance or utilization of any common areas and facilities, noncompliance of bye-laws / rules including the payment, non – payment of maintenance charges shall be referred to the Grievance Committee to be appointed by the General Body for the period of two years in its Annual General Body Meeting. No Person elected to the committee shall be eligible to be appointed to Grievance Committee. The Grievance Committee shall consist of five members. The Grievance Committee shall elect its own chairman. The decision of the Grievance Committee shall be by majority and all proceedings of the Grievance Committee shall be recorded and be presented to the General Body in its Annual General Body Meeting. The Grievance Committee shall hold its meeting as per the requirements, but one such meeting shall be on the last Saturday/Sunday of every month without fail. The Grievance Committee shall dispose of the grievances or complaints as expeditiously as possible within one month of notice to the parties' concerned. The Quorum for Grievance Committee shall be three.

9. INVESTMENT OF FUNDS:

- 9.1 Corpus Fund: The Promoter shall transfer the Corpus Fund collected by it from the owners of the Residential Unit to a separate bank account to be opened in the name of the "APARNA KANOPY MARIGOLD Corpus Fund" in any Scheduled Commercial Bank. The funds shall be invested in the most beneficial manner. There shall not be any withdrawal from the Corpus Fund for a period of three years from the date of deposit and thereafter, the withdrawal shall be to the extent of accumulated interest for a period of seven years. Thus, the lock in period for the principal Corpus Fund shall be for initial ten years and for the current interest accrued thereon shall be for initial three years. The current interest means, the interest earned or estimated during the financial year, in which the expenditure is sought to be incurred. For removal of all doubts, it is hereby declared that the interest accrued during the previous years shall become part of Principal Corpus

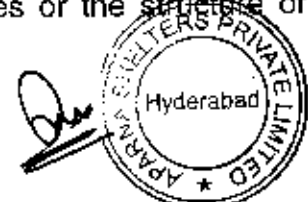


Fund and shall be subject to the same limitations and restrictions as the principal Corpus Fund.

- 9.2 The Corpus Fund of the Society shall consist of contribution of the members, transfer fee and shall be kept in Fixed Deposit in any Scheduled Commercial Bank and shall not be utilized for any purpose.
- 9.3 The Society shall credit all the amounts collected by it from time to time by way of transfer fees, fines, etc., except those collected towards maintenance charges, sinking fund or for special occasions like festivities, rentals from vendors, surplus revenues from clubhouse, to the APARNA KANOPY MARIGOLD Corpus Fund, at the end of each calendar month with a statement of account to be submitted to the Annual General Body Meeting.

10. MANAGEMENT:

- 10.1 The final authority of the Society shall vest in General Body, which shall be convened in the manner, specified in these bye-laws. Managing committee is accountable to the general body. The decisions of the General Body Meeting shall be binding on all the concerned.
- 10.2 The Managing Committee shall consist of President, Vice-President, Secretary, Treasurer and FIVE (5) other Members and may be convened by the Secretary/President as and when considered necessary, usually with a day's notice. The quorum for Management Committee meeting shall consist of at least five persons among the Managing Committee.
- 10.3 The management of the day-to-day administration of the Society shall vest with the President/Secretary.
- 10.4 The President, Vice-president, Secretary, Treasurer and Members of the Managing Committee shall be elected by the General Body of the Society, for a period of two years, in April of every alternate year. Till such time the existing managing committee shall continue to function.
- 10.5 It shall be the duty of the incumbent committee to conduct election to Managing Committee, before the expiry of their term.
- 10.6 In the event of equal number of votes for both "for" and "against" a resolution, the President of MC will have a deciding vote.
- 10.7 In case of some positions in the Management Committee (MC) falling vacant by resignation, death, or otherwise, the MC may nominate other members to the MC to fill these vacant positions, provided the number of such vacant positions is less than THREE (3) members for the MC elected by the members. The nomination of members requires the support of at least five of the MC members. The nominations must be listed in the minutes of the meeting. These nominated members shall not have any voting rights in matters pertaining to financial issues or the structure of



MC. The term of the nominated members shall be valid till the next elections of the MC members. The nominated members may also be removed similarly by five MC members present in the meeting.

