

(Without Possession)

SMT. CAROLYN JOYCE TADAMALA, D/O. BISHOP ERNEST P. KOMNAPALLI W/o. ERNEST RAJIV TADAMALA, aged about: 35 years, Occupation: House Wife, R/o. H.No.4-57, Rock Chruch, Kismathpur Village, Gandipet Mandal, Ranga Reddy District. Aadhar No.490508501224.

(Hereinafter referred to as the “**LAND OWNER**” which expression unless repugnant or inconsistent with the subject or context shall mean and include her heirs, successors, assigns, executors, legal representatives and administrators etc)

M/s. GIRIDHARI HOMES PVT LIMITED, having its office at Plot No 23 & 24 Sy No 24, Unit/Shop, No F-03, 4th Floor, Peerancheru, Gandipet, K.V. Rangareddy, Telangana, India, 500086, Represented by its Managing Director: **SRI. Mr. K. INDRASENA REDDY** S/o. (late) K. VITAL REDDY, Aged about.51 Years, Occ. Business, R/o. 15, Signature Villas, Opposite Villa Scapes, Gandipet, Rangareddy - 500075. Aadhar No.222606337885

(Hereinafter referred to as the “**DEVELOPER / PROMOTER/ SECOND PART**” which expression unless repugnant or in consistent with the subject or context shall mean and include not only the said Second Part but also its partners and their respective heirs, successors, assigns, executors, legal representatives and administrators etc of the **OTHER PART**).

1.SRI. _____ **S/o SRI.** _____, Aged
About __ Years, Occ: _____, R/O. _____,
_____, _____, _____, _____, Telangana-_____.
(Aadhar No. _____) (Pan No. _____).

The Promoter and Allottee shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”.

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

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

WHEREAS:

A. WHEREAS the LAND OWNER is the absolute owner and possessor of land admeasuring Ac:01-00Guntas, In Sy. No.165, (As per Latest Pahanis New Sy No.165/A1/2) Situated at KISMATHPUR VILLAGE, & G.P, Rajendranagar Mandal (Now Comes Under Gandipet Mandal), Ranga Reddy District, Telangana having acquired the same through Registered Gift Deed vide Document No.592/2011, Registered before SRO, Gandipet, R.R. Dist, and same was Rectified Vide Ratification Deed Document No.5356/2017, Registered at SRO Gandiet, Ranga Reddy District., from her father Sri. Bishop Ernest P. Komanapally. Subsequently the Land Owner has mutated her name in the Revenue Records, and obtained Pattadar Pass Book, Title Deed Book No. 001942, vide Patta No.561. The Tahasildar, Gandipet has assigned new Survey No.165/A1/2.

B. Whereas the land owner / FIRST PART being absolute owner of total land admeasuring Ac. 01-00 Guntas has been entered into development agreement cum GPA with M/s. GIRIDHARI HOMES PRIVATE LIMITED through document no. 5795/2017 dated 31st August 2017, at SRO GANDIPET, land admeasuring Ac:01-00 Guntas, In Sy. No.165, (As per Latest Pahanis New Sy No.165/A1/2) Situated at KISMATHPUR VILLAGE, Gandipet Mandal, Ranga Reddy District, Telangana, having acquired the same through Registered Gift Deed vide Document No.592/2011, Registered before SRO, Gandipet, R.R. Dist, and same was Rectified Vide Ratification Deed Document No.5356/2017, Registered at SRO Gandiet RANGAREDDY district, Telangana.

E. Whereas land owner/First Part and Developer M/s. GIRIDHARI HOMES PRIVATE LIMITED entered into supplementary agreement _____/ _____ dated _____ by which they have demarcated their respective share of the units.

F. WHEREAS the DEVELOPER/SECOND PART are in the business of developing and constructing of civil structures and are having vast experience in construction field, thus after entering into development agreement with its LAND OWNERS/FIRST PART, in order to develop the above property, the DEVELOPER/SECOND PART has obtained permission from HMDA, for construction consisting of Cellar + 2 Podiums + 12 upper floors over entire land admeasuring of Ac-1.00 Guntas or 4046.86 sq.mts from the HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY (HMDA) vide _____ through _____ permission No. 9622/SKP/Plg/HMDA/2022, dt: 24/04/2023 for construction of residential



apartment over the entire land admeasuring 4046.86 sq.mts In Sy. No.165 Situated at KISMATHPUR VILLAGE, Gandipet Mandal, Ranga Reddy District, Telangana,

G. The DEVELOPER/SECOND PART is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the DEVELOPER/SECOND PART regarding the said land on which project is to be constructed have been completed;

H. The HMDA (Hyderabad Metropolitan Development Authority) has granted the commencement certificate vide permit no. 9622/SKP/Plg/HMDA/2022, dt: 24/04/2023 to develop the project.

