

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made executed on this the ____ day
of ____ '2024 at Hyderabad, Telangana by and between: -

M/s CYBERCITY BLUE EDGE LLP (PAN: AASFC8858J), a Limited Liability Partnership Firm under the LLP Act and having its Registered Office at Cyber Marketing Office, Green Hills Road, Hitech-City, Balanagar, Hydeabad-500018, Telangana, represented by its **Authorized Signatory: Mr. K.Kiran Kumar Reddy** (Aadhar No.2623-3317-1784), S/o Sri Venktram Reddy.

[HEREINAFTER to be called and referred to as the "**VENDOR/LANDOWNER/DEVELOPER/PROMOTER**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include all their respective heirs, executors, administrators, successors-in-interest and permitted assignees of FIRST PART]

For **CYBERCITY BLUE EDGE LLP**



Authorised Signatory

IN FAVOUR OF

SRI _____, S/o _____, aged ____ years,
Occ: _____, R/o _____, Telangana, PAN:
_____ and AADHAR No. _____.

[HEREINAFTER to be called and referred to as the "**PURCHASER/ALLOTTEE**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his heirs, executors, administrators, successors-in-interest and permitted assignees of the SECOND PART]

The **VENDOR/LANDOWNER/DEVELOPER/PROMOTER** and **PURCHASER/ALLOTTEE** 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.

WHEREAS:

- A.** Originally M/s GOCL Corporation Limited was the absolute owner and possessor of the larger extent of land including the land admeasuring **Ac.13-15.12 guntas** forming part of Sy.Nos.1011/1, 1011/2 & 1011/12, situated at the then Baghameer Village, now known as Kukatpally Village and Mandal, Medchal-Malkajgiri District, Telangana [**i.e., Schedule Project Land herein**], which has submitted plans to the Greater Hyderabad Municipal Corporation (GHMC) for the purpose of development of the same into a layout of plots with villas constructed thereon and after scrutiny and collecting required fees and charges, it has accorded Layout with Housing Permit Order vide Permit No.3079/GHMC/KPL/2024-LO, dated 09-10-2024 in File No.008197/GHMC/3825/KPL1/2024-LO in favour of said M/s GOCL Corporation Limited.
- B.** Subsequently said M/s GOCL Corporation Limited has in turn alienated, conveyed and transferred the land admeasuring **Ac.12-20 guntas** or Ac.12.50 or 60,500 Sq.yds (**out of Ac.13-15.12 guntas**) comprising of Sy.No.1011/1 admeasuring Ac.2-00 guntas, Sy.No.1011/2 admeasuring Ac.3-20 guntas and Sy.No.1011/12 admeasuring Ac.7-00 guntas, situated at Kukatpally Village and Mandal, Medchal-Malkajgiri District in favour of **Cybercity Blue Edge LLP** [**i.e., VENDOR/LANDOWNER/DEVELOPER/ PROMOTER** of First Part herein] through a Sale Deed dated 19-04-2024, which was registered as document No.3186 of 2024 with the office of Sub-Registrar, Kukatpally.
- C.** Though by the time, the **VENDOR/LANDOWNER/DEVELOPER** of First Part herein became the absolute owner and possessor of the land admeasuring **Ac.12-20**

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guntas, its **VENDOR** viz., **GOCL Corporation Limited** already obtained above said Permit and Sanctioned Order from the **GHMC** in respect of the land admeasuring **Ac.13-15.12 guntas**.

- D.** The **VENDOR/LANDOWNER/DEVELOPER** is now contemplating for the development of the proposed project on the above said total land admeasuring **Ac.13-15.12 guntas** by constructing 89 villas in the following two different phases: -

Phase-I in Ac.12-10.12 guntas comprising of 81 Villas and a club house.

Phase-II in Ac.1-05.07 guntas comprising of 8 Villas (bearing Plot/Villa Nos.10, 11, 13, 14, 16, 17, 19 & 20) will be developed as per the Permit after the **VENDOR** of First Part herein obtaining title over the said **Ac.1-05.07 guntas** from the said **GOCL Corporation Limited** during the process of development of Phase-I itself. So that, on development of Phases-I & II, the total project as per the Permit Order will be implemented. The fact of development of the total project in the said two different phases in the above manner is disclosed to the **PURCHASER** herein and the **PURCHASER** herein having full knowledge about the same and having agreed to, the **PURCHASER** herein is entering into this Agreement of Sale for purchase of Villa with the Plot in Phase-I comprising of 81 Villas with Plots and clubhouse (which is accessible to the Phase I and phase II Allottees) and upon completion of the said Phases-I & II, all the roads and open spaces of the Sanctioned Project Land will be handed over to the Local Authority before obtaining the Occupancy Certificate from the **GHMC**.

