

ANNEXURE
[See rule 38]
AGREEMENT OF SALE

This Agreement of Sale (the "**Agreement**") is entered into on this ___ day of ___ by and between:

- 1. SMT. SAKKU BAI**, W/O. LATE N. NARSING RAO, AGED ABOUT 64 YEARS, OCC: HOUSE WIFE , R/O. 5-3-112/4 & 5, BJP OFFICE ROAD, NEAR HAMUNTEMPLE, KUKATPALLY, HYDERABAD - 72, AADHAR 9723 5901 7551, PAN: ACOPN8095L
- 2. SRI. N. VIJAY RAO**, S/O. LATE N. NARSING RAO, AGED ABOUT 44 YEARS, OCC: BUSINESS, R/O. PLOT NO.120, SRINIVASA NAGAR, WATERTANK ROAD, MEDICAL SOCIETY, VIVKANANDANAGAR COLONY, KUKATPALLY AADHAR NO.7766 0277 6014, PAN ACBPN7623B.
- 3. SRI NAINENI ANAND RAO** S/O. LATE NAINENI NARSING RAO AGE ABOUT 42 YEARS OCC: BUSINESS R/O. FLAT NO.602 BLOCK-E BHAVYAS TULASIVANAM, USHA MULLAPUDI ROAD, NEAR YELLAMMA BANDA, KUKATPALLY, HYDERABAD-72. AADHAR 5887 1507 1862, PAN AAQHA4713E (HUF)
- 4. SRI. N. CHANDRAKANTH RAO**, S/O. LATE N. NARSING RAO, AGED ABOUT 41 YEARS, OCC: BUSINESS, R/O. PLOT NO.22, BAGH AMEER, OPPT. MADHAVARAM HEIGHTS, KUKATPALLY, HYDERABAD. AADHAR 4737 7731 2170, PAN AAEHC2263B.
- 5. SMT. K. ANURADHA**, D/O. LATE N. NARSING RAO, AGED ABOUT 39 YEARS, OCC: HOUSE WIFE, R/O. 5-5-7/10B3, PADMARAO NAGAR, KUKATPALLY HYDERABAD. AADHAR NO. 4368 0025 7362, PAN BJFPK4956C.
- 6. SRI DHARMA RAO NAINENI** S/O. NAINENI RAMA RAO AGE ABOUT 55 YEARS OCC : BUSINESS R/O. 5-3-319, VENKATRAO NAGAR, NEAR BRILLIANT GRAMMER SCHOOL, KUKATPALLY, HYDERABAD - 500072, AADHAR :4028 0009 4928, PAN AAUPN7556J
- 7. SRI NAYENENI LAKSHMIKANTH** S/O DHARMA RAO NAYENENI AGE 31 YEARS OCC: BUSINESS R/O. 5-3-319 VENKATRAO NAGAR, NEAR BRILLIANT GRAMMER SCHOOL KUKATPALLY, HYDERABAD PAN : AGJPN2923Q, AADHAR 9094 5881 6994.
- 8. SMT. N. DIVYASREE**, D/O. SRI. N. DHARMA RAO, AGED ABOUT 27 YEARS, OCC: BUSINESS , R/O. R/O. 5-3-319, VENKATRAO NAGAR, NEAR BRILLIANT GRAMMER SCHOOL, KUKATPALLY, HYDERABAD - 500072

For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

AADHAR :4028 0009 4928 AADIAR NO.4253 9227 8417, PAN :
BSDPN1420P.

- 9. SRI NAINENI SRINIVAS RAO** HUF S/O N.RAMA RAO AGE ABOUT 49 YEARS
OCC: BUSINESS R/O.5-4-40, KUKATPALLY, NEAR HANUMAN TEMPLE
NEAR BJP OFFICE LINE, HYDERABAD AADHAR : 8883 4555 6298 PAN
AAFHN0274A
- 10. SRI. N. ROHITRAO**, S/O. SRI. N. SRINIVAS RAO, AGED ABOUT 28
YEARS, OCC: BUSINESS, R/O. 5-4-40, KUKATPALLY, NEAR HANUMAN
TEMPLE NEAR BJP OFFICE LINE, HYDERABAD. AADHAR 4171 4069
0849
- 11. SMT. N. LAHARI**, D/O. SRI. N. SRINIVAS RAO, AGED ABOUT 23 YEARS,
OCC: HOUSE WIFE, R/O. 5-4-40, KUKATPALLY, NEAR HANUMAN
TEMPLE NEAR BJP OFFICE LINE, HYDERABAD AADHAR NO. 8086
5807 2860.
- 12. SRI NAINENI SURYA RAO** S/O LATE N.NARAYANA RAO AGE ABOUT 65
YEARS OCC: BUSINESS HNO.3-6-40/8, PLOT NO.198, VIVEKANANDA
NAGAR COLONY, NEAR VENKATESWARA SWAMY TEMPLE KUKATPALLY,
HYDERABAD 72, AADHAR 8452 0266 6298 PAN : AAGPN9748Q
- 13. SRI. N. NAGARAJU**, S/O. SRI. N. SURYA RAO, AGED ABOUT 40 YEARS,
OCC: BUSINES , R/O.PLOT NO.405, VIVEKANANDANAGAR COLONY,
KUKATPALLY, HYDERABAD AADHAR 7647 9736 4446 PAN :
ADXP9804D
- 14. SRI NAINENI TULASI RAO HUF** S/O. LATE NAINENI NARAYANA RAO
AGE ABOUT 53 YEARS OCC: BUSINESS R/O. 3-5-54/5, PLOT
NO.716, VIVEKANANDA NAGAR COLONY NEAR SUMANA HOSPITAL,
KUKATPALLY, HYDERABAD, AADHAR 3074 9334 6315 PAN :
AADHN5384D
- 15. SRI. N. AVINASH RAO**, S/O. SRI. N. TULASI RAO, AGED ABOUT 28
YEARS, OCC: BUSINESS, R/O. 3-5-64/5, PLOT NO.716, VIVEKANANDA
NAGAR COLONY NEAR SUMANA HOSPITAL, KUKATPALLY,
HYDERABAD, AADHAR 9803 9522 9895 PAN : AYJPN4306P
- 16. SMT. N. AMULYA**, D/O. SRI. N. TULASI RAO, AGED ABOUT 22 YEARS,
OCC: HOUSE WIFE, . R/O. 3-5-64/5, PLOT NO.716, VIVEKANANDA
NAGAR COLONY NEAR SUMANA HOSPITAL, KUKATPALLY, HYDERABAD,
AADHAR NO. 4161 9743 4733 PAN : BZPN26949
- 17. SMT. RAJANNAGARI VENKATAMMA**, D/O. LATE SRI. N. NARAYANA
RAO, AGED ABOUT 67 YEARS, OCC: HOUSE WIFE , R/O. 1-160,
WARD NO.1, NEAR POST OFFICE, CHINNAGOTTIMUKLA, MEDAK.
AADHAR 6466 3870 9736.