- 10.8 Should more than 50% of the elected MC members resign over a period of time then the entire MC shall be considered dissolved and fresh elections for all nine MC members will be held. The remaining members of the MC shall organize these elections.
- 10.9 More than 50% of the elected MC members cannot resign collectively or en-masse without the approval of the general body.
- 10.10 If any member of committee is convicted for any Civil or Criminal offence, he/she will be automatically removed from the committee after verification of facts by remaining members of the committee.
- 10.11 A Managing Committee member cannot hold office for more than two consecutive terms.
- 10.12 A Management Committee member cannot participate and vote on matters that could be deemed as conflict of interest.

11. POWERS & DUTIES OF THE MANAGING COMMITTEE:

- 11.1 In the first instance the promoter shall register the Society with Managing Committee comprising of President, Vice-President, Secretary, Treasurer and Five Committee members. Once the occupancy in the community crosses 60%, the promoter/ its representative shall conduct elections for formation of duly elected Managing Committee.
- 11.2 The Managing Committee is empowered to appoint Staff for the Society and submit for ratification of Managing Committee.
- 11.3 The Managing Committee may formulate various sub committees to assist in carrying out its functions. Each such Subcommittee or a cluster of sub-committees may function under the guidance of a Managing Committee member.
- 11.4 The recommendations/suggestions of Sub-Committees will be reviewed at the Managing Committee meetings and decisions taken accordingly.
- 11.5 The Managing Committee may nominate any person with required professional qualification / experience from within the Residents to a subcommittee.
- 11.6 The Managing Committee will decide on the fund deposition in banks and insurance for common areas and properties.
- 11.7 No office-bearers i.e., President, Vice-President, Secretary, Joint Secretary, Treasurer, shall hold Managing Committee posts for more

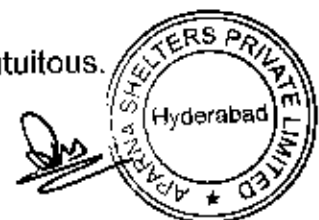


than two terms consecutively. However, he/she may be elected to be a member of the Managing Committee as an Executive Committee Member.

- 11.8 The Secretary/Treasurer shall submit a Quarterly report to Managing Committee in its meeting and also review the performance of the agencies and service providers appointed to deliver the services in the MARIGOLD.
- 11.9 The President or the Secretary is authorized to represent the society before any authority, Court or Tribunal for the purpose of prosecuting or defending any legal proceeding or other applications. The Secretary shall apprise the General Body in its next meeting about the status of any such legal proceedings or other applications.
- 11.10 The Vice President shall perform the functions of the President, and Secretary shall perform the functions of the Treasurer when the post falls vacant by resignations, death or otherwise and the Treasurer shall maintain the accounts and shall prepare the Annual Report for audit and also for approval of the General Body.
- 11.11 Managing Committee should keep all non-statutory records for minimum a period of two years.
- 11.12 Meetings of the Managing Committee shall be convened by the Secretary / President. Agenda of points for discussion at the meeting shall be forwarded to all members three days in advance of the date of the meeting.
- 11.13 In case of urgency the Secretary may obtain orders/decisions by circulation of the papers among the members of the Managing Committee. Such decisions arrived at by circulation shall be placed at the next meeting of the Managing Committee for ratification.
- 11.14 The Managing Committee shall meet at least once in a month and approve the income and expenditures for the period from the last approved.
- 11.15 The Managing Committee shall organize the audit of accounts and conduct elections such that the new Managing Committee is in place by 1st July of the second/election year and the new Managing Committee should take over from the outgoing Managing Committee on 1st July or at the Annual General Body Meeting whichever is earlier.
- 11.16 The Outgoing Managing Committee members shall be duty bound to attest the signatures of all members of the newly elected Managing Committee members in requisite form to be filed with the Registrar of Societies within 15 days from the date of declaration of the election results/taking charge.