- E.** The recitals/detailed link and flow of title in respect of the 'Schedule Project Land' is provided in the Annexure-A appended to this Agreement of Sale and the same is deemed to be part and parcel of the recitals/flow of title of this Agreement of Sale.
- F.** The Schedule Project Land herein is earmarked for the purpose of development of a layout of plots with villas and the said project shall be known as "**VILLA VERDE BY CYBERCITY**" ("Project");
- G.** WHEREAS the **VENDOR** of First Part herein is entitled to deal with all the Plots with Villas including authority to sell the same and to receive sale consideration from the prospective purchasers.
- H.** WHEREAS the **VENDOR** herein is thus vested with full rights of enjoyment and disposal of the same in any manner as it desires.
- I.** WHEREAS the **VENDOR/LANDOWNER/DEVELOPER/PROMOTER** of First Part hereinabove being the absolute owner and possessor of the **Plot with Villa** admeasuring _____ **Sq.ft.** of super built-up area together with Plot of land admeasuring _____ **Square Yards** or _____ **Square Meters** bearing **Plot with Villa No.** _____ in the above referred approved layout of **GHMC** known as "**VILLA VERDE BY CYBERCITY**" developed on **Schedule Project Land** herein [More-fully described in the Schedule "A" Plot with Villa/Property hereunder and More clearly delineated in the Map/Plan enclosed herewith] has offered to sell the same in favour of the **PURCHASER/s** hereinabove for a total sale consideration of Rs. _____/- (Rupees _____ only).
- J.** The **VENDOR** being the **LANDOWNER/PROMOTER** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

For **CYBERCITY BLUE EDGE LLP**

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- K.** The PROMOTER has obtained the layout plan, specifications and approvals for the Project from the GHMC and the Final Layout will be obtained on completion of layout works. The PROMOTER agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- L.** The PROMOTER has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____ under Registration No. _____;
- M.** The PURCHASER/ALLOTTEE had applied for a Plot with Villa in the Project vide Application No. _____, dated _____ and has been allotted Plot with Villa No. _____ having area of _____ Sq.yds as permissible under the applicable law and of pro rata share in the common areas of the layout ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot with Villa" more particularly described in Schedule A);
- 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.** 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;
- 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 Schedule "A" Plot with Villa.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the PROMOTER agrees to sell to the ALLOTTEE and the ALLOTTEE hereby agrees to purchase, the Schedule "A" Plot with Villa hereunder.
- 1.2. The Total Price for the Schedule "A" Plot with Villa is Rs. _____ (Rupees _____ only ("Total Price")):

Sl. No.	Plot with Villa No. _____.	Amount in Rs.-Ps.
1.	Plot with Villa (Built-up) area: _____ Sq.ft. Plot of land: _____ Sq.yds @Rs. _____ per Sq.feet. @Rs. _____ per Sq.yd.	Rs. _____/-

For CYBERCITY BLUE EDGE LLP

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2.	Club House charges	Rs. _____/-
3.	Corpus Fund	Rs. _____/-
4.	Maintenance Charges for two years	Rs. _____/-
	Total:	Rs. _____/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the ALLOTTEE to the PROMOTER towards the Plot with Villa;
 - (ii) The Total Price above is excluding the GST or any other taxes payable on sale of the Schedule "A" Plot with Villa hereunder and the PURCHASER/ALLOTTEE herein shall pay the same.
 - (iii) The PROMOTER shall periodically intimate in writing to the ALLOTTEE, the amount payable as stated in (i) and (ii) 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;
 - (iv) The Total Price of Plot with Villa includes recovery of price of land, cost towards common areas, development charges, cost of infrastructure, maintenance charges, corpus fund and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Plot with Villa 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. 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 amenities (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is affected) in respect of the Plot with Villa, 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

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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 facilities, common areas and infrastructure in the layout provided by the PROMOTER, for which the PROMOTER shall not be liable after handing over.