18. **SRI NAINENI KRISHNA RAO** S/O TULASI RAO NAINENI AGE ABOUT 88 YEARS OCC: BUSINESS R/O 5-3-414, PLOT NO.1, SESHADRI NAGAR, NEAR NARAYANA JR COLLAGE, KUKATPALLY, HYDERABAD. AADHAR 5722 5567 2359 PAN : AZVPN3767F
19. **SRI N.VENKAT RAO** W/O NINENI KRISHNA RAO ALIAS KISHTAIAH AGE ABOUT 60 YEARS OCC: BUSINESS R/O 5-4-49/1, KUKATPALLY VILLAGE, NEAR HANUMAN TEMPLE KUKATPALLY, MEDCHAL MALKAJGIRI DIST - 72 , AADHAR NO. 5810 4301 2341 PAN PAN ACVPN0023B
20. **SMT. RADHIKA**, D/O. SRI. N. VENKAT RAO, AGED ABOUT 37 YEARS, OCC: HOUSE WIFE, R/O. 1-66/MB/87, MEENAKSHI BAMBOOS, NEAR DELLOTE GACHIBOWLI, HYDERABAD PAN AIOPG2593E. AADHAR: 7953 1355 9289
21. **SMT. CHANDRIKA**, D/O. SRI. N. VENKAT RAO, AGED ABOUT 34 YEARS, OCC: BUSINESS, R/O.R/O 5-4-49/1, KUKATPALLY VILLAGE, NEAR HANUMANTEMPLE KUKATPALLY, MEDCHAL MALKAJGIRI DIST - 72 PAN AQCPN7045E
22. **SRI N.VENKATA RAMANA** W/O N.KONDAL RAO AGE ABOUT 52 YEARS OCC: HOUSE WIFE R/O.5-3-414 PLOT NO.1, SHESHADRI NAGAR, NEAR NARAYANA JR COLLAGE, KUKATPALLY, HDYERABAD - 72 PAN - AVTPN0634K, AADHAR -6177 7497 6815.
23. **SRI NAINENI KISHORE HUF** S/O. NAINENI KONDAL RAO AGE 35 YEARS OCC: BUSINESS R/O.5-3-414, PLOT NO. 1 SESHADRI NAGAR, NEAR NARAYANA JR COLLEGE, KUKATPALLY, HYDERABAD - 72 AADHAR 3156 2260 0721 PAN : AALHK2237A
24. **SRI NAINENI PAVAN KUMAR** S/O KONAL RAO NAINENI AGE ABOUT 33 YEARS, OCC: BUSINESS R/O . 5-3-414, PLOT NO.1, SESHADRI NAGAR, NEAR NARAYANA JR COLLAGE, KUKATPALLY, HYDERABAD - 72 PAN: ARHPN9661J AADHAR: 5594 6446 4147
25. **SMT KALPANADEVII MAKKAPATI** D/O NAINENI KONDAL RAO AGE AMOUT 38 YEARS OCC: HOUSE WIFE R/O.5-1-73/1, KUKATPALLY, OCC ZP HIGH SCHOOL KUKATPALLY, TIRUMALAGIRI, KUKATPALLY, HYDERABAD - 72. PAN : AVUPM9803E AADHAR : 5789 6302 5349
26. **SMT. M. ANDALU**, W/o. SRI. M. RANGA RAO, D/o. SRI. N. KISHTAIAH AGED ABOUT 61 YEARS, OCC: HOSUEWIFE, R/o. 5-1-73/1, OPP: Z P HIGH SCHOOL, KUKATPALLY., AADHAAR:378722009826, PAN:AWNPM7235Q.

27. **SMT. KRISHNAVENI**, D/O. SRI. N. KISHTAIAH, AGED ABOUT 62 YEARS, OCC: HOUSEWIFE, R/O. 3-257/1, PLOT NO.56, VENKATRAO NAGAR, KUKATPALLY, HYDERABAD., AADHAAR:886596955276, PAN:AYBPA3177F.
28. **SMT. A. TULASAMMA** W/o LATE A. HIMAGIRI RAO, AGED ABOUT 53 YEARS OCC: HOUSEWIFE, R/o PLOT NO.831, VIVEKANANDA NAGAR COLONY, KUKATPALLY, HYDERABAD., AADHAAR:709608231838.
29. **SMT. RAJANNA GARI CHANDRAKALA** D/O LATE SRI N. RAMULU W/O R. RAMCHANDRA RAO AGE ABOUT 65 YEARS OCC: HOUSE WIFE R/O. 1-163, VADLA WADA, CHINNAGOTTIMUKLA, CHINNAGOTTIMUKKALA MEDAK, CHINNAGATTIMUKLA. AADHAR NO.2886 7795 8480 PAN CIUPR91
30. **SRI LAXMAYAGARI RAMA DEVI** D/O NAINENI RAMA RAO AGE ABOUT 59 YEARS OCC: House wife R/o.PLOT NO. 43 MAGHADEV PURAM GAJULARAMARAM, NEAR SAI BABA TEMPLE. QUTHUBULLAPUR K.V.RANGAREDD, KUKATPALLY, HYDERABAD PAN AOFPL3517A AADHAR 6231 8287 9644
31. **SRI. PATLOLLA RAMESH**, S/o. Sri. P. Anjaneyulu, Aged about 35 years, Occ: Private Employee, R/o. 1-42, Girmapur Village, Kondapur Mandal, Medak District.
Aadhar No. 9331 4886 3060.
32. **SMT. DANDE PRABHAVATHI**, W/o. Sri. D. Srinivas Rao, Aged about 40 years, Occ: Housewife, R/o. 3-1-1, Baghameer, Kukatpally, Hyderabad.
Aadhar.2135 3615 3940.
33. **SMT. D. SHAIJALA**, W/o. Sri. D. Srihari, Aged about 33 years, Occ: Housewife, R/o. 3-1-1, Baghameer, Kukatpally, Hyderabad.
34. **SRI. DANDE SRINIVAS RAO**, S/o. Sri. D. Hanumath Rao, Aged about 45 years, Occ: Advocate/Business, R/o. 3-1-1, Baghameer, Kukatpally, Hyderabad.
Aadhar No.5114 2884 2605.
35. **SMT. PRASUNA KISTAMMAGARI**, W/o. Sri. Maldoddi Laxmikanth, Aged about 37 years, Occ: Housewife, 36821 Blanchard Blvd, Apt. 202, Farmington, Michigan, 48335.
36. **SRI. G. VENKATESHWARA RAO**, S/o. Sri. G. Ramulu, Aged about 48 years, Occ: Business, R/o. H.No. 5-2-26/1, Bhagyalakshmi Apartments, Kukatpally, Hyderabad. PAN : AIFPG8309R, Aadhar 2051 5491 5269.

