

Srikanth
S.V.L. No 15 - 10 - 018 / 2000
R.L. No 15 - 10 - 012 / 2012
P.No. 48, SY No. 10
Beside Swathi School Madhupur
Bhadrachalam District, AP
R.No: 686021
Lic. NO : 077 / 2013

STAMP DUTY TELANGANA
NON JUDICIAL
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357462
INDIA TELANGANA
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AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this 20th day of November 2021.

By and Between

M/s ADITYA BUILDERS, a Partnership firm Registered under the Indian partnership act 1932, having its principle place of business at H.No 5-15-40/41, Sriram Nilayam, Cooli Line, Kothagudem, Bhadrachalam, Kothagudem, Telangana-507101 (Pan Card No ABUFA9149D), Represented by its authorized Partners,

- i. Sri. SUDDHAPALLY VENKATA SATYA SUBRAHMANYAM S/o. Sri. Radha Krishna Murthy aged about 50 years, Occ: Business, Resident at R.No 303, Vishnu Sri Thatipally Towers, Medharabasti, Kothagudem, Telangana-507101, Aadhar no:2808 2156 1768.
- ii. Sri VEMULA SATYANARAYANA S/o. Sri. V. Laxmi Narayana aged about 47 years, Occ: Business, Resident at H.No 5-15-40/41, Sriram Nilayam, Cooli Line, Kothagudem, Telangana-507101, Aadhar no:7205 5007 2382.

(Both (i) & (ii) are hereinafter refer to as a managing partners")

Authorized vide partnership deed firm duly registration No 188/2021, Dated 09-June-2021 Register of Hyderabad, Telangana, India. are hereinafter referred to as the "Developer" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) OF THE FIRST PART;

AND

- (1) Sri. Krapa Janardhan Rao, S/o. Late Sri K.Raghavaiah & Others, aged about 63 years, Resident of H. No. 14-1-9, S.C.B Nagar, Ramavaram, Kothagudem, Bhadrachalam, Kothagudem District, Telangana - 507101, Aadhar No: 9804 8487 9459, Pan No : EDGPK8425J.

(Sl. No. (1) to () above are hereinafter referred to collectively as "Confirming Parties" or "Land Owners", which expression shall include their respective heirs, administrators, executors and permitted assigns) and represented by M/s ADITYA BUILDERS a Partnership Firm registered the under the Indian Partnership Act, 1932, having its principal place of business at H.No 5-15-40/41, Sriram Nilayam, Cooli Line, Kothagudem, Bhadrachalam, Kothagudem, Telangana-507101, (PAN:ABUFA9149D) its represented by managing partners,

- i. Sri. SUDDHAPALLY VENKATA SATYA SUBRAHMANYAM S/o. Sri. Radha Krishna Murthy aged about 50 years & ii. Sri VEMULA SATYANARAYANA

For ADITYA BUILDERS

Sury V. Satyanarayana

S/o. Sri. V. Laxmi Narayana aged about 47 years ,By virtue of the Development Agreement cum General power of Attorney bearing no 1. 3378/2021, Dated 06th July 2021, Executed at JSRO, Kothagudem District (RO), KOTHAGUDEM ; by Sl.No's.1 to () in the capacity of Managing Partners of M/s. Aditya Builders, OF THE SECOND PART;

The Developer and the Land Owners shall hereinafter collectively be referred to as the "Promoter" and individually as a "Party of the First Part or the Party of the Second Part" as the context may require or appropriate.

AND

1. Mr. _____ S/O. _____, aged about _____ years,
Occupation: Service, Resident at _____, AADHAAR
No. _____ (PAN No. _____)

hereinafter called the "Allottee/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assigns) OF THE THIRD PART.