1.6. The PROMOTER agrees and acknowledges, the ALLOTTEE shall have the right to the Plot with Villa as mentioned below:

- (i) The ALLOTTEE shall have exclusive ownership of the Plot with Villa;
- (ii) The ALLOTTEE shall also have undivided proportionate share in the Common Areas, facilities and infrastructure provided in the layout. Since the share / interest of ALLOTTEE in the Common Areas, facilities and infrastructure is undivided and cannot be divided or separated, the ALLOTTEE shall use the Common Areas, facilities and infrastructure along with other owners of the Plots with Villas/occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the PROMOTER shall hand over the common areas, facilities and infrastructure to the association of ALLOTTEEs/owners of the Plots with Villas in the layout after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Plot with Villa includes recovery of price of land, cost towards common areas, development charges, cost of infrastructure, maintenance charges, corpus fund and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Plot with Villa and the Project;
- (iv) The ALLOTTEE has the right to visit the project site to assess the extent of development of the project.

1.7. The VENDOR/PROMOTER herein informed the ALLOTTEE/Purchaser that there is a proposal of bringing in the adjacent land of the existing layout for the purpose of clubbing the same with the present layout for obtaining better elegance, common amenities to the project and further represented that in the event of bringing in the additional land into the existing layout, the revised layout permission will be obtained from the Authorities and on such revision, all the Plots with Villas in the existing layout and the Plots with Villas on such additional land including the common areas, facilities and amenities will be integrated into a single layout for the common benefit and enjoyment of all the Plot with Villa owners in such layout. Pursuant to said representations, the ALLOTTEE/Purchaser herein expressed his/her no objection for bringing in such additional land to the existing layout and for obtaining revised layout permission.

1.8. The PROMOTER agrees to pay all outgoings before transferring the physical possession of the Plot with Villa to the ALLOTTEEs, 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 Plots with Villas 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 there for by such authority or person.

For CYBERCITY BLUE EDGE LLP



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- 1.9. The ALLOTTEE has paid a sum of Rs. _____/ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot with Villa 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 Plot with Villa 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/she shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the PROMOTER abiding by the layout development 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 '_____' payable at _____.

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 for 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 Plot with Villa applied for herein in any way and the PROMOTER shall be issuing the payment receipts in favour of the ALLOTTEE only.

4. 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 Plot with Villa, if any, in his/her name and the ALLOTTEE undertakes not to object/demand/direct the PROMOTER to adjust his/her payments in any manner.

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5. TIME IS ESSENCE:

The PROMOTER shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Plot with Villa to the ALLOTTEE and the common areas to the association of ALLOTTEES or the competent authority, as the case may be.

6. DEVELOPMENT OF THE LAYOUT INCLUDING COMMON AREAS AND FACILITIES:

The ALLOTTEE has seen the proposed layout plan, specifications, amenities and facilities of the Plot with Villa and accepted the plan, payment plan and the specifications, amenities and facilities as per sanction permit 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 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 and density norms and provisions prescribed under relevant laws and Rules and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the PROMOTER shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT WITH VILLA:

7.1. Schedule for possession of the said Plot with Villa-

The PROMOTER agrees and understands that timely delivery of possession of the Plot with Villa 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 Plot with Villa along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **09-10-2027**, 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 Plot with Villa, 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 Final Layout Permit/Sanction from the competent authority shall offer in writing the possession of the Plot with Villa, 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 said Final Layout Permit/Sanction. If the ALLOTTEE fails to take delivery within the time specified in the notice, he shall be liable for payment of all on-goings including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of

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the ALLOTTEE shall be carried out by the PROMOTER within 3 months from the date of issue of Final Layout Permit/Sanction]. 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 copy of Final Layout Permit/Sanction to the ALLOTTEE at the time of conveyance of the same.

7.3. Failure of ALLOTTEE to take Possession of Plot with Villa -

Upon receiving a written intimation from the PROMOTER as per Para-7.2, the ALLOTTEE shall take possession of the Plot with Villa 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 Plot with Villa 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 Final Layout Permit/Sanction and handing over physical possession of the Plot with Villa/s to the ALLOTTEE/s, it shall be the responsibility of the PROMOTER to hand over the necessary documents and plans, including common areas, to the association of ALLOTTEES or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the PROMOTER shall handover the necessary documents and plans, including common areas, to the association of ALLOTTEES or the competent authority, as the case may be, within thirty days after obtaining the Final Layout Permit/Sanction].