37. **SRI. EDDULA SUNIL KUMAR REDDY**, S/o. Sri. E. Venkatarami Reddy, Aged about 52 years, Occ: Business, R/o. H.No. 1-21-33-3/2, Saimarvel, Flat No. 302, Hydernagar, Hyderabad. PAN : AACPE1193J, Aadhar 8233 5410 9607
38. **SRI. MANNEY NARAYANA BALARAM**, S/o. SRI. MANNEY NARAYANA, Aged about 80 years, Occ: Business, R/o. 5-3-27, Ramalayam Street, Near Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN: ATDPB3786E) (Aadhaar No: 7161 9417 0133)
39. **SRI. MANNEY BALARAM GIRIDHAR**, S/o. SRI. MANNEY NARAYANA BALARAM, Aged about 59 Years, Occ: Business, R/o. 5-3-27/101, Ramalayam Street, Near Ramalayam Temple, Kukatpally, Hyderabad - 500072. (PAN : CFMPM411G) (Aadhaar No: 3164 6777 8992)
40. **SRI. MANNEY GIRIDHAR KARTHIK** S/o. SRI. MANNEY BALARAM GIRIDHAR, Aged about 33 years, Occ: Business, R/o. 5-3-27/101, Ramalayam Street, Near Ramalayam Temple, Kukatpally, Hyderabad - 500072. (PAN: BNEPG7249H) (Aadhaar No: 9653 0372 4654)
41. **SRI. MANNEY GIRIDHAR KAUSHIK**, S/o. SRI. MANNEY BALARAM GIRIDHAR, Aged about 31 years , Occ: Business, R/o. 5-3-27/101 Ramalayam Street, Near Ramalayam Temple, Kukatpally, Hyderabad - 500072. (PAN : BETPM4444Q) (Aadhaar No: 4734 9305 2840)
42. **SRI. MANNEY SRIDHAR**, S/o. SRI. MANNEY NARAYANA BALARAM, Aged about 58 years, Occ: Business, R/o. 5-3-27,28 Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN : DEZPM7701G) (Aadhaar No: 2171 0378 9967)
43. **SRI. MANNEY SHARATH CHANDRA**, S/o. SRI. MANNEY SRIDHAR, Aged about 28 years, Occ: Business, R/o. R/o.2000 Rue Saint-Marc, Montréal, QC H3H 2N9, Canada , (PAN : CFPPM2804E) (Aadhaar No: 2007 7541 9423)
44. **SRI. MANNEY RAVI CHANDRA**, S/o. SRI. MANNEY SRIDHAR, Aged about 24 years, Occ: Business, R/o. 5-3-27,28, Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN : CUUPM2243R) (Aadhaar No: 8877 2771 4974)
45. **SRI. MANNEY BALARAM MURALIDHAR**, S/o.SRI. MANNEY NARAYANA BALARAM, Aged about 56 years, Occ: Business, R/o 5-3-27, Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN : BKZPM3670E) (Aadhaar No: 4676 4129 5383)
46. **KUM. MANNEY NIHARIKA**, D/o. SRI. MANNEY BALARAM MURALIDHAR,

Aged about 23 years, Occ: Student R/o. 5-3-27, Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN: EEOPM9821P) (Aadhaar No: 9649 0604 4824)

47. **SRI MANNEY YESHWANTH**, S/o. SRI. MANNEY BALARAM MURALIDHAR, Aged about 20 years, Occ: Student, R/o. 5-3-27, Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN: ERQPM2777H) (Aadhaar No: 2187 4236 1151)
48. **SRI. MANNEY BALARAM HARIDHAR**, S/o. SRI. MANNEY NARAYANA BALARAM, Aged about 54 years, Occ: Business, R/o. 5-3-27 Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (PAN: ALNPM9256G) (Aadhaar No: 8617 5522 4953)
49. **SRI. MANNEY PREETHAM, (Minor)** S/o. SRI. MANNEY BALARAM HARIDHAR, Aged about 15 years, Occ: Student, Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (Aadhaar No: 4274 0773 4454), represented by his Natural Guardian his Father: SRI. MANNEY BALARAM HARIDHAR, S/o. SRI. MANNEY NARAYANA BALARAM.
50. **SRI. MANNEY VAIBHAV, (Minor)** S/o SRI. MANNEY **BALARAM** HARIDHAR, Aged about 11 years, Occ: Student, Ramalayam Street, Ramalayam Temple, Kukatpally, Hyderabad -500072. (Aadhaar No: 7968 9372 8403), represented by his Natural Guardian his Father: SRI. MANNEY BALARAM HARIDHAR, S/o. SRI. MANNEY NARAYANA BALARAM.
51. **Sri G. VENKATESHWAR RAO** S/o. Sri. G. RAMULU, aged about 42 years, Occupation : Business, R/o. 5-2-26/1, Flat No.G1, Ground Floor, Rajyalaxmi Nivas, Kukpally, Hyderabad.
52. **Sri. E. SUNIL KUMAR REDDY** S/o. Sri. VENKAT RAM REDDY, aged about 48 years, Occupation : Business, R/o. House No.1-21-33/3/2, Saimarvell Apartments, Ram Nareshnagar, Hydernagar, Hyderabad.
53. **K.LAKSHMAMMA**, W/o.SRI NAGENDRAM, aged about 73 years, Occupation : House Wife, R/o.H.No.4-35-483, Madhavaram nagar , Kukatpally, Hyd-500072.
54. **Smt KAMMARI KRISHNAVENI**, W/o. Sri BUCHAIAH, aged 68 years, Occupation House wife, R/o.Chindippa Village, Shankarpally mandal, R.R.Dist.
55. **Sri KAMMARI VENUGOPALA CHARY**, S/o. Sri K.NAGENDRAM, Aged 42 years, Occupation : Private Employee, R/o.H.No.4-35-483, Madhavaram nagar , Kukatpally, Hyd-500072.
56. **Smt SHAIK KAUSER JAN**, W/o. Sri SHAIK ABDUL SALAM, aged 72 years,

Occuaction : Business, R/o. Plot No.7, Phase-4, Saraswathi Nagar Colony, Lothukunta, Secunderabad-500015.