I. The Promoter has obtain the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment, plot or building as the case may be from HMDA (Hyderabad Metropolitan Development Authority) has granted the commencement certificate vide permit no. 9622/SKP/Plg/HMDA/2022, dt: 24/04/2023. The promoter agrees and undertake that it shall not make any changes to these approved plans except as permissible under HMDA laws;

J. The promoter has registered the project under the provision of the act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____ under the registration no. _____.

K. The Allottee had applied for an apartment in the project and has been allotted residential Apartment/Flat no. _____, having carpet area _____ of square feet, exclusive verandahs, balconies, terrace area of _____ sq. feet, totally having a saleable area of _____ sq. feet type _____ BHK on, First Floor in C block ("Buildings") along with garage /cover parking (8 feet X 15 feet) in Cellar Area and a total UDS (Undivided Share) admeasuring _____ sq yards, out of land admeasuring _____ Sq.yards as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under the clause (n) section 2 of the act (herein after referred to as the "Apartment " more particular described in schedule B and the floor plan of the apartment in annexed here to and marked as schedule F);

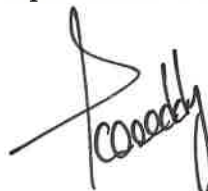
L. WHEREAS the Developers have started developing and constructing the Residential Building on the above property and named as "M/s GIRIDHARI HOMES PRIVATE LIMITED".

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

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

P. 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;

Q. 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 and the covered parking (if applicable) as specified in para K.




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

1. TERMS:

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

1.1 The Vendor/ Promoter/ Developer/ Second Part herein has earlier provided the land titles search report, copies of the title deeds and all other documents of title pertaining of schedule project land, herein and also copies of permit and sanctioned plans issued by the authorities for construction on scheduled project land herein to the Purchaser/s / Allottee/s herein to enable the later to carry out legal due diligence to satisfy about the title of the vendors/ land owners of first part herein and over the scheduled project land and agreement rights and GPA powers held by the vendors/ developers and the second part of the authority to develop the same. Based on the said legal due diligence and title verification and having satisfied about the titles building plans, specifications, proposed construction, concept, saleable area etc., of **M/s. GIRIDHARI HOMES PRIVATE LIMITED, 24 CARAT project** as well as the suitability of the apartment and the condition mentioned herein, the purchaser approached and offered to purchase schedule apartment from the vendor/land owner/developer of second part herein. The Purchaser/s / Allottee/s has have further confirmed that Purchaser/s / Allottee/s has/ have carefully read the conditions of the agreement has/have understood his/her/its/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor influenced by any marketing brochures, emails, advertisements or any such representations of nature whatsoever whether written or oral. The Purchaser/s / Allottee/s understood and verified the carpet area, saleable area of the apartment of his/her/their entitled to undivided right interest in the common areas of the complex and undivided interest in the schedule project land herein which is arrived as under.

1.2 The Total Price for the Apartment based on the Saleable area is **Rs.** _____ **/- (Rs. _____ Only) (" Total Price")**

Block/Building/Tower no.	Rate of Apartment per square feet*
Apartment no. _____ Block-____(____ Sq Feet)	
Type : RERA Carpet Area (____ Sq Feet)	
Total price (in rupees)	

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or veranda areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, maintenance charges as per para 11 etc., if/as applicable. The Allottee along with the payment of each instalment shall make the payment of taxes (GST) separately to the party of First Part and Party of Second Part in their respective sharing ratio as mentioned herein above if/as applicable.

