

**ANNEXURE  
(See Rule 38)  
AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_ day of \_\_\_\_\_ 2024.

1. **SRI. SHIVUNURI MAHESH Son of Sri. SHIVANURI NARSIMHA**, Aged about 46 years, Occupation: Business, Resident of H.No. 3-19, Bahadurpally, Dundigal-Gandimaisamma-Mandal, Medchal-Malkajgiri-District, Telangana-500043, (Aadhar No.XXXX XXXX 9235 & PAN. BDDPS9420F ).
  
2. **SRI. SHIVANURI PREM KUMAR, Son of Sri. SHIVANURI NARSIMHA**, Aged about 39 years, Occupation: Private Employee, Resident of H.No. 3-19, Bahadurpally, Dundigal-Gandimaisamma-Mandal, Medchal-Malkajgiri-District, Telangana-500043, (Aadhar No.4660 7668 5705& PAN. BETPS4413K ). Represented by his GPA Holder :- **Sri. SHIVANURI PEDDA NARSIMHA S/o SHIVANURI SATTAIAH**, aged about 82 years, Occupation: Private Employee, Resident of H.No. 3-19, Bahadurpally, Dundigal-Gandimaisamma-Mandal, Medchal-Malkajgiri-District, Telangana-500043, (Aadhar No.XXXX XXXX XXXX) Vide GPA Doc No. Book 4/139 of 2023, Dated. 29-11-2023.
  
3. **SRI. SHIVANOORI RISHI KUMAR** Son of **Late S. SRINIVAS RAO**, Aged about 28 years, Occupation: Private Employee, Resident of H.No. 3-19, Bahadurpally, Dundigal-Gandimaisamma-Mandal, Medchal-Malkajgiri-District, Telangana-500043 (Aadhar No. XXXX XXXX 9643& PAN. FMWPS7692F).
  
4. **SRI. SHIVUNURI ANJANEYULU**, Son of **Sri. SHIVANURI NARSIMHA**, Aged about 50 years, Occupation: Private Employee, Resident of H.No. 3-19, Bahadurpally, Dundigal-Gandimaisamma-Mandal, Medchal-Malkajgiri-District, Telangana-500043, (Aadhar No.XXXX XXXX 9438& PAN. ARXPA7684E).

For PRIMARK DEVELOPERS

*S. Rao*

Managing Partner

- 5 **SRI. KODAKANCHI ARVIND**, Son of Sri KODAKANCHI MANIKYAM, Aged about 31years, Occupation:. Private Employee, Resident of 5-145, Shiva Nagar, Chintal, Namdarnagar, Quthbullapur, Medcahl-Malkajgiri, Telangana-500055, (Aadhar No.XXXX XXXX 6754& PAN. CFUPK8952C ).
- 6 **SMT. GONDI NAGARANI**, Wife of Sri PEDDOLLA PENTAIAH, Aged about 44 years, Occupation:. Govt Employee, Resident of. 4-38, Rajpally, Medak, Telangana-502117, (Aadhar No.XXXX XXXX 5302& PAN. BBYPG9141A).
7. **SRI. AKULA HARSHAVARDHAN**, Son of Sri **AKULA RAVI KUMAR**, Aged about 29 years, Occupation: Private Employee, Resident of H.No. 8-7, PILLY WADA, Narsapur, Medak, Telangana-502313 (Aadhar No. XXXX XXXX 1253& PAN. BAWPH9362K ).
8. **SRI. AKULA PRASHANTH KUMAR**, Son of Sri **AKULA ASHOK KUMAR**, Aged about 42 years, Occupation: Private Employee, Resident of 11-3-393, Flat No.401, Sai Tripura Residency, Srinivasa Nagar, Secunderabad, Telangana-500061 (Aadhar No.XXXX XXXX 4382 & PAN.AJZPA0171G). and presently Residing at UL. TELZOWA, 83T/5, WROCLAW, 53-601, POLAND. Represented by his GPA Holder :- **Sri. AKULA SAI ARUN S/o Sri AKULA VENU KUMAR**, aged about 31 years, Occupation: Employee, Resident of Flat No. 702, Hamptons Apartment, Main Road, Raghavendra Nagar, Konapur, Hyderabad-500084(Aadhar No.XXXX XXXX 0577) Vide GPA Document Dated.\_\_\_\_\_, duly validated by the District Registrar Medchal- Malkajgiri-District, Vide File No.\_\_\_\_\_, Dated.\_\_\_\_\_
- 9 **SMT. MYSIGARI ARCHANA**, D/O M. VENKATESH, Wife of Sri KODAKANCHI ARVIND, Aged about 24 years, Occupation:. Housewife, Resident of 5-145, Shiva Nagar, Chintal, Namdarnagar, Quthbullapur, Medcahl-Malkajgiri, Telangana-500055 (Aadhar No. XXXX XXXX 1356& PAN. DREPA0449D).