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 Plot with Villa 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 Plot with Villa (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/PROMOTER 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

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available, to return the total amount received by him in respect of the Plot with Villa, 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 Plot with Villa, 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; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot with Villa 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 and Plot with Villa 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 Plot with Villa 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 Plot with Villa 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 Plot with Villa 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,

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levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the Final Layout Permit/Sanction has been issued and possession of Plot with Villa 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
 - (xii) 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 Plot with Villa may come, hereby covenants with the PROMOTER as follows: -
- (i) To maintain the Plot with Villa at the ALLOTTEE's own cost in good and tenantable repair and condition from the date that of possession of the Plot with Villa is taken and shall not do or suffer to be done anything in or to the Plot with Villa is situated which may be against the rules, regulations or bye-laws and the Plot with Villa itself or any part thereof without the consent of the local authorities, if required.
 - (ii) Not to store in the Plot with Villa any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the Plot with Villa, common areas, amenities and facilities in which the Plot with Villa is situated or storing of which goods is objected to by the concerned local or other authority and in case any damage is caused to the Plot with Villa, common areas, facilities and amenities 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 Plot with Villa and maintain the Plot with Villa 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 Plot with Villa 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 do or permit to be done any act or thing which may render void or voidable any insurance of the project land, common areas, facilities and amenities in which the Plot with Villa is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - (v) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot with Villa in the compound or any portion of the project land.
 - (vi) Pay to the PROMOTER within fifteen days of demand by the PROMOTER, his share of security deposit demanded by the concerned

For CYBERCITY BLUE EDGE LLP

local authority or Government for giving water, electricity or any other service connection to the building in which the Plot with Villa is situated.

- (vii) 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 Plot with Villa by the ALLOTTEE for any purposes other than for purpose for which it is sold.
- (viii) 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 layout and the Plots with Villas therein and for the observance and performance of the 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 Plot with Villa and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (ix) Till a conveyance of the common areas, services and amenities of the Project in which Plot with Villa is situated is executed in favour of Society/Limited Company/Association and till all the Plots with Villas are sold off, the ALLOTTEE shall permits the PROMOTER and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said layout or any part thereof to view and examine the state and condition thereof.
- (x) Till a conveyance of the common areas, services and amenities of the layout/project in which Plot with Villa is situated is executed in favour of Apex Body/Federation/Association and till all the plos in the layout are sold off, the ALLOTTEE shall permits 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:

9.1. 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 Plot with Villa 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 Plot with Villa shall be in a usable 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 Final Layout Permit/Sanction, has been issued by the competent authority;
- (ii) Discontinuance of the PROMOTER's business as a Developer/PROMOTER on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

For CYBERCITY BLUE EDGE LLP

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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 development milestones of the layout 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 Plot with Villa, 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 Plot with Villa, 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 upon 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 prescribed in the Rules;
- (ii) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond **two** consecutive months after notice from the PROMOTER in this regard, the PROMOTER may cancel the allotment of the Plot with Villa 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 Plot with Villa/Plot with Villa to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID PLOT WITH VILLA:

The PROMOTER, on receipt of Total Price of the Plot with Villa as per Para-1.2 under the Agreement from the ALLOTTEE, shall execute a conveyance deed and convey the title of the Plot with Villa within 3 months from the date of issuance of the Final Layout Permit/Sanction 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 Final Layout Permit/Sanction]. 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.

For CYBERCITY BLUE EDGE LLP



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11. MAINTENANCE OF THE SAID PLOT WITH VILLA AND THE LAYOUT, COMMON AREAS, AMENITIES, FACILITIES/PROJECT:

- (i) 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 with Villas 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.
- (ii) All other infrastructural facilities, including the equipment like electrical or electronic equipment, motors, pumps, 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 with Villa.