57. **Sri KORRIPILLI VENKAT RAO**, S/o. Sri PATTABHI, aged 55 years, Occupation : Business, R/o. LIG-25, Dharma Reddy Colony Phase-1, KPHB Colony, Kukatpally, Hyd-72, Permanant Address : Mupathipadu Village, Ganapavaram mandal, West Godavari Dist.
58. **Sri TUMMALA VENKATA RATNAM**, S/o. Late SUBBARAMAIAH, aged 57 years, Occupation : Private Employee, R/o. H.No.9*8*28/1A, Maruthi Nagar, Champapet, Saidabad, Hyderabad.
59. **Sri GENIKALA KISHORE**, S/o. Late SAMBASIVA RAO, aged 48 yearas, OCCUPATION : Software Engineer, R/o. Flat No.103, Sai Datta enclave, Madhava Nagar, iyapur, R.R.Dist.
60. **Smt K.SASIKALA** W/o. Late KAMMARI SASHIDHARUDU, aged 78 years, Occupation House Wife, R/o.H.No.5-4-66, Kukatpally, Hyderabad-72
61. **Sri S.SHIVA PRASAD**, S/o. Late KAMMARI SASHIDHARUDU, aged 63 years, Occupation Business, R/o.H.No.5-4-66, Kukatpally, Hyd-72
62. **Sri S.RAVIKUMAR**, S/o. Late KAMMARI SASHIDHARUDU, aged 58 years, Occupation Business, R/o.H.No.5-4-66, Kukatpally, Hyd-72
63. **Sri S.BABU RAO**, S/o. Late KAMMARI SASHIDHARUDU, aged 52 years, Occupation Business, R/o.H.No.5-4-66, Kukatpally, Hyd-72
64. **Sri. G. VENGAL RAO**, S/o. Sri. G. DHARMA RAO, aged about 60 years, Occupation: Business, R/o.1-50 BJP Office Road Kukatpally Village, Kukatpally Hyderabad-500072, Aadhaar:7098 9071 4766, PAN: AEHPG0792E.
65. **Sri. G. JANARDHAN RAO**, S/o. Sri. G. DHARMA RAO, aged about 55 years, Occupation: Business, R/o. 5-1-50/2 BJP Office Road Near ZPP High School Kukatpally Hyderabad-72, Aadhaar: 3020 6193 1821, PAN:AEHPG0793F.
66. **Smt. G. SAVITHRI**, W/o. Sri. G. DHARMA Rao, aged about 80 years, Occupation: Business, R/o. 5-1-50/2 BJP Office Road Tandra Paparayudu Circle Kukatpally Hyderabad-72, Aadhaar:8993 9230 1251.
67. **Smt. G. RAJYALAKSHMI**, W/o. Sri. G. JANARDHAN RAO, aged about 50 years, Occupation: Business, R/o. 2-22-46/3 Plot No.141 Eenadu Colony Vivekananda Nagar Colony Kukatpally Hyderabad-72, Aadhaar:5449 8048 6284, PAN:ANVPK0466E.

68. **Sri. G. RAJA RAO**, S/o. Sri. G. JANARDHAN RAO, aged about 30 years, Occupation: Business, R/o. 5-1-50/2 BJP Office Road Near ZPP High School Kukatpally Hyderabad-72, Aadhaar:3101 8979 0553, PAN:DYMPR2272A.
69. **Sri. G. DHARMA RAO**, S/o. Sri. Late. RANGAIAH, aged about 85 years, Occupation: Business, R/o. 5-1-50/2 BJP Office Road Tandra Paparayudu Circle Kukatpally Hyderabad-72, Aadhaar:6910 7594 0011, PAN: AJDPG3437D.
70. **Smt. G. NEELAMMA**, W/o. Sri. G. VENGAL RAO, aged about 55 years, Occupation: Housewife, R/o. 1-50 BJP Office Road Kukatpally Village Kukatpally Hyderabad-72, Aadhaar:8262 6926 0514, PAN:AJDPG3446N.
71. **Sri. G. VISHWATEJESHWAR RAO**, S/o. Sri. G. VENGAL RAO, aged about 36 years, Occupation: Business, R/o. 2-22-46/4 Plot No.431 Eenadu Colony Vivekananda Nagar Colony Kukatpally Hyderabad-72, Aadhaar:5571 5053 9984, PAN:BNSPG1760K.
72. **Smt. SHIVAIAHGARI UMA RANI**, D/o. G. DHARMA RAO, W/o. S. NARSING RAO, aged about 53 year Occupation: House Wife R/o Plot No.47 Seshadri Nagar Beside Seshadri Nagar Community Hall Kukatpally Hyderabad-72. Aadhaar:4345 5039 7277, PAN:GSKPS0870N.
73. **Miss. G. KEERTHANA**, D/o. G. JANARDHANA RAO, aged about 28 year Occupation: Service, R/o.5-1-50/2 BJP Office Road, Near ZPP High School Kukatpally, Hyderabad-72, Aadhaar:9488 6693 9961.
74. **Miss. G. HARATHI**, D/o. G. VENGAL RAO, aged about 31 years, Occupation: Service R/o.1-50 BJP Office Road Kukatpally Village Kukatpally Hyderabad-72, Aadhaar:8885 1449 8545.
75. **Miss. G. HARATHI**, D/o. G. VENGAL RAO, aged about 31 years, Occupation: Service R/o.1-50 BJP Office Road Kukatpally Village Kukatpally Hyderabad-72, Aadhaar:8885 1449 8545.

All are represented by their Development Agreement cum GPA Holder **M/s. Bhavya Constructions Pvt Ltd.** a company incorporated under the Companies Act 1956 having its Registered office at Plot No.1099/A, Road No.41, Jubilee Hills, Hyderabad - 500033. represented by its Managing Director Sri.Aditya Venigalla S./o V.Ananda Prasad aged about 32 years Occ: Business, Residing at Plot No.1099/A, Road no.41, Jubilee Hills, Hyderabad. 930/2020 dated, 27.01.2020,

931/2020 Dt.27.01.2020, 932/2020, dated 27.01.2020, 933/2020, dated 27.01.2020, 934/2020, dated 27.01.2020, 935/2020, dated 27.01.2020, 3442/2020, dated 15.05.2020, 9620/2017, dated 29.11.2017, 4830/2020 dated 07.03.2020, 4913/2022, dated 06.06.2022 and 8371/2022, dated 13.10.2022 all are Registered at SRO KUKATPALLY and ASGPA Document No 7643/2014 Dt.24.02.2014 Registered at S.R.O. RANGA REDDY.