For PRIMARK DEVELOPEKS

*B. Rao*

Managing Partner

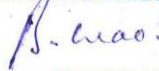
- 10 **SRI. MA. SHRAVAN KUMAR, Son of Sri M.ASHOK KUMAR**, Aged about 36 years, Occupation: Business, Resident of H.No. 3-35, Bahadurpally, Dundigal-Gandimaisamma-Mandal, Medchal-Malkajgiri-District, Telangana-500043, (Aadhar No.XXXX XXXX 6758 & PAN. AUMPM5781E ).

(Hereinafter referred to as the **OWNERS /FIRST PARTY** which expression shall unless it be repugnant to the context and meaning thereof shall mean and include her / his / their executors, administrators, agents, legal representatives, heirs, successors-in-interest and assignees etc., of the **FIRST PART**).

M/s. PRIMARK DEVELOPERS, a registered partnership firm with firm registration No. 1057/2016 (Registrar of Firms Ranga Reddy District) and having its Office at Flat No.301, Artham's Arcade, opp. Heritage Fresh Super Market, Raghavendra Colony, Kondapur, Telangana 500084; Represented by its Managing Partner SRI. BORRA SAMBA SIVA RAO, S/o. Sri Seshagiri Rao, aged about 60 Years. (Hereinafter called the **VENDOR/DEVELOPER** which expression shall unless it is repugnant to the context and meaning thereof shall mean and include all its partners, executors, administrators, legal representatives, successors, authorized persons, group entities and assignees etc.)

(Hereinafter called as "VENDOR/ DEVELOPER" which expression shall mean and include their Legal Heirs, administrators, successors, assignees, representatives, etc., of the FIRST PART)

For PRIMARK DEVELOPERS



Managing Partner

**AND**

Sri \_\_\_\_\_s/o\_\_\_\_\_aged about \_\_\_\_  
 years, Occ: \_\_\_\_\_ R/o \_\_\_\_\_

Hereinafter referred to as the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his successor-in-interest, and permitted assigns).

The Vendors and Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**DEFINITIONS:**

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

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

For PRIMARK DEVELOPERS

*B. Rao*  
 Managing Partner

**WHEREAS:**

WHEREAS owners/ First party, are the owners and possessors of Land admeasuring Ac. 0.04 Gts (484 Sq. Yards) in survey No. 151/E/1/1/1/2, land admeasuring Ac. 0.01 ½ Gts, (181.5 Sq. Yards) in survey No. 151/E/1/2/1/2, land admeasuring Ac. 0.01 ¼ Gts, ( 151.25 Sq. Yds ) in survey No. 151/E/1/2/1/1/2 .land admeasuring Ac. 0.01 ¼ Gts ( 151.25 Sq. Yds) in survey No. 151E/1/2/1/1/1/2 land admeasuring Ac.0.07 Gts (847 Sq. Yds) in survey No.151/E/1/1/2/1, land admeasuring Ac. 0.10 Gts (1210 Sq.Yds) in survey No.151/E/1/1/1/1, land admeasuring Ac. 0.04 Gts (484 Sq. Yds) in survey No. 151/E/1/2/1/1/1/1, land admeasuring Ac. 0.04 Gts (484 Sq. Yds) in survey No. 151/E/2/1/1, land admeasuring Ac. 0.06 Gts (726 Sq. Yds) in survey No. 151/E/1/1/2/2, land admeasuring Ac. 0.03 Gts (363 Sq. Yds) in survey No. 151/E/2/1/2, land admeasuring Ac. 0.05 Gts (605 Sq. Yds) in survey No. 151/E/1/2/2, land admeasuring Ac. 0.06 Gts (726 Sq. Yds) in survey No. 151/E/2/2, Totally admeasuring Ac. 1-13 Gts or 6,413 Sq. Yards or 5,362.08 Sq. Mrts, situated at Bahadurpally Village, Dundigal-Gandimaisamma Mandal, Medchal-Malkajgiri District having acquired through various sale deeds/pattador pass books.