Other Payments to be made by Vendee/allottee/ Purchaser

The Vendee/ Allottee/purchaser hereby undertakes to pay a sum of Rs ____/ Per Sq feet on salable area for a period of two years from the handing over of the flat into designated

Property management account to be opened by Developer. This shall be used for the purpose of Maintenance of common services such as lifts, corridors, passage, stair case, drainage, water supply, bore wells Maintenance, electricity, landscaping. This fund will be used from the date of obtaining Occupancy certificate from the concern authorities.

Maintenance Charges	1 st Year	2 nd Year
Total Amount __ Rs Per Sq ft on Saleable area	Rs. ____/-	Rs. ____/-

- First year maintenance Rs ____/- Per Sq ft in the name of "M/S. GIRIDHARI HOMES PRIVATE LIMITED" which starts 2 months from the date of OC, which is payable at the time of registration.
- 2nd year Maintenance Rs ____/- Per Sq ft in the name of "24 CARAT WELFARE ASSOCIATION" in the form of Post-Dated Cheque (PDC) issued at the time of registration. (The PDC Cheque will deposit in the association account once its formed)

The Vendee/ Allottee/purchaser hereby undertakes to deposit a sum of Rs 50/ Per Sq feet on salable area for Corpus fund. The amount of Corpus fund will be handed over to association from the developer.

Corpus Fund	Amount
Total Amount __ Rs Per Sq ft on Saleable area	Rs. ____ /-

- Corpus Fund payable of Rs ____/- Per Sq ft on saleable area in favor of "M/s. GIRIDHARI HOMES PRIVATE LIMITED "at the time of registration (The amount will be transferred to the association once its formed)

Explanation -

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

ii. The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law)in the common areas, maintenance charges as para 11 and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall

enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

1.7 The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the 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 completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, 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 Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment 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.

1.11 The Allottee has paid a sum of **Rs. _____ /-(Rupees _____ only) Through Online Transfer Dated On _____ To _____**. as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate 18% P.a.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of -

Account Name – GIRIDHARI HOMES PRIVATE LIMITED-24 CARAT

Account Number – _____

Bank Name - _____

IFSC Code – _____

Branch Address - _____ Branch

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

1. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the 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. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

3. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the 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 Promoter shall constitute a material breach of the Agreement.

- (a) Any alteration/modification at the request of the allottee will be allowed subject to feasibility at the discretion of Vendor/ Developer.
- (b) NO refund will be granted for changing of original plan of unit/ flat (i.e., structural changes, Removable of internal walls, toilets, toilet tiles, wall painting, doors, hardware, Cp & sanitary etc.,)

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on as per RERA and HMDA completion time period, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms

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

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

for payment of all ongoings including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within **36 months from the date of this agreement, & in addition 6 months grace period months** from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the allottee or any authority or third party on whom the promoter has no control. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, 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. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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

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

1. The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project except project loan taken
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The 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 and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas

(equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of 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.
2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows :-

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

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the 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 Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee 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/Limited Company/Association and till all the total builtup area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xi) Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total builtup area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

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

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

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

(i) In case the Allottee fails to make payments for Three **consecutive demands** made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate of 18% p.a.

(ii) In case of Default by Allottee under the condition listed above continues for a period **Six 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. CONVEYANCE OF THE SAID APARTMENT:

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

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

1. The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the plots/apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.

1. (A) The maintenance will start from the date of obtaining Occupancy certificate from the concern authority.

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

12. DEFECT LIABILITY:

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

2. Notwithstanding anything contained in the above clause the following exclusions are made

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual

maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/warranties to the allottee or association of allottees as the case may be.

- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

3. The allottees shall maintain the 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 developers 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.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **(24 CARAT by M/s. GIRIDHARI HOMES PRIVATE LIMITED)**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottee for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 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.

15.2 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.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Allottee 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.

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

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

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

from such Allottees. All the Allottees on payment of full consideration shall become members of such Association of Allottees formed by the Promoter.

b) If the promoter fails to form the Association of Allottees, the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottees to apply for formation of the said Association.

c) Notwithstanding any other rule, after conveying the title to the Association of Allottees under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottees without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making

payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 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 Narsingi Gandipet SRO. Hence this Agreement shall be deemed to have been executed at Narsingi Gandipet SRO.