HEREINAFTER CALLED "**LAND OWNERS**" / **FIRST PARTY** (which term shall mean and include their heirs, successors, legal representatives, executors, administrators, successors-in-interest and assignees etc.,) OF THE **FIRST PARTY**

AND

M/s. BHAVYA CONSTRUCTIONS PVT. LTD., (PAN: AAACB8482C,) a company incorporated under the Companies Act 1956, having its Registered Office at Plot No.1099/A, Road No.41, Jubilee Hills, Hyderabad., represented by its Managing Director **Sri. ADITYA VENIGALLA**, S/o. Sri. V. ANANDA PRASAD, aged about 33 years, Occupation: Business, Resident of Plot No.1099/A, Road No.41, Jubilee Hills, Hyderabad. (Aadhaar:3370-0541-4346, Phone No.9949999599).

Herein after referred to as the "**DEVELOPER / SECOND PARTY**" which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include its successor(s), agents, nominees and/or assigns) as party of the **SECOND PARTY**.

INFAVOUR OF

SRI. _____, **S/O**, aged about _____ years, Occupation: BUSINESS, residing at _____, **Aadhar No.**_____, **PAN No.**_____.

(hereinafter called the "**Allottee/Vendee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) as part of the **THIRD PARTY**.

The Land Owner(s), Developer/Promoter and the Allottee/Vendee(s) shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

Land owned by the Owner/promotor:

- A. The Owner(s) is/are the absolute owner(s) and possessors of the Open land admeasuring **79326.75 Sq. Yds or 66327.27 Sq. Mtrs**, in Survey Nos.

For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

282,283,284,285,287,288,289,290,291(Part),292,293,294,295(Part),296 (Part),297 (Part),299,300 (Part),315 (Part),316 (Part),317 & 318 (the "Said Land"), which is more particularly described in the Schedule A of the Agreement, **SITUATED AT KUKATPALLY VILLAGE, KUKATPALLY MANDAL, MEDCHAL - MALKAJGIRI DISTRICT, TELANGANA STATE**, and thereafter, executed Development Agreements Cum General Power of Attorney bearing Document Nos. 930/2020 dated, 27.01.2020, 931/2020 Dt.27.01.2020, 932/2020, dated 27.01.2020, 933/2020, dated 27.01.2020, 934/2020, dated 27.01.2020, 935/2020, dated 27.01.2020, 3442/2020, dated 15.05.2020, 9620/2017, dated 29.11.2017, 4830/2020 dated 07.03.2020, 4913/2022, dated 06.06.2022 and 8371/2022, dated 13.10.2022 all are Registered at S.R.O.KUKATPALLY and ASGPA Document No 7643/2014 Dt.24.02.2014 Registered at S.R.O.RANGA REDDY.

B. The developer/Promoter applied for and obtained construction permission from the **Greater Hyderabad Municipal Corporation vide Proceeding No. 005887/GHMC/2950/KPL1/2022- BP, Dt.08.09.2022 and permitted the construction of 3 Cellars, 1 Stilt + 33 Upper Floors for Block's - A,B,C,D,E,F,G,H,I,K,L and 3 Cellars, 1 Stilt + 11 Upper Floors for Block J.**

C. The Developer/Promoter commenced the construction of a Residential Complex on the Said Land with its own funds and the project is named **"BHAVYA'S TULASIVANAM AVANI"** (the **Project**).

Carpet Area(sft)	Balcony (sft)	Walls (sft)	Common Area (sft)	Saleable Area (sft)
A	B	C	D	E=A+B+C+D

(i) Carpet Area: _____ square feet, excluding verandahs, balconies, wall areas and terrace area.

(ii) Total Saleable Area: _____ **sq. feet ("Saleable Area")**

(iii) Type: RESIDENTIAL

(iv) Floor: _____

And includes the following:

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- (i) Proportionate undivided share of land admeasuring ____ square yards out of the Said Land;
 - (ii) One car parking slot No. ____ in ____ **Cellar area** admeasuring ____ **(square feet each)** in the ____ Cellar area which shall be confirmed by the Promoter at the time of registration of the sale deed, as permissible under the applicable law; and
 - (iii) Pro rata share in the common areas in the Project as defined under clause (n) of Section 2 of the Act ("**Common Areas**") more particularly described in **Schedule B** and the floor plan of the Apartment is annexed hereto and marked as **Schedule C**.
- D. The Developer/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.
 - E. The Developer/Promoter agrees and undertakes that it shall not make any changes to these approved plans except permissible deviations for the Project except in strict compliance with section 14 of the Act and other laws as applicable.
 - F. The Developer/Promoter shall register the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority as soon as the said authority is constituted and the Promoter shall notify the Allottee of the registration number for the Project once it is obtained from the Authority.
 - 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 hereby agrees to purchase the 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:

Definitions:

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

requires: (a) **"Act"** means the Real Estate (Regulation and Development)

Act, 2016 (16 of 2016); (b) **"Appropriate Government"** means the

Government of Telangana;

(c) **"Rules"** means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;

(d) **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act, 2016; and

(e) **"Section"** means a section of the Act.

(f) Terms used in this Agreement, unless otherwise defined in this Agreement, shall have the meaning ascribed to them under the Act and the Rules, as the case may be.

1. CONSIDERATION FOR THE SALE:

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

1.2. Total Price for the Apartment:

1.2.1. The total consideration for the Apartment based on the Saleable Area is _____ (**"Total Price"**): including **One Car** parking & Infrastructure charges like electricity, water sewage etc, above price excludes registration charges, stamp duty tax such as GST (OR) any applicable taxes as per Law etc.

Particulars	Amount (in Rupees)	Goods and Service Tax (in Rupees)	Total Price (in Rupees)
Cost of the Apartment			
Corpus Fund (Payable at the time of			

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registration)			
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1.3. Terms and Conditions with respect to the Total Price:

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

1.3.2 The Total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottees or the competent authority, as the case may be, after obtaining the occupancy certificate.

Provided that, in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change / modification.

Provided further that, if there is any increase in the taxes after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee if the Allottee is not in default of its obligations under the Agreement, provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Allottee as per actuals over and above the Total Price.

1.3.3 The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated towards the Total Price and taxes as stated above and the Allottee shall make the payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

1.3.4 The Total Price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the Common Areas, maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement

within the Apartment and the Project.

1.4 No Escalation of Total Price:

- 1.4.1 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.
- 1.4.2 The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges 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.