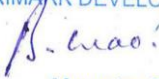
AND WHEREAS THE First Party/Owners, and Second Party/Developer upon mutual consultations and discussions have decided to develop the above said property as residential apartment and accordingly entered into Registered Development Agreement cum GPA document bearing No. 17232/2021 dated 26.11.2021 (SRO Medchal), for short hereinafter referred to as "DAGPA"

AND WHEREAS the second party developer also entered to development agreements with neighboring land owners under DGPA document No 18785 of 2021 dated 27.12.2021, 3795 of 2022 dated 14.03.2022, 4379 of 2022 dated 22.03.2022, 9001 of 2022 dated 16.06.2022 and 7132 of 2022 dated 10.05.2022 and developing the project in and over total land admeasuring 65339 sq yards or AC 13.20

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**AND WHEREAS** the Developer has obtained permission from Hyderabad Metropolitan Development Authority (HMDA), vide Proceedings No. 008558/BP/HMDA/1876/MED/2023, Dt. 24-11-2023 for construction of a residential building in and over the above property consisting of **1 Cellar + 1 Stilt + 9 Upper Floors** and developing the project under the name and style of “**Primark North Wave**”

- A. The Vendors have obtained the sanctioned plan, specifications and approvals for the Project and also for the apartment building, as the case may be, HMDA, Hyderabad. The Vendors 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;
- B. The Vendors shall register the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad as and when the authority is formulated and office function is commenced.
1. The Purchaser having verified the title of the land of Vendors\_\_\_ to \_\_\_and satisfied himself about their right and ownership and the authority of Vendor to develop the property had offered to purchase flat No. \_\_\_\_\_ in \_\_\_\_\_ floor, having carpet of \_\_\_\_\_ sft., and Balcony area of \_\_\_\_\_ sft., Verandah area of \_\_\_\_\_ sft, and common area of \_\_\_\_\_ sft., terrace area of \_\_\_\_\_ sq. feet, totally having a saleable area of \_\_\_\_\_ sq. feet type in the complex known as PRIMARK NORTH WAVE apartment totally land admeasuring \_\_\_\_\_Sq. yards of land comprised under and out of Survey Nos, of Bahadurpally- village, Dundigal- Gandimisamma-Mandal, Medchal- district, T S. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

For PRIMARK DEVELOPERS  
  
 Managing Partner

- C. 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;
- D. 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;
- E. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agrees to sell and the Purchaser hereby agrees to purchase the [Apartment/flat] and the parking space 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 Vendors agree to sell to the Purchaser and the Purchaser hereby agrees to purchase the flat No. \_\_\_\_\_ in \_\_\_\_\_ floor, having carpet of \_\_\_\_\_ sft., and Balcony area of \_\_\_\_\_ sft., Verandah area of \_\_\_\_\_ sft, and common area of \_\_\_\_\_ sft., terrace area of \_\_\_\_\_ sq. feet, totally having a saleable area of \_\_\_\_\_

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Managing Partner

sq. feet type in the complex known as \_\_\_\_\_ apartment along with parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ of land comprised under and out of Survey Nos, of Bahadurpally- village, Dundigal- Gandimisamma-Mandal, Medchal- district, T S. (Morefully described schedule hereunder and hereinafter called the schedule of property).

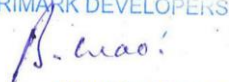
### 1.2.

The Total Price is escalation-free, however in case the purchaser agrees to pay the escalation charges is 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 and sudden hike in building material price. The Vendors undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendors shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Purchaser.