- 11.17 The Managing Committee shall lay down rules & regulations, systems & procedures and take decisions from time to time to achieve and attain the objectives of the Society as laid down in the Bye-laws.
- 11.18 Any decision taken by the Managing Committee shall be by majority of the members present in that meeting subject to the quorum requirements specified in these bye laws. In case of a tie, the Chairperson will exercise his / her casting vote as second vote. No office bearer shall take any unilateral decision beyond his / her authority without going through Managing Committee.
- 11.19 The Managing Committee is responsible for selection of maintenance vendors, fixation of monthly maintenance charges, deposits, contributions, subscriptions etc. payable by the owners/tenants of the residential units and other parts of the Building Complex. The Managing Committee decision shall be final and binding on all residents / members. However after awarding such contracts the Managing Committee shall place all details in General Body Meeting.
- 11.20 Fix tariffs for Club House amenities, rentals for halls & vendors and common places for private functions of the residents in such a way that cross-subsidy by non-users is avoided to the maximum extent possible.
- 11.21 Decide on event management for commercial/personal, business promotions etc. and fix respective tariffs.
- 11.22 Decide the usage of common areas and facilities by residents and outsiders.
- 11.23 Disqualification of the members of the Managing Committee: A member of the Managing Committee absenting himself/herself for three consecutive Managing Committee meetings, unless the leave of absence is granted, shall automatically cease to be a member of the Managing Committee. The Secretary / President shall intimate all such disqualifications to the Managing Committee and to the concerned member.
- 11.24 No person shall be eligible to continue to be member of the Managing Committee if he/she is in default to the Society for a period of three months or more in respect of the maintenance charges or any other amount due to the Society.
- 11.25 Any member of the Managing Committee may at any time resign from his office by sending a letter of resignation to the President of the Society but such resignation shall take effect only from the date it is accepted by the Managing Committee.
- 11.26 Any member of the Managing Committee cannot participate and vote on matters that could be deemed as conflict of interest.
- 11.27 The Managing Committee members' services are gratuitous.



12. TERM OF THE MANAGING COMMITTEE:

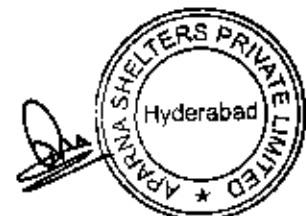
- 12.1 The tenure of the Managing Committee shall be for two years from 1st July to 30th June of the second year. The Managing Committee is automatically deemed to be dissolved at the expiry of two years. However, the Managing Committee shall function as a Caretaker interim committee till the next Managing Committee is elected and take charge.
- 12.2 The Annual General Body Meeting shall be held on or before the last Sunday of the month of December every year.

13. THE GENERAL BODY

The ultimate authority in all matters relating to the administration of the Society shall vest in the General Body.

The following, among others, shall be dealt with by the General Body:

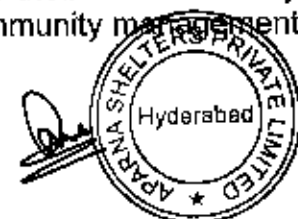
- 13.1 Election of the members of the Managing Committee.
- 13.2 Appointing an Auditor for auditing the accounts of the Society.
- 13.3 Approval of the annual budget of income and expenditure of the Society.
- 13.4 Consideration of the audit report and the annual report for approval and review the financial position of the Society.
- 13.5 Amendments to clauses in these Bye-Laws of the Society whenever considered necessary.
- 13.6 To transact such other business necessary and expedient for fulfillment of the aims and objectives of the Society within its powers.
- 13.7 The meeting of the general body shall be convened at least once a year or more often, if necessary.
- 13.8 Annual General Body meeting shall be convened by the Secretary with the approval of the President or as resolved in MC meeting after giving **14 days** clear notice to the members. The notice will include Agenda points for discussion, resolutions for consideration and approval with or without modifications, time, date and venue of the meeting.
- 13.9 The notice for the General Body meeting shall be delivered to the members of the Society through the existing online community portal. Notice shall also be displayed on all the Notice Boards of the Society.
- 13.10 The President/Secretary may call an Extraordinary General Body Meeting (EGM) giving seven (7) days clear notice and using reasonable means of communication.



- 13.11 If there is no quorum, the President of the meeting shall adjourn the meeting for half an hour and recall the General Body after half an hour on the same day at the same venue. If at such adjourned meeting also no quorum is achieved members present at the meeting can deal with any item of the agenda already circulated except amendments to the Memorandum and Rules and Regulations of the Society (bye laws). No notice will be issued for the adjourned meeting.
- 13.12 The General Body members shall elect the Managing Committee for the tenure of two years or such shorter period to coincide with 30th June of the two year tenure which would have expired if the elections were held as per original schedule.
- 13.13 The budget for the ensuing year shall be presented for consideration and approval.
- 13.14 The Annual Report and financial statements of the previous year shall be presented to the AGM for consideration and approval.
- 13.15 The General Body shall appoint an auditor once in two years for auditing the accounts of the Society and the audit report for the previous year shall be considered at the GB meeting.