29. NOTICES:

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

SMT. _____ **S** _____

SHRI. _____

Promoter - M/s. GIRIDHARI HOMES PRIVATE LIMITED Corporate Office, Giridhari Homes Pvt Ltd., Plot No. 23 &24, Fourth Floor, The HUB on Main Road @ TSPA Junction, Hyderabad.

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

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.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

ADDITIONAL TERMS

34. WHEREAS the PARTIES OF THE FIRST PART, being the absolute owners of a total land measuring Ac. 1-00 Guntas, have entered into a development agreement cum General Power of Attorney (GPA) with M/s. GIRIDHARI HOMES PRIVATE LIMITED; FURTHER, the developer is granted the liberty to obtain Transferable Development Rights (TDR) and construct additional floors as permitted by the relevant authority, with increased sizes/capacities of Sewage Treatment Plants (STP), Water Treatment Plants (WTP), Electricity Generators, clubhouse facilities, etc. The allottees have expressly consented to the construction of additional floors utilizing TDR within the confines of the aforementioned project. The DEVELOPER, PARTIES OF THE SECOND PART, are afforded the freedom to acquire adjacent land for development in conjunction with the scheduled property outlined in this agreement. The PARTIES OF THE FIRST PART (Land Owners) and the allottees have no objection to the development of such adjacent land, subject to permissions granted by the concerned authority.

35. INDULGENCE:

Any delay tolerated or indulgence shown by the Vendor/ Promoter/ Developer herein in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s / Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s / Allottee/s nor shall the same in any manner prejudice the right of the Vendor/ Promoter/ Developer herein

36. CUSTODY:

This Agreement is prepared in two sets. One set will be with the Vendor/ Promoter/Developer herein, the other set will be with the Allottee/ Purchaser and both sets are treated as Originals by the Parties

37. ASSIGNMENT/ TRANSFER:

The Purchaser/s / Allottee/s shall not assign/transfer his/her/their interest under this Agreement. It is explicitly made clear that the Vendor/Promoter/Developer herein is not obligated to give its consent for any assignment/transfer by the Purchaser/s / Allottee/s as this contract is exclusive in nature. The Vendor/ Promoter/ Developer herein is not obligated to give its consent / permit for any assignment/transfer of the said Apartment till registration of Sale Deed of is concluded in favour of Purchaser/s / Allottee/s herein.

38. INTERIOR WORK:

All the interior related works that the Purchaser/s / Allottee/s may undertake upon his/her/their own can be taken up only after handing over possession of the apartment to the Purchaser/s / Allottee/s by the Vendor/Promoter/Developer herein without disturbing the structure like beams, columns etc. The Purchaser/s / Allottee/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 9 A.M. and 6 P.M. The Vendor/Promoter/Developer herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s / Allottee/s but originally carried out by the Vendor/ Promoter/Developer herein. The Vendor/Promoter/Developer herein is not answerable for any thefts during the course of the interior works. The Interiors should be completed within 4 months from the date of handing over possession of

the Schedule Apartment. No person / interior worker shall be permitted to reside in the apartment/flat during the period of execution of interior works. The Purchaser/s / Allottee/s shall abide by the Bye-Laws of the Association of the Complex if the interiors done beyond 4 months period. While undertaking the interior works, if any damage is caused to the structures or facilities in the common areas and facilities in the project, the Allottee/Purchaser shall bear and pay the charges incurred by the Vendor / Promoter/Developer herein or the Association as the case may be towards undertaking repair of the same and the Allottee/Purchaser shall pay the amount as demanded by the Vendor/ Promoter/ Developer herein or Association as the case may be and the quantum of amount assessed for such repairs by the Vendor/Promoter/Developer herein or Association as the case may be, shall be final and binding on the Purchaser.

39.It is further agreed that while executing and carrying out wood works, interior works within the residential flat at the cost of the Purchaser/s / Allottee/s, if any damage is caused to the works already executed by the Developer / Vendor either inside the Flat or in the common areas of the Complex, the Purchaser/s / Allottee/s shall be liable to pay such amount to the Developer / Vendor which will be equivalent to the damage caused by the Purchaser/s / Allottee/s. In the event of the Purchaser/s / Allottee/s leave the dust and wastage un-removed at the time of interior works carried out by the Purchaser/s / Allottee/s, the Vendor/Developer will get the same removed and in such an event, the Purchaser/s / Allottee/s shall pay the required labour charges as demanded by the Vendor/Developer. Further the Purchaser/s / Allottee/s hereby agrees and undertakes to pay the power charges for electricity consumed at the time of interior works carried out by the Purchaser/s / Allottee/s for utilization of electricity.