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

The purchaser has today paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_only) to the vendors towards part sale consideration vide cheque bearing No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Branch, the receipt of which the vendors hereby admits and acknowledges. The subject mentioned flat is fallen to the share of Vendor

For PRIMARK DEVELOPERS

  
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i) The balance amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only) shall be paid to the Vendors in the manner indicated below:

| Sl. No. | Installment            | Percentage | Amount |
|---------|------------------------|------------|--------|
| 01      | On completion of _____ | %          |        |
| 02      | On completion of _____ | %          |        |
| 03      | On completion of _____ | %          |        |
| 04      | On completion of _____ | %          |        |
| 05      | On completion of _____ | %          |        |
| 06      | On completion of _____ | %          |        |
| 07      | On completion of _____ | %          |        |
| 08      | On completion of _____ | %          |        |
| 09      | On completion of _____ | %          |        |
| 10      | On Possession          | %          |        |

1.4 It is agreed that the Vendors shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' in respect of the flat as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act. Provided that the Vendors may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Vendors shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of

For PRIMARK DEVELOPERS

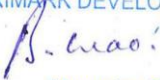
*[Signature]*

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Purchasers 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 Vendors, for which the Vendors shall not be liable after handing over.

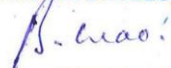
1.5 The Vendors shall confirm to the final carpet and Saleable area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is reduction in the carpet area or the Saleable Area then the Vendors shall refund the excess money paid by Purchaser 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 Purchaser. 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 Purchaser, the Vendors may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.6 Subject to para 9.3 the Vendors agrees and acknowledges, the Purchaser shall have the right to the [Apartment/Plot] as mentioned below subject the purchaser making the payments as per schedule and on payment of total sale consideration.

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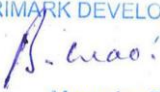
- (i) The Purchaser shall have exclusive ownership of the schedule[ flat.
- (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Vendors shall hand over the common areas to the association of Purchasers after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the flat includes recovery of price of land, construction of [not only the flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Flat];
- (iv) The Purchaser has the right to visit the project site on prior intimation to the vendors to assess the extent of development of the project and his flat as the case may be.

For PRIMARK DEVELOPERS



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- 1.7 It is made clear by the Vendors and the Purchaser agrees that the [Apartment] along with parking space (shall be allotted on drawal of lots) 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 Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.
- 1.8 The Vendors agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, 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 Vendors fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Vendors 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.

For PRIMARK DEVELOPERS  
  
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1.9 The Purchaser has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the flat at the time of entering this Agreement, the receipt of which the Vendors hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the flat as prescribed in the Payment Plan [Schedule C] as may be demanded by the Vendors within the time and in the manner specified therein:

- a) A sum of Rs. \_\_\_\_\_ to be paid on or before \_\_\_\_\_  
i.e., at the time of \_\_\_\_\_.
- b) A sum of Rs. \_\_\_\_\_ to be paid on or before \_\_\_\_\_  
i.e., at the time of \_\_\_\_\_.
- c) A sum of Rs. \_\_\_\_\_ to be paid on or before \_\_\_\_\_  
i.e., at the time of \_\_\_\_\_.
- d) A sum of Rs. \_\_\_\_\_ to be paid on or before \_\_\_\_\_  
i.e., at the time of \_\_\_\_\_.
- e) A sum of Rs. \_\_\_\_\_ to be paid on or before \_\_\_\_\_  
i.e., at the time of \_\_\_\_\_.

Provided that if the Purchaser 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 Vendors abiding by the construction milestones, the Purchaser shall make all payments, on specified dates mentioned above [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

For PRIMARK DEVELOPERS

*B. Rao*

Managing Partner

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

**3.1 The Purchaser, 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 Vendors with such permission, approvals which would enable the Vendors to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser 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.**

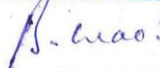
**(ABOVE CLAUSE CAN BE INCORPORATED IF THE PURCHASER IS NRI)**

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Managing Partner

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

- 4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Purchaser authorizes the Vendors to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser against the [Flat], if any, in his/her name and the Purchaser undertakes not to object/demand/direct the Vendors to adjust his payments in any manner.
- 5 **TIME IS ESSENCE:** The Vendors 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 [flat] to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be subject to the purchasers make the payments as per the schedule mentioned above.

For PRIMARK DEVELOPERS

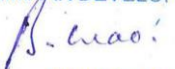


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**6 CONSTRUCTION OF THE PROJECT/ APARTMENT:** The Purchaser has seen the sanction plan, specifications, amenities and facilities of the [Apartment] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendors. The Vendors shall develop the Project in accordance with the said sanction plan, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendors 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 HMDA 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 Vendors shall constitute a material breach of the Agreement.