12. DEFECT LIABILITY:

- (i) 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.
- (ii) Notwithstanding anything contained in the above clause the following exclusions are made
 - (a) Equipment (motors, STP, transformers etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The PROMOTER shall transfer manufacturers guarantees/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.
- (iii) The ALLOTTEES shall maintain the Plots with Villas, common areas, facilities and amenities in good tenantable conditions and carry out the internal repairs for the upkeep of the Plots with Villas. The association of the ALLOTTEES or its assigns shall maintain the common areas, facilities and amenities in good condition and covered with proper AMC and insurance. The obligation of the Developer/PROMOTERs shall be subject to proper maintenance and upkeep of the Plots with Villas/services and amenities by the ALLOTTEE or the association of the ALLOTTEES as the case may be.

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13. RIGHT TO ENTER THE PLOT WITH VILLA FOR REPAIRS:

The PROMOTER / maintenance agency /association of ALLOTTEES shall have rights of unrestricted access of all Common Areas, facilities, Plots with Villas for providing necessary maintenance services and the ALLOTTEE agrees to permit the association of ALLOTTEES and/or maintenance agency to enter into the Plot with Villa 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 if any, as located within the **"VILLA VERDE BY CYBERCITY"** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT WITH VILLA:

- 15.1. Subject to Para-12 above, the ALLOTTEE shall, after taking possession, be solely responsible to maintain the Plot with Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot with Villa, or to the common areas, facilities and amenities of the layout which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot with Villa and keep the Plot with Villa, its 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.
- 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 Plot with Villa or anywhere in the layout or Common Areas. Further the ALLOTTEE shall not store any hazardous or combustible goods in the Plot with Villa or place any heavy material in the common passages. The ALLOTTEE shall also not remove the boundary stones of the Plot with Villa.
- 15.3. 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 Plot with Villa 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.

For CYBERCITY BLUE EDGE LLP



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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 Plot with Villa or the land underneath or the receivables, subject to the condition that the Plot with Villa 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 Final Layout Permit/Sanction 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 Plot with Villa 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.
- (d) The promoter shall handover /transfer as per the rules applicable, the amenities block -CLUB HOUSE with an area of 3293.21 Sq. Mtrs. built up area constructed as approved by GHMC to the Association of Allottees in accordance with section 11(4)(a) & (f) of the Act 2016. This Club house and common areas are accessible to the Phase I and Phase II Allottees.

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 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 Plot with Villa/Plot with Villa/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 Plot with Villa and the Project shall equally be applicable to and enforceable against and by any subsequent ALLOTTEES of the Plot with Villa, in case of a transfer, as the said obligations go along with the Plot with Villa 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 Plot bears to the total carpet area of all the Plots in the Project.

For CYBERCITY BLUE EDGE LLP



Authorised Signatory

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, 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 concerned Sub-Registrar.

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:

_____	Name of ALLOTTEE
_____	(ALLOTTEE Address)
M/s CYBERCITY BLUE EDGE LLP	(PROMOTER name)
_____	(PROMOTER Address)

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 Plot with Villa, Plot with Villa or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Plot with Villa, Plot with Villa 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.

For CYBERCITY BLUE EDGE LLP

Authorised Signatory

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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PURCHASER/ALLOTTEE:

Signature _____

Name _____

Address _____

Please affix
photograph and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

VENDOR/LANDOWNER/DEVELOPER/PROMOTER:

Signature (Authorized Signatory) _____

Name K.Kiran Kumar Reddy

Address: Hyderabad

At _____ on _____ in the presence of:



WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE PROJECT LAND(Phase I & II)

All that the land admeasuring **Ac.13-15.12 guntas (Phase I -50402.5 Sq.m & II-3736.43 Sq.m)** forming part of Sy.Nos.1011/1, 1011/2 & 1011/12, situated at the then Baghameer Village, now known as Kukatpally Village and Mandal, Medchal-Malkajgiri District, Telangana and the same is bounded by:-

NORTH	: Neighbours Land
SOUTH	: Vendors Land
EAST	: Road
WEST	: Neighbours Land

For CYBERCITY BLUE EDGE LLP

Authorised Signatory

SCHEDULE 'A' PLOT WITH VILLA (Phase I)

(The Plot with Villa hereby agreed to be sold to the PURCHASER/s)

All that the Plot with Villa of land admeasuring _____ **Square Yards or**
_____ **Square Meters** bearing **Plot with Villa No.** _____ in the approved layout
of HMDA (vide Permit No.000130/LO/Plg/HMDA/2018, dated 02-07-2018) known as "**VILLA**
VERDE BY CYBERCITY" developed on the Schedule Project Land herein and the Schedule
"A" Plot with Villa is bounded by:-

NORTH:

SOUTH:

EAST :

WEST :

SCHEDULE 'B' - PLAN OF THE PLOT WITH VILLA

SCHEDULE 'C' - PAYMENT SCHEDULE

The payment schedule will vary according to the size of Villa with Plot constructed in the
Schedule Project Land herein.