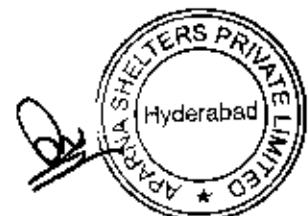
14. ELECTION PROCESS:

- 14.1 Only resident members who are not in default of payments to Society are eligible to contest for a Managing Committee post. In the event of their vacating from the community they cease to be the members of the Managing Committee.
- 14.2 The Managing Committee shall appoint an Election Officer, ideally a lawyer well versed with election procedure for the purpose of conducting the election for the next Managing Committee.
- 14.3 The election officer shall send the election notification at least 21 days in advance of the date of election via email on the email addresses registered in the member register and posting the election notification on the Society website, other approved online gated community management systems (like apnacomplex.com etc.) used to circulate notices to society members and pasting the election notification on the notice board of each block.
- 14.4 A time of seven days will be given for members to file their nominations on prescribed format. Each nomination has to be supported by at least two members. A member can support only one contestant.
- 14.5 A further time of two days will be given for nominations to be withdrawn.
- 14.6 All members contesting the elections can canvass for their candidature by way of emails, notices on approved online gated community management



system (like apanacomplex.com) and block notice boards. Door to door canvassing is prohibited. No loud speakers or public address systems can be used for canvassing. De facing of walls is strictly prohibited.

- 14.7 The Managing Committee will facilitate resident meetings where the candidates will have an opportunity to present their profile and ideas.
- 14.8 The election officer who may seek the help of other members shall conduct the voting for the Managing Committee in an orderly manner.
- 14.9 Only members are allowed to cast their votes in the election.
- 14.10 A member who cannot be present for the election but desirous of exercising her /his voting rights can appoint a proxy to vote on their behalf. The proxy form to be circulated by the election officer has to be deposited with the election officer at least two days before the date of election.
- 14.11 All proxy forms shall be signed by the owner and be filed and registered with the Society, before the commencement of any meeting. In case of joint ownership, all the owners shall sign the proxy form.
- 14.12 The counting of votes shall be done under the supervision of the election officer. Candidates and / or their nominees and other members are allowed to witness the counting of votes.
- 14.13 The results of the election shall be announced by the election officer by way of notice on each block notice board, notice on approved online gated community management system (like apanacomplex.com).
- 14.14 In case any contestant/contestants withdraw from contest during the course of election process, the election process will continue and the vacant positions due to withdrawal of contestants shall be nominated by the remaining new Committee members which should be ratified by the General Body within three months.
- 14.15 Any Office Bearer of the Managing Committee having ceased to be a member of the Society automatically ceases to be a member of the Managing Committee. The Managing Committee can elect/nominate an alternate member as per the Society Bye-laws.
- 14.16 The elected members shall take office upon the completion of the term of the previous committee.
- 14.17 Handing over of Charge: The office-bearers of the outgoing Managing Committee will be responsible for handing over the charge to the newly elected office-bearers at the expiration of their term. It shall be the responsibility of the outgoing President to ensure that Handing/Taking over by his/her team is completed smoothly and expeditiously.

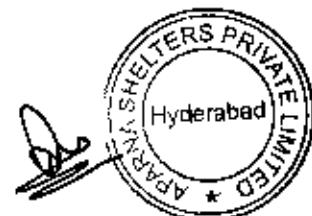


15. GENERAL BODY MEETINGS:

15.1 The notification & agenda for all general body meetings, except the Extraordinary General Body Meetings, shall be sent out at least 14 days in advance of the date of the meeting via email on the email addresses registered in the member register and posting the meeting notification on the society website, other approved online gated community management system (like apnacomplex.com) used to circulate notices to society members and pasting the meeting notification on the notice board of each block.