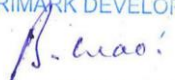
**7 POSSESSION OF THE APARTMENT/PLOT:**

**7.1 Schedule for possession of the said [Flat]** - The Vendors agrees and understands that timely delivery of possession of the [Apartment] to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be, is the essence of the Agreement. The Vendors assures to hand over possession of the [Flat] along with ready and complete common areas with all specifications, amenities and facilities of the project unless there is delay or failure due to war, flood, drought, fire,

For PRIMARK DEVELOPERS  
  
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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 Purchaser agrees that the Vendors 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 Purchaser agrees and confirms that, in the event it becomes impossible for the Vendors to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendors shall refund to the Purchaser the entire amount received by the Vendors from the allotment within 90 days from that date. The Vendors shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc. against the Vendors and that the Vendors shall be released and discharged from all its obligations and liabilities under this Agreement.

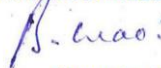
**7.2 Procedure for taking possession** - The Vendors, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment], to the Purchaser who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the Purchaser fails to take delivery within the time specified in the notice, he shall be liable for payment of all on-goings including maintenance

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charges from the date of notice. The Vendors agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendors. The Vendors shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser or any authority or third party on whom the Vendors have no control. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Vendors/association of Purchasers. The Vendors shall hand over the occupancy certificate of the flat, as the case may be, to the Purchaser at the time of conveyance of the same. In case if the purchaser on his own request for handing over possession prior issuance of occupancy certificate the vendor shall to do however, all the legal obligations for taking over possession shall be obligatory on the part of the purchaser and vendors have no responsibility.

**7.3 Failure of Purchaser to take Possession of [Flat]** - Upon receiving a written intimation from the Vendors as per Para 7.2, the Purchaser shall take possession of the Flat from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendors shall give possession of the flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2, such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

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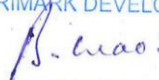


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**7.4 Possession by the Purchaser** - After obtaining the occupancy certificate and handing over physical possession of the flat to the Purchasers, it shall be the responsibility of the Vendors to hand over the necessary documents and plans, including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

**7.5 Cancellation by Purchaser** – The Purchaser shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Vendors, the Vendors herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Vendors to the Purchaser within three months of such cancellation or at the time that the Vendors is able to resell the said Apartment/Plot to another purchaser, whichever is later.

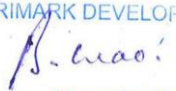
**7.6 Compensation** – The Vendors shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. However, if there is no fault of the vendor and that the defect is due to dispute between the vendors predecessors the vendor and purchaser shall jointly seek legal remedies against such persons.

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Except for occurrence of a Force Majeure event, if the Vendors 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 Vendors shall be liable, on demand to the Purchasers, in case the Purchaser 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 flat with interest at the rate \_\_\_\_ % including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Purchaser does not intend to withdraw from the Project, the Vendors shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Vendors to the Purchaser within ninety days of it becoming due.

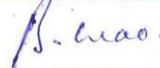
#### **8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS:**

1. The Vendors hereby represents and warrants to the Purchaser as follows:
  - (ii) The [Vendors] have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
  - (iii) The Vendors have lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

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- (iv) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (v) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Vendors have 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;
- (vii) The Vendors 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 Purchaser created herein, may prejudicially be affected;
- (viii) The Vendors 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 Purchaser under this Agreement;

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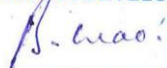
- (ix) The Vendors confirms that the Vendors is not restricted in any manner whatsoever from selling the said [Apartment] to the Purchaser in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Vendors shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be;
- (xi) The Vendors 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 Purchaser and the association of Purchasers 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 Vendors in respect of the said Land and/or the Project except those disclosed in the title report.

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2. The Purchaser/s with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the Vendors as follows :-

- i. To maintain the Apartment at the Purchaser'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 Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.

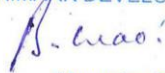
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- iii. To carry out at his own cost all internal repairs to the said Flat/Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendors to the Purchaser and shall not do or suffer to be done anything 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 Purchaser committing any act in contravention of the above provision, the Purchaser 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 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 Vendors and/or the Society or the Limited Company.

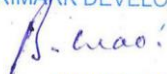
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- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in 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 Vendors within fifteen days of demand by the Vendors, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the 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 Purchaser for any purposes other than for purpose for which it is sold.
- ix. The Purchaser 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

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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 Purchaser 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 out-goings in accordance with the terms of this Agreement.