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

WHEREAS:

- A. The Land Owners/Confirming Parties are the absolute and lawful owners of the land Survey No :- 128, totally admeasuring about 1730.00 Sq Yards or 1446.48 Square Meters situated at Budidagadda , Kothagudem Mandal & municipality, DTCP, Bhadradi Kothagudem District of Telangana State ("Said Land"), acquired by the Land Owners jointly, vide Development Agreement cum General power of Attorney bearing no 1. 3378/2021, Dated 06th July 2021, Executed at JSRO, Kothagudem District (RO), Kothagudem, at the office of the Joint Sub-Registrar's Office, Bhadradi Kothagudem District (RO). The Land Owners and the Developer have entered into a Development Agreement cum General power of Attorney bearing no 1. 3378/2021, Dated 06th July 2021, Executed at JSRO, Bhadradi Kothagudem District (RO), Kothagudem ,by virtue of which the Promoter is entitled to allot and alienate the built-up portions/Flats falling towards the share of the Promoter to the interested parties/purchasers/ allottees.
- B. The Said Land is earmarked by the Promoter for the purpose of building a residential project, comprising multi-storied apartment buildings and any other ancillary structures or developments therein with all necessary amenities and the said project shall be known as " ADITYA NEST " ("Project");
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

For ADITYA BUILDERS

Signed by V. Satyanarayana
PARTNER.

D. The COMMISSIONER, Town Planning Section, Bhadradi - Kothagudem ('DTCP') has granted the commencement certificate to develop the Project vide approval dated 23rd June 2021 bearing File no 3119/W4/2021/0711, Permit No 3119/W4/2021/0711.

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from The COMMISSIONER, Town Planning Section, Bhadradi - Kothagudem ('DTCP'), Telangana ('DTCP') The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____, _____, 2021 under registration no. _____;

The Allottee of the **Third Part** herein was desirous to purchase and had applied for an Apartment in the Project, vide application no. _____ dated _____ and has been allotted apartment No. _____, having Carpet Area (Including Internal Wall area) _____ Sft, Balcony Area _____ Sft, Wash Area _____ Sft, Outer wall Area _____ Sft, totaling to Plinth Area _____ Sft with Common Area _____ Sft, totally having a Saleable area (Super Built Up Area) of _____ Sq.ft, on _____-Floor in Block No. _____ ("_____") with an Undivided Share Of Land admeasuring _____ Sq Yds out of _____ SqYds, along with garage/covered parking no. _____ in _____ and _____ in _____ admeasuring _____ square feet each., as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

I. 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;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para G.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the Apartment as specified in para G.

1.2. The Total Price for the Apartment based on the Saleable area (Super Built up Area) is Rs. _____/- (Rupees _____ only) Plus GST @

For ADITYA BUILDERS


PARTNER.

5% of Rs. _____/- and totalling to Rs. _____/- (Rupees
_____ only) including GST.

The Super Built Up Area comprises of _____ Sft as below:

- i. Carpet Area (Including Internal Wall area) : _____ Sft
 ii. Balcony Area : _____ Sft
 iii. Wash Area : _____ Sft
 iv. Outer wall Area : _____ Sft
 Plinth Area (i+ii+iii+iv) : _____ Sft
 Common Area : _____ Sft
 Undivided Share Of Land : _____ SqYds

Block	Rate of Apartment per square feet based on Saleable Area Rs. _____/-sft
Apartment No. _____	
Type 2 / 3 BHK	
Floor 2nd	
Total price (in Rupees)	_____ only including GST

Over and above the Total Price mentioned above, the Allottee / Allotees agrees to pay the Corpus Fund at Rs. _____/- per Sq.Ft and Maintenance charges at Rs. _____/- per Sq.Ft plus applicable GST (including amenities block general maintenance) per Annum for the 1st (one) year from the date of getting occupancy certificate from GHMC by the Developer . However external Water charges (Tanker) if purchased from outside will be charged extra based on actuals.