2. TERMS AND CONDITIONS WITH RESPECT TO PAYMENT:

- 2.1 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule D ("Payment Plan")**.
- 2.2 Subject to the terms of the Agreement and the Developer/Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule D) through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **"BHAVYA CONSTRUCTIONS PRIVATE LIMITED"** payable at Hyderabad.
- 2.3 The Allottee authorizes the Developer/Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 2.4 The Developer/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 9% per annum for the period by which the respective

installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 2.5 The Allottee has paid a sum of _____ **as advance by way online transfer** as Booking Amount being part payment towards the Total Price of the Apartment at the time of application ("**Booking Amount**"), the receipt of which the Promoter hereby acknowledges, and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule D) as may be demanded by the Promoter within the time and in the manner specified therein:

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

2.6 Corpus Fund

- 2.1.1 The Developer/Promoter shall transfer the "Corpus Fund" collected by the Promoter from the Allottee, to the Association of Allottees within a period of three months after the date falling two years following the handing over of the Apartment to the Allottee. The Corpus Fund shall be invested in the most beneficial interest earning deposit in any public sector financial institution.
- 2.1.2 The Parties agree that the initial Corpus Fund amount of Rs.30/- per sqft (Rupees Thirty Only) being collected by the Promoter is subject to such modification and/or revision by the Promoter until the handover of the Project to the Association of Allottees. Any such revision or modification shall be made by the Promoter based on the financial requirements of the Project in relation to the Common Areas and expenses that partake of a common character for all the Owner and residents. Any such revision or modification in the Corpus Fund amount shall be notified by the Promoter to the Allottee (s) and the Allottee(s) shall deposit and pay the balance Corpus Fund amount within a period of **30 days** after the receipt of any such notice from the Promoter.

3 GENERAL TERMS AND CONDITIONS OF THE SALE

3.1 Changes/alteration in Sanctioned Plans as per the Schedule C:

- 3.1.1 It is agreed that the Developer/Promoter shall make any additions and alterations in the sanctioned plans, layout plans. It is agreed that the Developer/Promoter shall not make any additions and alterations in specifications of the Project and the nature of fixtures, fittings and amenities described herein at **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, as the case may be, without the

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previous written consent of the Allottee as per the provisions of the Act.

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

- 3.1.2 The Developer/Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any FIRST PARTY mentioned in **Schedule E** to this Agreement, unless it results in structural defect.
- 3.1.3 The Association of Allottees 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 Promoter, for which the Promoter shall not be liable after handing over.

3.2 Saleable Area:

- 3.2.1 The Developer/Promoter shall confirm to the final Carpet Area and Saleable Area that has been allotted to the Allottee after the construction of the Apartment is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area or the Saleable Area.
- 3.2.2 The total price payable for the Carpet Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area or the Saleable Area, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area or the Saleable Area, which is not more than three percent of the Carpet Area of the Apartment, allotted to Allottee, the Promoter may demand the excess amount from the Allottee as per the next milestone of the Payment Plan as provided in Schedule E. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.3 of this Agreement.

3.3 Rights of Allottee to the Apartment:

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other

occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the occupancy certificate from the competent authority as provided in the Act or after the completion of Project, whichever is later, provided that the Promoter shall endeavour to hand over the Common Areas to the Association of Allottees at the earliest possible after obtaining the occupancy certificate;

(iii) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.

- 3.4 It is made clear by the Developer/Promoter and the Allottee agrees that the Apartment along with the car parking (as set out in the preamble of this Agreement) shall be treated as a single indivisible unit for all purposes.
- 3.5 It is agreed that the Project is an independent, self-contained Project covering the Said Land. It is clarified that Project's facilities and amenities shall be available for use and enjoyment of the occupants and allottees of the Project and the Allottee shall not object to the same.
- 3.6 The Developer/Promoter agrees to pay all outgoings before transferring the physical possession of the Project to the allottees, which it has collected from the allottees, for the payment of outgoings (including land cost [either directly or by way of share in the Project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 3.7 **Corpus Fund:** The Developer/Promoter shall transfer the "Corpus Fund" collected by the Promoter from the Allottee, to the Association of Allottees within a period of three months after the date falling two years following the handing over of the Apartment to the Allottee, along with interest calculated at the average rate applicable for fixed deposits at State Bank of India.

4 COMPLIANCES OF LAWS RELATING TO REMITTANCES:

- 4.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement.
- 4.2 Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law.
- 4.3 The Allottee understands and agrees that in the event of any failure on 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.
- 4.4 The Developer/Promoter accepts no responsibility in regard to matters specified in Clauses 4.1 to 4.3 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any THIRD PARTY making payment/remittances on behalf of any Allottee and such THIRD PART shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

5 TIME IS OF ESSENCE:

The Developer/Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be. The handing over of the Common Areas of the Apartment shall be undertaken at the time of the registration of sale deed and the handing over of the common areas, amenities and infrastructure shall be undertaken in favour the Association of Allottees after the

completion of Assured Amenities in consultation with the Association of Allottees.

6 CONSTRUCTION OF THE PROJECT AND APARTMENT:

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

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

6.3 Subject to the terms in this Agreement, the Developer/Promoter undertakes to strictly abide by such plans approved by the competent authority and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State of Telangana and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 The Developer/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the Common Areas to the Allottees or the competent authority, as the case may be, is the essence of the Agreement.

7.2 Date of Handover:

7.2.1 The Developer/Promoter assures to hand over possession of the Apartment along with ready and complete Common Areas with all specifications and facilities of the Project in place on or before **March 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**").

7.2.2 If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.

7.2.3 The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the

Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.3 Procedure for Taking Possession of the Apartment by Allottee –

7.3.1 The Developer/Promoter (i) upon applying for and upon the completion of the period prescribed for issuing the occupancy certificate under applicable building laws; or (ii) after obtaining the Occupancy Certificate from the competent authority, shall offer in writing the possession of the Apartment, to the Allottee, who has paid all the amounts in terms of this Agreement, to be taken within two months from the date mentioned in Clause 7.2.1 above.

7.3.2 If the Allottee fails to take delivery within the time specified in the notice referred to in Clause 7.3.1 above, he shall be liable for payment of all ongoings including maintenance charges, water and electricity charges, Corpus Fund etc. from the date of notice. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer/Promoter within 3 months from the date of issue of Occupancy Certificate.

7.3.3 The Developer/Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer/Promoter. However, the Developer/Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or FIRST PART on whom the Promoter has no control.

7.3.4 The Allottee, after taking possession or in accordance with Clause 7.3.2, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees.

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

7.4 Failure of Allottee to take Possession of Apartment –

7.4.1 Upon receiving a written intimation from the Developer/Promoter as per Clause 7.3, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee.

7.4.2 In case the Allottee fails to take possession within the time provided in Clause 7.3.1, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.3.2.

7.5 Handover of documents-

After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer/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 Occupancy Certificate.

7.6 Cancellation by Allottee -

7.6.1 The Allottee shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the 10% of Total Price paid for the allotment.

7.6.2 The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within three months of such cancellation or at the time that the Promoter is able to resell the said Apartment to another purchaser, whichever is later.