- x. Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Association and till all the total built-up area/units are sold off, the Purchaser shall permit the Vendors 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 and till all the total builtup area/units are sold off, the Purchaser shall permit the Vendors 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.

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## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Vendors fails to provide ready to move in possession of the flat to the Purchaser 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 as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Vendors's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Vendors under the conditions listed above, Purchaser is entitled to the following:

- (i) Stop making further payments to Vendors as demanded by the Vendors. If the Purchaser stops making payments, the Vendors shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or

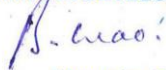
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- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice: Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendors, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the Vendors to the Purchaser within ninety days of it becoming due.

9.3 The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for 2 (two) consecutive demands made by the Vendors as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendors on the unpaid amount at the rate prescribed in the Rules;

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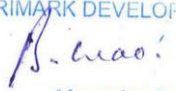


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- (ii) In case of Default by Purchaser under the condition listed above continues for a period beyond 2(two)consecutive months after notice from the Vendors in this regard, the Vendors may cancel the allotment of the [Apartment/Plot] in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Vendors shall intimate the Purchaser about such termination at least thirty days prior to such termination. The amount shall be repaid by the Vendors within a period of ninety days after termination or the date on which the Vendors is able to resell the Apartment/Plot to another purchaser, whichever is later.

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

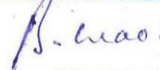
The Vendors, on receipt of Total Price of the flat as per para 1.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the flat together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the vendor shall hold the registration till the payment of stamp duty and registration charges to the Vendors is made by the Purchaser.

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

1. The Vendors 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 Purchasers and the cost of maintenance shall be borne by the Vendors and the Purchasers, proportionate to their flat in their respective occupation. The facilities like service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Vendors and the Association till the entire project is completed. The services shall be subject to user charges as may be fixed by the Management or as the case may be the service provider, from time to time.
2. All other infrastructural facilities, including the equipment like lift, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the 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 Purchaser, the Vendors shall be the occupant in respect of apartment.

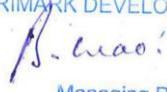
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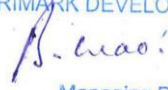
**12. DEFECT LIABILITY:**

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 (excluding the under mentioned in clause no.2) of the Vendors as per the agreement for sale relating to such development is brought to the notice of the Vendors within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Vendors to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendors' failure to rectify such defects within such time, the aggrieved Purchasers 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 Vendors shall transfer manufacturers guarantees/warrantees to the Purchaser or association of Purchasers 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.

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3. The Purchasers shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Purchasers 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 Purchaser or the association of the Purchasers as the case may be.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** The Vendors / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers 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.

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

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

15.1 Subject to Para 12 above, the Purchaser 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.

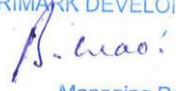
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15.2 The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchaser 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 Purchaser shall also not remove any wall, including the outer and load bearing wall of the [Apartment].

15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendors and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser 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.

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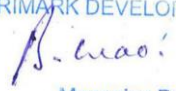
**17. ADDITIONAL CONSTRUCTIONS:** The Vendors undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act. **If the vendor is to obtain permission for construction of additional floors he shall do so on intimation to the purchaser.**

**18. MORTGAGE OR CREATE A CHARGE:**

Notwithstanding any other term of this Agreement, the Purchaser hereby authorizes and permits the Vendors 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 Purchaser(s) **or shall seek No Objection from financial institutions to register the subject mentioned flat in favour of the purchaser.** The Purchaser shall be informed about the same at the time of agreement.

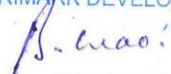
**19. FORMATION OF ASSOCIATION OF PURCHASERS AND CONSENT OF PURCHASERS):**

The Vendors shall take the following steps to enable formation of an Association of Purchasers under section 11(4)(e) of the Act:-

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- a) with respect to a real estate project, the Vendors shall submit an application to the Registrar for registration of the Association of Purchasers as a society under the Telangana/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 Purchasers in such a project have taken possession and the Vendors has received the full consideration from such Purchasers. All the Purchasers on payment of full consideration shall become members of such Association of Purchasers formed by the Vendors. **However the purchaser shall cooperate to the vendor and sign necessary applications, petitions, for forming an association.**
- b) If the Vendors fail to form the Association of Purchasers, the Authority shall by an order direct the Vendors to apply for formation of such Association or may authorize the Purchasers to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Purchasers under Section 17, the Vendors 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 Purchasers without any restriction or entry of the building and development of common areas.