40.The VENDOR/DEVELOPER herein reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Schedule Project Land till the completion of the project. The Purchaser/s / Allottee/s has/have expressly given consent for variations and/or modifications as the Architect / VENDOR / DEVELOPER herein may consider necessary from time to time during the course of construction and during the period which the VENDOR/DEVELOPER herein undertakes the administration of maintenance of common areas, amenities and facilities subject to the required permissions from the authorities, subject to the condition that there will not be any material change in the apartment shown to the PURCHASER basing on which the decision of purchase has been made. The Architect and VENDOR / DEVELOPER herein is the final decision makers on these aspects and the Purchaser/s / Allottee/s shall not interfere or question the design, construction processes etc., implemented by the VENDOR/ DEVELOPER herein.

41.The Vendor/Promoter/Developer herein has the right to instruct the Purchaser/s / Allottee/s to remit the instalments payable under this Agreement with standing instructions to the bank accounts of the Vendor/Promoter/ Developer herein which may be in the nature of Current Accounts/Over Draft Accounts/Loans Accounts/Escrow Accounts as the case may be and the Purchaser/s / Allottee/s agrees to confirm such compliance in writing in the manner as may be required to the Vendor/Promoter/Developer herein or their Bankers from time to time.

42.The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/s / Allottee/s would be on receipt of the total consideration,

taxes and other amounts as applicable, from the Purchaser/s / Allottee/s and would be in the manner the Vendor/Promoter/ Developer herein advises the Purchaser/s / Allottee/s.

43. Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/s / Allottee/s or Act of God do not fall under the scope of maintenance under defect liability. In case of disputes as to quantity or quality in the construction of Schedule Apartment, the decision of the Architect of the project is final and binding.

44. The Vendor/Promoter/Developer herein has decided to float a Corpus Fund for the entire Residential Apartment Complex which is payable by the ultimate Purchaser/s / Allottee/s, owners/their successors of the residential apartments/flats, as the case may be, including the Purchaser/s / Allottee/s herein at the time of delivery of the possession of the Residential apartments/flats and such Corpus Fund is fixed at Rs. ___/- per Sq.ft., being proportionate contribution towards Corpus Fund. The Purchaser/s / Allottee/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Vendor / Promoter / Developer herein at the time of execution and registration of Sale Deed in his/her/their favour in respect of the Schedule Apartment. Such fund will be governed and held initially by the Vendor / Promoter / Developer herein as a custodian and after the construction of Complex is completed in all respects, the said Corpus Fund will be transferred, handed over and made over to the Association or Society formed among the owners of the apartments/flats in the complex after its formation simultaneously along with the handing over of the administration, common areas and amenities to the association.

45. The Association shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank and the interest/returns earned on such investments from time to time shall be utilized to meet the long term maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, elevators, gates, laying of roads/driveways, periodical painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated / earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the apartments/flats in the entire Complex in the same proportion in which they contribute the monthly maintenance charges.

46. Upon termination of this Agreement, the Purchaser/s / Allottee/s shall not have any claim/s over the Schedule 'A & B' Apartment and/or on the Vendor/Promoter/ Developer herein. The VENDOR herein shall be entitled to deal with Schedule 'A' Apartment as it may deems fit for its benefit without any reference to Purchaser/s / Allottee/s.

47. The Vendor/Developer/Promoter herein, in view of the safety and security precautions and to ensure uninterrupted progress of the project, will decide the time, day and date for the purpose of site visit by the purchaser and will communicate accordingly to the Purchaser/s / Allottee/s herein and the purchaser herein agrees for the same.

48. Stamp duty, Registration Charges and all other Incidental and Legal expenses:
All charges, expenses, stamp duty, registration fee and legal/incidental expenses

etc., towards execution and registration of this Agreement and the sale deed, at the rate as may be applicable on the date of registration of this Agreement and the sale deed of the said Apartment including documentation shall be borne by the Purchaser/ Allottee only.