7.7 Compensation-

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

7.7.2 Except for occurrence of a Force Majeure event, if the Developer/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 Clause 7.2.1; or

(ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act;

(iii) or for any other reason,

the Developer/Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that, where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Developer/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 Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Said Land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authority with respect to the Project, Said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Apartment and Common Areas;
- (vi) The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Developer/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 Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Developer/Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said

Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;
- (x) The Developer/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/or the Association of Allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the Said Land and/or the Project except those disclosed in the title report.

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

- (i) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the

consequences of the breach.

- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation, fire sprinkler system, piped gas facility and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers,

drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Promoter.

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Project land and the building in which the Apartment is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit and connection charges demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee for

any purposes other than for purpose for which it is sold.

- (ix) The Allottee shall observe and perform all the rules and regulations which the Association of Allottees may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Association of Allottees regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (x) Till a conveyance of the Common Areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Association of Allottees and till all the total built up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xi) Till a conveyance of the Common Areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Association of Allottees and till all the total built up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project or any part thereof to view and examine the state and condition thereof.

9 EVENTS OF DEFAULT AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause (in Clause 7.2.1 above), the Promoter shall be considered to have committed an act of default, on the occurrence of any of the following events ("**Default by Promoter**"):
- (i) Developer/Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.2 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, „ready to move in possession“ shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been (i) applied for and the period prescribed for issuing the occupancy certificate under applicable building laws has expired; or (ii) issued by the

competent authority;

- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

- (i) In case the Allottee fails to make payments for two (2) consecutive demands made by the Promoter as per the Payment Plan (Schedule D) annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Apartment/Plot to another purchaser, whichever is later.

10 Execution of Conveyance Deed

- 10.1 The Developer/Promoter, on receipt of Total Price of the Apartment as per Clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Occupancy Certificate, to the Allottee.
- 10.2 In case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11 LIABILITY OF PROMOTER FOR DEFECTS

11.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession of the Apartment, it shall be the duty of the Promoter to rectify such defects without further charge, within 90 (Ninety) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

11.2 Notwithstanding anything contained in the above clause the following exclusions are made:

- (i) Equipment (lifts, generator, motors, transformers, 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 manufacturers guarantees/warrantees to the Allottee or Association of Allottees as the case may be.
 - (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - (iii) Allowable structural and other deformations including expansion quotient. (iv) The terms of work like painting etc. which are subject to wear and tear.
- 11.3 The Allottee shall maintain the Apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the Apartments. The association of the Allottees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Promoter shall be subject to proper maintenance and upkeep of the Apartments/services and

amenities by the Allottee or the association of the Allottees as the case may be.

12 GENERAL TERMS WITH RESPECT TO USAGE OF THE APARTMENT

- 12.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project shall be earmarked for purposes such as parking 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 shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services.
- 12.2 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 12.3 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 12.4 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

13 COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

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

14 ADDITIONAL CONSTRUCTIONS

The Developer/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,

15 MORTGAGE OR CREATION OF CHARGE

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

16 MISCELLANEOUS

- 16.1 The Parties hereby agree that in case the Allottee is availing a housing loan/loan from any Bank/Financial Institution/Non-Banking Financial Corporation/Financier (the "**Bank**"), a Tri-partite Agreement, as per the draft provided by the Bank and agreed by the Promoter, shall be executed by and between the Bank, the Promoter and the Allottee. In any event, the Allottee will finance the margin money, and the loan will be paid directly from the Bank to the Promoter. The Allottee acknowledges that the Allottee's obligation to pay the total sale consideration as mentioned in this Agreement shall be an independent and exclusive liability, which is independent of the bank loan obtained by the Allottee, such that, if the Allottee is unable to obtain a bank loan or having obtained a bank loan, the Bank is not disbursing the money, the Allottee shall be independently liable to pay the sale consideration to the Promoter. The Promoter shall not be responsible in any way if the Allottee does not succeed in receiving a loan from the Bank.
- 16.2 The Allottee understands, acknowledges and confirms that he/she is liable to deduct an amount equivalent to 1% of the payments made or at such other rates, as may be prescribed by the Income Tax Authorities ("**TDS**") on the properties with a total sale deed value of more than or equal to Rs. 50,00,000/- (Rupees Fifty Lakhs only) or on such other amounts, as may be prescribed by the Income Tax Authorities and

deposit the said TDS with Income Tax Authorities. Further, the Purchaser(s) hereby undertakes to duly submit with the Promoter such certificate within 15 days of remitting TDS with Income Tax Authorities.

17 ASSOCIATION OF ALLOTTEES

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

With respect to the Project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Allottees in such a project have taken possession and the Promoter has received the full consideration from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

If the Developer/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.

- 17.2 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 Plot 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.

18 TRANSFER

- 18.1 The Allottee shall have the right to nominate one blood relative in whose name the Sale Deed for the Apartment can be registered instead of the Allottee, prior to the registration of the Sale Deed. This is limited to only a one-time nomination.
- 18.2 In the event that the Allottee seeks to transfer his rights concerning the Apartment at any time prior to the registration of the Sale Deed, then the Allottee shall not sell the Apartment at any price lower than the prevailing base price of the Promoter for such Apartment and pay an amount of Rs. 6,00,000/- to the Developer/Promoter and obtain a No objection Certificate from the Developer/Promoter with respect to such sale by executing required documentation between the

Developer/Promoter, the Allottee and the SECOND PARTY. It is clarified that the THIRD PARTY purchasing the Apartment shall not be allowed to sell the same again till the Sale Deed has been registered in favour of the THIRD PARTY and subject to the fulfilment of the other terms of this Agreement. The SECOND PARTY that steps in as a result of such sale shall execute the relevant agreements in the same format as were executed by the Allottees with the Company, and shall have all the obligations towards the Promoter as the Allottee had in the first instance.

- 18.3 The transfer of rights as described in paragraph 18.2 above is subject to the following conditions: (i) the Allottee having paid at least 20% of the total consideration from their own capital, and (ii) the Allottee has fulfilled and will fulfil, until actual transfer of rights, all of their contractual obligations as stipulated in this Agreement.

19 BINDING EFFECT

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

20 ENTIRE AGREEMENT

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

21 RIGHT TO AMEND

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

22 PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE / SUBSEQUENT ALLOTTEES

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

23 WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan (Schedule D) including, waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 23.2 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.

24 SEVERABILITY

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

25 METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the Apartment

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

26 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.

27 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, Hyderabad after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub Registrar at KUKATPALLY.

28 NOTICES

- 28.1 All notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below: (i) In the case of notice to the Promoter:

Attention : ADITYA VENIGALLA

Address : Plot No.A1, 2nd Floor, Bhavya's Spoorthi Bhavan, Film Nagar, Jubilee Hills, Hyderabad – 500096.

E mail : info@bhavyaconstructions.in

- (ii) In the case of notice to the Allottee, to:

Attention : _____

Address : _____

- 28.2 shall be the duty of the Allottee and the Developer/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.