The above charges shall be paid to the Developer, who shall deposit the Corpus Fund component with the Flat Owners Welfare Association upon formation of such Association/Society along with other prospective purchasers of the residential units. The Developer shall retain the Maintenance Charges so collected and take care of the maintenance of the common areas/amenities of the Residential Enclave for one year from the date of occupancy certificate and on expiry of the _____ year term so stated, the maintenance will be handed over to Flat Owners Welfare Association/ society.

Garage/Covered parking No. _____ & _____ (_____ Sft) Each	Included in cost
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(i) The Total Price above includes the booking amount paid by the Allottee/s to the Promoter towards the Apartment;

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottee/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 to the promoter shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the

For ADITYA BUILDERS


PARTNER.

allottee/s provided that Stamp Duty, Registration fee, mutation charges shall be paid by the allottee/s as per actual over and above the total price.

(iii) The Promoter shall periodically intimate in writing to the Allottee/s, the amount payable as per Schedule C and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/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 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, vitrified tiles, doors, windows, fire detection and fire fighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee/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 Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee/s.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payments @ 6 % per annum for the period by which the respective instalment has been preponed, however the amount so deposited shall be utilised by the Promoter subject to its due compliance of the provisions and of discharging its obligations, otherwise stipulated under RERA. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures.

For ADITYA BUILDERS

[Signature]

1.7] The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee/s after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee/s within forty-five days with annual interest at the rate prescribed in the Rules,

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee/s shall have the right to the Apartment as mentioned below:

(ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/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 promoter shall hand over the common areas to the association of Allottee/s after duly obtaining the completion certificate from the competent authority as provided in the Act;

1.9 It is made clear by the Promoter and the Allottee/s agrees that the Apartment along with 121Sft covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/s of the Project.

For ADITYA BUILDERS

Singh V. Sharma
PARTNER.

related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee/s or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/s, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

- 1.11 The Allottee/s has paid a sum of Rs. _____ /-(Rupees _____ drawn on only)(Including GST) vide cheque No _____ Branch, as booking amount _____ Bank, _____ being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

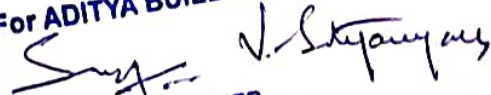
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____, payable at Hyderabad, A/C No _____ drawn on _____, IFSC Code _____.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee/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, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/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 Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

For ADITYA BUILDERS


N. Sanyal
PARTNER.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee/s against the Apartment, if any, in his/her name and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
5. **TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be.
6. **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Allottee/s has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Laws of The State Of Telangana and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the said Apartment** - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **31st December 2028**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the allotment within 90 days from that date.

The promoter shall intimate the Allottee/s about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/s who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the Allottee/s fails to take delivery within the time specified in the

For ADITYA BUILDERS

Say V. Srinivas
PARTNER.

notice, he shall be liable for payment of all ongoing including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee/s or any authority or third party on whom the promoter has no control. The Allottee/s, at the time of taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees. The promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the Allottee/s at the time of conveyance of the same.

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

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

7.5 Cancellation by Allottee/s - The Allottee/s shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act.

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

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

For ADITYA BUILDERS

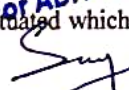
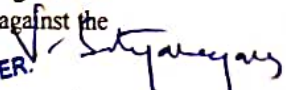
PARTNER.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

1. The Promoter hereby represents and warrants to the Allottee/s as follows:
 - (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
 - (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
 - (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee/s and the common areas to the association of Allottee/s or the competent authority, as the case may be;
 - (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of 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 Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

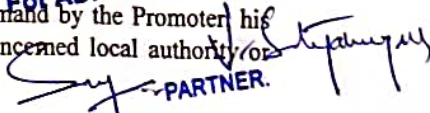
2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

- i. To maintain the Apartment at the Allottee/s own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the

FOR ADITYA BUILDERS
 **PARTNER.** 

rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.

- ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/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 the same condition, state and order in which it was delivered by the Promoter to the Allottee/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 regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- iv. Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Not to adversely affect or disturb the ambience and aesthetic value of the project in any way, including by hanging clothes on objects protruding outside from the balcony and/or window.
- viii. Not to park in any area apart from his/her designated garage space as per Schedule A of this Agreement of sale.
- ix. Pay to the Promoter within fifteen days of demand by the Promoter his share of security deposit demanded by the concerned local authority or

FOR ADITYA BUILDERS

PARTNER.

Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

- x. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s for any purposes other than for purpose for which it is sold.
- xi. The Allottee/s shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/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 towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- xii. 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 shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- xiii. Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total built-up area/units are sold off, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- (i) Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (ii) Promoter fails to provide ready to move in possession of the Apartment to the Allottee/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;
- (iii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
- (iv) In case of Default by Promoter under the conditions listed above, Allottee/s is entitled to the following:

For ADITYA BUILDERS

Singh V. Chaturvedi
PARTNER.

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee/s, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee/s. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/s shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee/s fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee/s authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee/s.

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

- 1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee/s and the cost of maintenance shall be borne by the Promoter and the Allottee/s, proportionate to the plots/apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project, shall be maintained by the Promoter.

For ADITYA BUILDERS

Sgt. N. Srinivasan
PARTNER.

phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.

2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the Allottee/s, the Promoter shall be the occupant in respect of any plot.

12. DEFECT LIABILITY:

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 6.5 (five) years by the Allottee/s from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee/s shall be entitled to receive appropriate compensation in the manner as provided under the Act.
2. Notwithstanding anything contained in the above clause the following exclusions are made
 - a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warranties to the Allottee/s or association of Allottee/s as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Allowable structural and other deformations including expansion quotient.
 - d. The terms of work like painting etc. which are subject to wear and tear.
3. The Allottee/s shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Allottee/s or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Allottee/s or the association of the Allottee/s as the case may be.

- 13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Promoter / maintenance agency /association of Allottee/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 agrees to permit the association of Allottee/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 **ADITYA NEST** (project name), 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.

For ADITYA BUILDERS

Sy. V. Chitambar
PARTNER.

lighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/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 formed by the Allottee/s for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee/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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee/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 shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/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 shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee/s and/or maintenance agency appointed by association of Allottees. The Allottee/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. BY PARTIES:
The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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

18. MORTGAGE OR CREATE A CHARGE:

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

For ADITYA BUILDERS

Sury N. Sanyal
PARTNER.

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

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

- a) with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Andhra Pradesh), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.
- b) If the promoter fails to form the Association of Allottees, the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottees to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT: Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until, firstly, the Allottee/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 and secondly, appears for registration of the same before the concerned Sub-Registrar R O **Bhadradi-Kothagudem** District as and when intimated by the Promoter. If the Allottee/s fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and all sums deposited by the Allottee/s in connection therewith including the booking amount shall be returned to the Allottee/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 / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable

For ADITYA BUEDEERS

PARTNER.

against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY: If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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 has to make any payment, in common with other Allottee/s in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] in the Project.

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

28. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in Hyderabad after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at RO Bhadradi-Kothagudem District . Hence this Agreement shall be deemed to have been executed at RO Bhadradi-Kothagudem.

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

For ADITYA BUILDERS
Singh
PARTNER.

M/s ADITYA BUILDERS,
Business at H.No 5-15-40/41, Sriram Nilayam, Cooli Line, Kothagudem, Bhadradi
Kothagudem, Telangana-507101 India.

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

30. **JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
31. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Allottee/s, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee/s under the Agreement for Sale or under the Act or the rules or the regulations made there under.
32. **GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.
34. This Agreement is made in Duplicate, Original will be with Allottee/s and Duplicate with Promoter.

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:

(1) Signature _____

Name: _____

Address: _____

Please	affix
photograph	and
sign across	the
photograph	

For ADITYA BUILDERS

Surya V. Satyanarayana
PARTNER.