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: SMT. _____

(Affix Photograph and sign across the photograph)

Allottee: (including joint buyers)

(2) **Signature** _____

Name: SHRI. _____

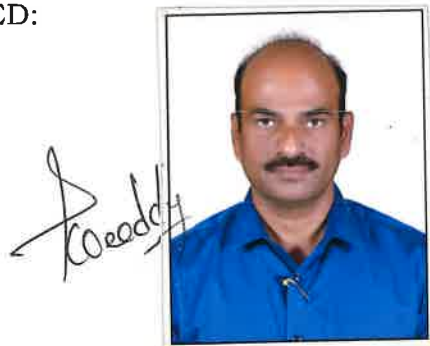
(Affix Photograph and sign across the photograph)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) **Signature (Authorised Signatory)**

Name: KADIGARI INDRASENA REDDY



At _____ on _____ in the presence of:

WITNESSES:

1. **Signature**_____

Name_____

Address _____

SCHEDULE 'A'-

SCHEDULE OF PROPERTY

All the Part and parcel of the land admeasuring **Ac. 01-00 Guntas** in **Sy. No.165/A1/2**, Situated at **KISMATHPUR VILLAGE, & G.P, Rajendranagar Mandal (Now Comes Under Gandipet Mandal), Ranga Reddy District**, bounded as follows: -

NORTH :30 Wide Road.
SOUTH :Land in Survey No.183 of Burra Sattaiah
EAST :25 Wide Road
WEST : Remaining Part of Land belongs to Donors.

SCHEDULE 'B' APARTMENT/FLAT

(The Apartment hereby agreed to be sold to the Purchaser/s / Allottee/s)

ALL THAT Residential Apartment Block C, Flat No. ____ on ____ Floor having carpet area of ____ sq ft, exclusive verandas, balconies, external wall area of ____ sft totally having a saleable area of ____ Sq Feet in **"24 CARAT by M/s. GIRIDHARI HOMES PRIVATE LIMITED" Car Parking** Cellar area along with an Undivided share of Land admeasuring ____ sq yards out of land admeasuring ____ **Sq.yards** in Survey No. **165/A1/2**, situated at KISMATHPUR VILLAGE, GANDIPET Mandal, Ranga Reddy District,, Telangana State bounded by:

NORTH :
SOUTH :
EAST :
WEST :

SCHEDULE 'C' - PAYMENT PLAN

Price Sheet		
Basic Price		
Infrastructure Charges For 2Bhk		
Single Car Parking		

Payment Structure	Stage wise Payment	Amount	GST	Total Amount Rs.
On agreement of sale within 15 days from the date of booking (including Booking Advance)				
On Laying of Cellar Slab of respective tower				
On Laying of 3rd floor slab of respective tower				
On Laying of 5th floor slab of respective tower				
Upon Commencement of Brick work of respective unit				
Upon Commencement of internal plastering work of respective unit				
Upon Commencement of external plastering work of respective unit				
Upon Commencement of flooring of respective unit				
On Registration / Possession				
Total				

NOTE: All the demand letters (for each installment) shall be honored within 15 Days from the date of demand letter.

Other Payments to be made by allottee/ Purchaser

- i. The Allottee along with the payment of each instalment shall make the payment of taxes (GST) separately and price is exclusive of GST amount.
- ii. Rs ____/- Per Sft CORPUS Fund payable in favor of "M/s. GIRIDHARI HOMES PRIVATE LIMITED "at the time of registration (The amount will be transferred to the association once its formed)
- iii. Rs ____/- Per Sft First year maintenance by M/s. GIRIDHARI HOMES PRIVATE LIMITED which starts 2 months from the date of OC, which is payable at the time of registration.
- iv. Rs ____/- Per Sft 2nd year Maintenance By " 24 CARAT WELFARE ASSOCIATION" in the form of Post-Dated Cheque (PDC) issued at the time of registration. (The PDC Cheques will deposit in the association account once its formed)
- v. Stamp Duty, Registration fee, mutation charges shall be paid by the allottee as per actuals over and above the total price. To be paid at SRO rate as per laws prevailing at the time of registration.
- vi. Power Charges/ Debris removal charges at the time of interiors.
- vii. Legal and documentation charges at the time of registration to be paid by allottee.
- viii. Water connection charges to HMWSSB which shall be borne by Purchaser/s / Allottee/s extra

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

Schedule "D" Floor Plan of the apartment

Schedule "C" Payment Plan:

NOTE: All the demand letters (for each installment) shall be honored with 15 days from the date of the demand letter-

SCHEDULE 'E' – SPECIFICATIONS OF 24 Carat

1. STRUCTURE:

RCC framed structure

2. WALLS:

8" thick solid cement concrete block for external walls and 4" thick solid cement block masonry for internal walls

3. PLASTERING:

All internal walls with smooth Gypsum plaster finish.