15.2 The General Body shall deal the following among other matters:

- (i) To review the actions taken to implement the decisions of the last Annual General Body Meeting or the last Extraordinary General Body Meeting held, if any.
- (ii) To amend the existing or to frame new byelaws when necessary.
- (iii) To consider and decide on any important communication received from Municipal or Government authorities, and other statutory bodies.
- (iv) To prescribe penalties / late fees for any breach/breaches of the byelaws or rules made there under, committed by any member/nominal member or person connected with him.
- (v) To consider any other matter, excepting that requiring proper notice, with the permission of the chair, after the regular agenda is over.
- (vi) The committee shall decide the date, time and place for all General Body Meetings.
- (vii) If within half an hour of the appointed time for the meeting, there is no quorum, then the meeting, convened due to requisition of members, shall be dissolved. In any other case the meeting shall be adjourned by half an hour on the same day and at the same place notified earlier or to a subsequent date not later than 30 days. In such an adjourned meeting the business of the General Body shall be transacted as per the original agenda whether there is quorum or not.
- (viii) At a General Body Meeting every member or in his/her absence his/her authorized representative shall have one vote only. Nominal members do not have voting rights.
- (ix) All matters except that of amending or framing the Bye-laws for which approval requires a 2/3rds majority of those present, shall be decided by a simple majority of those present by voting at the General Body Meeting.



- (x) The Committee shall finalize the minutes of every General Body meeting within Seven (7) days of the date of the meeting and circulate it among the members of the Society.
- (xi) An Extraordinary General Body Meeting of the Society may be called by the President at any time at the instance of the Committee or on receipt of a requisition signed by at least 1/10th members of Society stating in writing the matter on which deliberations are to be made. The meeting so convened shall not transact any business other than that mentioned in the notice of the meeting.
- (xii) Extraordinary General Body Meeting as mentioned above may be convened at a notice of 24 hours or more.

The Annual General Body Meeting shall be held in April/May every year to consider the Annual Report of the Managing Committee, the audited Statement of Accounts, appoint the statutory auditor and approve the budgets for the Society.

16. QUORUM:

General Body Meeting: The quorum for the general body meetings, including the annual general meeting and extraordinary general meetings shall be one – half of the total membership of the Society. There shall be no minimum quorum requirement if the meeting is held for the second time after the adjournment of the original meeting for want of quorum.

Managing Committee Meetings: The quorum for Managing Committee meetings shall be Five (5).

Grievance Committee Meetings: The quorum for grievance committee meetings shall be Three (3).

17. PARKING

PARKING OF VEHICLES IS AT 'OWNER'S RISK'.

- 17.1 Every member shall use only the parking slots allotted to the respective residential unit by the Promoter. The allotment made by the Promoter shall be registered with the Society and the Secretary shall maintain it as part of the records of the Society.
- 17.2 The parking space available for visitors is very limited. Hence visitors parking should be restricted to number of hours stipulated by society, for any visitor to park his / her vehicle. Vehicles parked beyond the stipulated hours shall be clamped and penalized. Once the visitor parking is full no other visitor's vehicles shall be allowed inside the complex.
- 17.3 Blocking fire drive ways by parking vehicles is a criminal offence and shall not be allowed under any circumstances. Appropriate penal action will be taken by the MC if any owner/resident is found violating in this regard.



- 17.4 The parking space is strictly meant for vehicles only. No other material shall be permitted to be kept in parking space even if it is lying vacant. Any material / good / articles other than vehicles will be removed and disposed by the society without any notice. The owner shall have no claim over such disposed of material.
- 17.5 Residents should not park their vehicles in visitor's parking, in other vacant parking slots and in "No Parking" zones. Residents shall be responsible for unauthorized parking by their visitors inside the community.
- 17.6 The number of vehicles of any particular resident, in excess of the number of allotted parking lots will not be allowed to be parked inside the premises. However residents can take written consent from vacant parking owners and park such additional vehicles. The written consent should be submitted in the society office.
- 17.7 Unauthorized parked vehicles shall be clamped and imposed penalty as fixed by the Society.
- 17.8 Idle run of the car and / or play of loud music while in the parking lot and visitor parking area is strictly prohibited to avoid noise and air pollution.

18. TERRACE

After completion of construction and hand over all the residential units by the owners as per the scheme, the terrace shall be handed over to the Society and society can restrict access of terrace to the residents for safety and other reasons.