29 JOINT ALLOTTEES

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

For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

30 SAVINGS CLAUSE

Any application letter, allotment letter, Agreement, or any other document signed by the Allottee, 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 under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

31 GOVERNING LAW

The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

32 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.

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: (including joint buyers)

1) Signature: _____

Name: _____

Address: _____

Please affix photograph
and sign across the
photograph

2) Signature: _____

Name: _____

Address: _____

Please affix photograph
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:
Signature: _____
Name: **ADITYA VENIGALLA**
Address: HYDERABAD



WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE - A

SAID LAND

All that piece and parcel of Open land, total admeasuring: **79326.75 Sq. Yds or 66327.27 Sq. Mtrs** in **Survey Nos. 282,283,284,285,287,288,289,290,291(Part),292,293,294,295(Part),296 (Part),297 (Part),299,300 (Part),315 (Part), 316 (Part),317 & 318** being bounded by:

NORTH : NEIGHBOUR PROPERTY

SOUTH : 12.0M WIDE ROAD

EAST : NALA

WEST : 30.0M WIDE ROAD

For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

SCHEDULE - B

Description of the Apartment and the garage/covered parking (if applicable) along with boundaries in all four directions

Carparking Number · No. in Cellar

East :

West :

North :

South :

(a) Particulars of the Building : **Bhavya's Tulasivanam Avani**
In Survey Nos.
282,283,284,285,287,288,289,290,291(Part)
,292,293,294,295(Part),296 (Part),297
(Part),299,300 (Part),315 (Part),316
(Part),317 & 318 Situated at SITUATED AT
KUKATPALLY VILLAGE, KUKATPALLY
MANDAL, MEDCHAL - MALKAJGIRI
DISTRICT, TELANGANA STATE.

(b) Details of the Apartment

All that residential ____Block Flat **bearing No. ____** Floor No. ____,
admeasuring Saleable Area of ____ **sq.ft.** to be built as per specifications
provided for in this **Schedule E**, in the building known as **"BHAVYA'S**
TULASIVANAM AVANI", in
Sy.No282,283,284,285,287,288,289,290,291(Part),292,293,294,295(Part),296
(Part),297 (Part),299,300 (Part),315 (Part), 316 (Part),317 &318 Situated at
KUKATPALLY VILLAGE, KUKATPALLY MANDAL, MEDCHAL - MALKAJGIRI
DISTRICT, TELANGANA STATE., bounded as under:

East :

West :

North :

South :

Heading :

(c) Details of Undivided Interest

The proportionate Undivided Interest to be purchased by the Allottee under the
Sale Deed to be executed between the Promoter and the Allottee shall be ____
Square Yards.

For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

Car Parking: Parking for **One** car(s) as specified in Recital L, and the location as determined by the Promoter at the time of registration of the sale deed

SCHEDULE C
Floor Plan of the Apartment

SCHEDULE D
Payment Schedule for the Apartment

(a) Consideration

Particulars	Amount (in Rupees)	Total Amount (in words)
Total Price		

The total Cost of the Flat includes Amenities charges of ____ and Corpus fund Rs. ____ and GST of Rs. ____

(b) Amount Paid

The Promoter hereby acknowledges that the Allottee has paid _____ **as advance by way online transfer** towards Booking Amount to the Promoter out of the total consideration payable under this Agreement.

(c) Payment Schedule (Including GST)

Amount to be paid in instalments as follows:

Particulars	% + GST	Total
Within 15 Days from the date of booking	20% + GST	
On Completion of Footings of the Respective Block	15% + GST	
After Casting Stilt Slab of the Respective Block	10% + GST	
After Casting the Slab of the 5 th Floor	6% + GST	

For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

After Casting the Slab of the 10 th Floor	6% + GST	
After Casting the Slab of the 15 th Floor	6% + GST	
After Casting the Slab of the 20 th Floor	6% + GST	
After Casting the Slab of the 25 th Floor	6% + GST	
After Casting the Slab of the 30 th Floor	6% + GST	
After Casting the Slab of the 33 rd Floor	4% + GST	
After Completion of Flooring of the Respective Unit	10%+GST	
At the time of Handover of the Respective Unit	5%+GST	

SCHEDULE E SPECIFICATIONS

STRUCTURE	:	Shear Wall/Concrete Walls and Brick work where necessary
DOOR:		
Main Door:	:	Engineered wood frame & Veneer Polish and aesthetically Engineered wood shutter with reputed hardware
INTERNAL DOORS	:	Engineered wood frame & Laminated Door shutter with reputed hardware
SIT OUT DOOR	:	UPVC Slider Door with 4 mm thick glass
WINDOWS	:	UPVC windows by standard company with glass panel, MS grill for windows.
KITCHEN	:	3 ft glazed tile dado above kitchen platform, Provision for modular kitchen,. Provision for electric chimney and water purifier, power points

		for modern appliances.
FLOORING	:	Glazed Vitrified Tiles (GVT) / Double Charge Tiles of reputed Make
PAINTING		
INTERIOR	:	All internal walls with Putty and Plastic Emulsion Paints
Exterior	:	All External walls as per elevation Texture and External paints
TOILETS	:	Glazed ceramic tiles dado upto 7' height in toilets of reputed make UPVC for plumb lines. All CP Fittings of reputed make. Sanitary ware of reputed make with hot and cold mixer with shower
GENERATOR	:	Power backup for common lighting And backup for 6 lights in each flat
LIFTS	:	Johnson or equivalent make In each block
SECURITY	:	Secured boundary, Modern, reliable and Rugged electronic security, communication and surveillance systems
FIRE	:	Modern firefighting arrangement as per Fire Safety norms
WATER SUPPLY	:	Adequate supply of water from Bore wells and bulk water supply from HMWSSB.
PARKING	:	Three level car parking, excellent drive Ways. Sufficient ventilation for cellars.

ELECTRICAL

: Concealed conduit wiring with PVC insulated copper cables for light, fan and plug points. Split A/c points in all bedrooms with copper cabling work with modular switches of reputed make.

a. Drawing room with provision from one fan point, two light points, two 3 pin socket, TV and telephone points.

b. Living and dining will be provided with three fan points, one chandelier point, three light points, TV Point and two 3 pin 5 amp sockets.

c. Bedroom will be provide with one fan point, two light points, TV and telephone points, two 3 pin 5 amp switch and sockets and split Ac/ provision.

d. Kitchen shall be provided with 5 amps points from Chimney, Aquaguard and 15 amps switch and socket shall be provided from any other necessary appliances.

e. Common points include 15 amps Switch and socket for washing machine in utility area and fridge in dining area, one light point in all balconies.