All external walls with cement plaster

4. DOORS:

Main door in 8feet Height Teak wood frame with 40mm Veneer door shutter with polishing.

Hettich or Equivalent make hardware.

Internal doors in Engineering wood frame and Laminate door shutters.

5. WINDOWS

UPVC (Fenesta or Equivalent Make) Sliding doors with mosquito mesh

6. FRENCH DOORS

UPVC doors two and half tracks with float glass of 5mm thickness

7. FLOORING

Living, Dining and Bedrooms (48" x 24") Italian Marble series vitrified tiles of standard make

Kitchen (24" *24") vitrified tiles & balcony (6" x 36") Ceramic wooden series strips : ceramic tiles of standard make.

Bathrooms: (24" x 12") acid resistant and anti-skid ceramic tiles of standard make.

Utilities/wash area: anti-skid ceramic tiles (24"*12") of standard make.

Make: - RAK ceramic or Equivalent

8. PAINTING

External: Texture paints & weather proof emulsion Premium range

Internal: two coat putty, one coat primer two coat acrylic emulsion paints with roller finishing.

Make: - Asian or Equivalent

9. AIR CONDITION

Provision for split A/C for All Bed rooms

10. CABLE T.V.

Provision for cable connection in all bedrooms & living room

11. INTERNET

One internet point provision in each flat

12. UTILITIES/ WASH AREA

Provision for washing machine & wet area for washing utensils

13. WATER SUPPLY

Provision for municipal water

14. CORRIDORS

Granite Flooring or Granite Tiles

15. PLUMBING & SANITARY WARE

CP fittings of Jaguar or equivalent make in toilets and kitchen

American standard or equivalent make sanitary ware in all toilets

Wall mounted EWC with concealed flush tank of standard make washbasin.

16. ELECTRICAL

Concealed copper wire of Polycab, or equivalent make PVC conduits of Sudhakar or equivalent make, Modular switches: Schneider or equivalent make.

17. LIFTS

3 Nos passenger high speed lifts with V3F for energy efficiency.

Make: - Kone or Equivalent



18. POWER BACKUP

100% DG backup for lifts, common area & All flats (Except AC, GYSERES & MICRO OVEN)

19. SECURITY

The entire property is secured with a compound wall along with solar fencing and entrance will be manned by a security team.

20. STP&WTP

Water Treatment Plant for bore well water and Sewage Treatment Plant of adequate capacity as per norms will be provided inside the project. Treated sewage water will be used for landscaping & Flushing.

21. KITCHEN

(Kitchen Granite platform, Sink And tile dado are not provided)

Provision for fixing Aqua Guard and provision for tap, no kitchen platform, No Dado Tiles
Most of the customers preferring to go for modular kitchen so that we are not going to provide kitchen platform kitchen dado tiles and sink. our standard Granite and Dado tiles are not matching with their interiors, so that we are avoiding kitchen platform, kitchen Dado tiles & Sink, but we are giving provision for water supply.

Disclaimer: the specifications/ Facilities/ Amenities and elevation features shared do not have any legal offerings. All Details are subject to change. the Promotor reserves the right to change.



Schedule "F" Amenities & Facilities

Amenities: -

1. RECEPTION LOBBY
2. Mini THEATER

3. SWIMMING POOL
4. TODDLER POOL
5. CHILDREN OUT DOOR PLAY AREA
6. 24 HR SECURITY & CCTV
7. WIFI ENABLED CLUB HOUSE
8. GYM
9. INDOOR GAMES
10. LIBRARY
11. BANQUET HALL
12. SEWAGE TREATMENT PLANT
13. RAIN WATER HARVESTING PITS
14. DG BACKUP
15. Wall Climbing