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:

(1) Signature (Authorised Signatory) _____

Name: **Sri.S. VENKATA SATYA SUBRAHIMANYAM**
S/o. Sri. Radha Krishna Murthy aged about 50 years, Occ: Business,
Resident at R.No 303, Vishnu Sri Thatipally Towers, Medharabasti,
Kothagudem, Bhadradi- Kothagudem, Telangana-507101.



(2) Signature (Authorised Signatory) _____

Name: **Sri VEMULA SATYANARAYANA** S/o. Sri. V. Laxmi Narayana aged
about 47 years, Occ: Business, Resident at H.No 5-15-40/41, Sriram Nilayam, Cooli
Line, Kothagudem, Telangana-507101



WITNESSES:

1. Signature _____

Name Rashwanireddy

Address madhapur

2. Signature _____

Name chandra sekhar

Address mahabubnagar

SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE Apartment AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
SCHEDULE 'B' -	FLOOR PLAN OF THE APARTMENT AND SCHEDULE
SCHEDULE 'C' -	PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

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

For ADITYA BUILDERS

PARTNER.

SCHEDULE A

SCHEDULE OF THE PARKING REFERRED TO

The residential Apartment No. _____ with garage/covered parking nos. _____ in _____ and _____ in _____, admeasuring _____ square feet each having bounded by:

THE PARKING NO IN BOUNDED BY:

NORTH :
SOUTH :
EAST :
WEST :

THE PARKING NO IN BOUNDED BY:

NORTH :
SOUTH :
EAST :
WEST :

SCHEDULE B

SCHEDULE OF THE FLAT REFERRED TO

The residential Apartment No. _____, having Carpet Area (Including Internal Wall area) _____ S ft, Balcony Area _____ S ft, Wash Area _____ S ft, Outer wall Area _____ S ft, totaling to Plinth Area _____ S ft with Common Area _____ S ft, totally having a Saleable area (Super Built Up Area) of _____ Sq. ft, on _____-Floor in Block No. _____ (" ADITYA NEST ") with an Undivided Share Of Land admeasuring _____ Sq Yards out of 1730.00 Square Yards, along with garage/covered parking no 1 in stilt in admeasuring 181.00 square feet each, In situated at Survey No's. 128, Budidagadda, Kothagudem Mandal & municipality, DTCP, Bhadradi Kothagudem District of Telangana, having bounded by:

THE FLAT BOUNDED BY:

NORTH :

SOUTH :

EAST :

WEST :

THE COMPLEX BOUNDED BY:

North : VACANT LAND

South : VACANT LAND

For ADITYA BUILDERS

Surya *V. S. Sanyal*
PARTNER.

East : 9 MTS WIDE ROAD

West : 9 MTS WIDE ROAD

	SCHEDULE " C "	AMOUNT RS.	GST RS.	TOTAL RS
	PAYMENT TERMS			
1	Booking Advance (Within 30 days from the date of booking)	6%		
2	On Completion of Stilt Floor Slab	10%		
3	On Completion of 1st Floor Slab	10%		
4	On Completion of 2nd Floor Slab	10%		
5	On Completion of 3rd Floor Slab	9%		
6	On Completion of 5th Floor Slab	9%		
7	On Completion of Brickwork (Respective Flat)	9%		
8	On Completion of Internal Plastering (Respective Flat)	9%		
9	On Completion of External Plastering (Respective Flat)	5%		
10	On Completion of Electrical & Plumbing Lines (Respective Flat)	10%		
11	On Completion of Flooring (Respective Flat)	10%		
12	On or Before Occupation	3%		
	TOTAL	100%		
	AMOUNT PAYABLE AT THE TIME OF REGISTRATION		GST	
	Legal & Documentation Charges			
	AMOUNTS PAYABLE AT THE TIME OF HANDINGOVER			
1	Maintenance for 1 year @ Rs ___ Sft Plus GST 18%			
2	Corpus Fund @ Rs ___ / sft			
3	Outside water charges (Water Tankers) would be extra payable every month			
	OTHER TERMS AND CONDITIONS			
	GST and other taxes if any shall be levied as applicable.			