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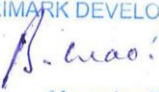


Managing Partner

**20. BINDING EFFECT:** Forwarding this Agreement to the Purchaser by the Vendors does not create a binding obligation on the part of the Vendors or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar \_\_\_\_\_ as and when intimated by the Vendors. If the Purchaser(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser 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/plot/building, as the case may be.

**22. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

For PRIMARK DEVELOPEKS  
  
 Managing Partner

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER /**

**SUBSEQUENT PURCHASERS:** 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 Purchasers 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 Vendors may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Vendors in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Vendors to exercise such discretion in the case of other Purchasers.

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.

For PRIMARK DEVELOPERS  
  
 Managing Partner

**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 Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area, balcony area, verandah area, common areas and parking area of the [Apartment] bears to the total carpet area of all the [Apartments] 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.

For PRIMARK DEVELOPERS

*B. Rao*  
Managing Partner

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

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

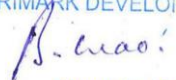
\_\_\_\_\_ Name of Purchaser

\_\_\_\_\_ (Purchaser Address)

**VENDOR**

M/s Primark Developers, Rep By its Managing Partner:-

SRI. BORRA SAMBA SIVA RAO, S/o. Sri Seshagiri Rao, aged about 60 Years, Occ. Business, R/o Flat No.501, Plot NO. 459 & 460, Primark Prabhakar Residency, Main Road, Raghavendra Nagar, Kondapur, Hyderabad-84

For PRIMARK DEVELOPERS  
  
 Managing Partner

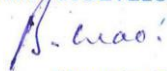
It shall be the duty of the Purchaser and the Vendors to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the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

**30. SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Purchaser, 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 Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made there under.

**31. 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.

**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.

For PRIMARK DEVELOPEKS



Managing Partner

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

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

Purchaser: (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:**

Vendors:

M/s Primark Developers, Rep By its Managing Partner:-

SRI. BORRA SAMBA SIVA RAO, S/o. Sri Seshagiri Rao, aged about 60

Years, Occ. Business, R/o Flat No.501, Plot NO. 459 & 460,

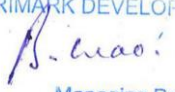
Primark Prabhakar Residency,

Main Road, Raghavendra Nagar,

Kondapur, Hyderabad-84



(1) Signature (Authorised Signatory) \_\_\_\_\_

For PRIMARK DEVELOPERS  
  
 Managing Partner

Name. B. SAMBASIVA RAO

Address . FLAT NO. 501, PLOT 459 & 460

RAGHAVENDRA NAGAR, KONAPUR

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

|                       |                                                                                                                                               |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>SCHEDULE 'A' -</b> | PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS |
| <b>SCHEDULE 'B' -</b> | FLOOR PLAN OF THE APARTMENT SCHEDULE 'C' - PAYMENT PLAN                                                                                       |
| <b>SCHEDULE 'D' -</b> | SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)                                                                  |
| <b>SCHEDULE 'E' -</b> | SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)                                                                         |

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

**SCHEDULE PROPERTY (A)**

ALL THAT / ENTIRE 'Open landed property for development admeasuring to a totaling \_\_\_\_\_(out of total land admeasuring Ac. \_\_\_\_\_ Sq. yards)) of land out of Bahadurpally- village, Dundigal- Gandimisamma-Mandal, Medchal- district, T S. and within the jurisdiction of District Registrar, falling under these boundaries;

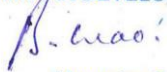
EAST : ROAD  
 WEST : Shantha Sriram Constructions  
 NORTH : Sri Rama Developers open plot Layout & Others  
 SOUTH : Shantha Sriram Constructions

**SCHEDULE OF PROPERTY (B)**

All that the part & parcel of Semi-finished \_\_\_\_\_ BHK, Flat No \_\_\_\_\_, Admeasuring \_\_\_\_\_ square feet, on the \_\_\_\_\_<sup>th</sup> Floor, Block \_\_\_\_\_)

NORTH :  
 SOUTH :  
 EAST :  
 WEST :

For PRIMARK DEVELOPERS

  
 Managing Partner