For ADITYA BUILDERS

Singh
PARTNER.

SCHEDULE. D

SPECIFICATIONS

Structure	RCC Framed Structure Designed for Wind & Seismic Forces
Super structure	Autoclaved Aerated Concrete (AAC) / Cellular Concrete Blocks / Clay Bricks of Good Quality with Cement mortar, outer walls of 9" thick and other walls of 4" thick.
Main Doors	Polished Teakwood frames and Designed Veneer Shutter with Standard Hardware Fittings.
Internal Doors	Painted Medium Teakwood Frame with laminated flush door Shutters and Standard Hardware fittings
Windows	Sliding UPVC Windows with Mosquito Mesh Shutters fitted with Glass & Standard Hardware Fittings.
Ventilators	UPVC / Aluminium for Toilets

WALL FINISHES

Internal	Cement based Wall Putty with Plastic Emulsion Paint of reputed make for Internal walls and Ceiling over the Plastered Surface.
External	Combination of Textured & Non-Textured Surfaces with Exterior Weather - Proof Acrylic Emulsion Paint on Plastered Surfaces of reputed make.

Flooring	Living ,Dining Bedrooms & Kitchen : 800 x 800 size Vitrified Tiles of Reputed Make
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Balconies, Toilets & Wash Area	Anti Skid Vitrified Tiles
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Corridor	Anti Skid Vitrified Tiles/Granite
Staircases	Granite

DADOING

Kitchen	Glazed Ceramic tile size 300 x 450 Dadoing up to 2 Feet height above platform.
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Bathrooms	Glazed Ceramic tile size 300 x 450 Dadoing up to 7 Feet height.
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Wash Area	Glazed Ceramic tile size 300 x 450 Dadoing up to 3 Feet height.
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Lift Wall Fascia	Granite / Marble / Vitrified tile
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Kitchen	Polished Granite with SS Sink, Provision for Chimney and Exhaust Fan.
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Grills	Enamel Painted MS Grills for Windows
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Railing	Enamel Painted MS/SS Railing with MS/SS Top Rail for Balconies
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Lifts For Each Block	Automatic Elevators of Johnson/Kone/Schindler Make.
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ELECTRICAL	AC Points in Bedrooms & Living Rooms Geyser Points in Toilets.
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For ADITYA BUILDERS

Sanyal
PARTNER.

	Points for Aqua Guard , Chimney, Exhaust ,Mixer and Grinder in Kitchen
	PVC Insulated Fire Retardant Wires of Standard make
	Modular Electrical Switches of Reputed make
	Lightening Protection System
TV & Telecom	Provision for Washing Machine in Wash Area
Intercom	Provision for Cable TV/DTH and Telephone in the Master Bedroom & Living Room
Internet	Intercom Connection Facility to Security from all the Flats.
PLUMBING & SANITARY	Provision for Internet Point in Living Room
	White Color Wash Basins & EWC's with Flush Tank in all Toilets
	Hot & Cold Mixer with Concealed Diverter in all Toilets
	Treated Water Supply through Over Head Water Tank (OHT)
	One Drinking Water Connection (Municipal) in Kitchen.
Fire Fighting Protection	& Fire Tanks, Automatic Sprinklers in Basements, Hose Pipe Boxes, Fire Alarms Etc. as per DGFS Norms.
Disclaimer	The above Specifications may vary in case of Authority requirements/Architect choice without altering the intent of design and with equivalent or better Quality.
Power Backup	DG Generator for all Flats & Common Areas except AC, Geysers and Mixer/Grinder Points
Chajjas	No Loft Provisions in the Flats.

FOR ADITYA BUILDERS

Singh
PARTNER.