The PURCHASER/s hereby agrees and undertakes to pay all taxes such as Goods and
Service Tax (Including CGST and SGST) and other taxes etc., as levied or to be levied by
the State and Central Government from time to time, based on existing statutes or basing
on future legislations, in respect of the sale of the Schedule 'A' Plot with Villa. For this
purpose, PURCHASER/s undertakes to indemnify the VENDOR/Developer to meet the
demands of the State and Central Government authorities or Statutory Authorities in
respect of the Schedule Project Land. The PURCHASER/s accept /s that the price of the
schedule property has been fixed after considering the benefits of GST input tax credit that
needs to be passed on.

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For CYBERCITY BLUE EDGE LLP



Authorised Signatory

ANNEXURE-A
BRIEF LINK/FLOW OF TITLE IN RESPECT OF SCHEDULE PROJECT LAND:

WHEREAS Gulf Oil Corporation Limited was the absolute owner and possessor of the land totally admeasuring **Ac.76-26 guntas** comprising of:-

- Sy.No.627 admeasuring Ac.3-25 guntas,
- Sy.No.629 admeasuring Ac.3-30 guntas,
- Sy.No.1011/1 admeasuring Ac.19-10 guntas,
- Sy.No.1011/2 admeasuring Ac.10-21 guntas,
- Sy.No.1011/3 admeasuring Ac.08-19 guntas,
- Sy.No.1011/4 admeasuring Ac.12-09 guntas and
- Sy.No.1011/12 admeasuring Ac.18-07 guntas,

situated at Kukatpally Village and it had in turn entrusted the same to one Hinduja Estates Pvt. Ltd. for the purpose of development of the same into various components in different phases and executed a Joint Development Agreement dated 30-07-2012 in its favour, which was registered as document No.5332 of 2012 with the office of the Sub-Registrar, Kukatpally.

WHEREAS originally the GOCL Corporation Limited has acquired the land totally admeasuring Ac.247-08 guntas in following survey numbers as under:-

1. Partly vide LAO, Industries Award No.D/369/66, dated 13-12-1967 issued in favour of GOCL Corporation Limited in respect of the land admeasuring Acres 105.10 or Ac.105-04 guntas (equivalent to 5,08,684 Sq.yds) in Survey Nos.627, 629, 1011/4, 1011/1, 1011/2, 1011/3, 1013,1014, 1015, 1016, 1017, 1021, 1022 **and**
2. Partly vide Memo No.Q2/6104/63-8 dated, 07-09-1964 in respect of the land admeasuring Acres 142.10 or Ac.142-04 guntas (equivalent to 6,87,764 Sq.yds) in Survey Nos.1011/12 and 1012 alienated in favour of GOCL Corporation Limited.

WHEREAS earlier said GOCL Corporation Limited entered into a Joint Development Agreement dated 30-07-2012 with Hinduja Estates Private Limited for development of the land admeasuring Ac.76.025 or **Ac.76-26 guntas** (equivalent to 3,67,961 Sq.yds), situated at Kukatpally, Hyderabad, Telangana, which is out of above said larger land and the parties to the said JDA agreed that the total land was inadvertently mentioned as Acres 76.65 instead of Acres 76.025 and the extent of total JDA land **reduced by Ac.44.25 or Ac.44-10 guntas** or 214170 Sq.yds or 179073.4 Sq.mts (from Ac.76-26 guntas) comprising of (a) 3.625 Acres in Sy.No.627, (b) 3.750 Acres in Sy.No.629, (c) 19.250 Acres in Sy.No.1011/1, (d) 10.525 Acres in Sy.No.1011/2, (e) 8.475 Acres in Sy.No.1011/3, (f) 12.225 Acres in Sy.No.1011/4 and (g) 18.175 Acres in Sy.No.1011/12 and the developer viz., Hinduja Estates Pvt. Ltd. along with said GOCL Corporation Limited has relinquished all its rights under the above said JDA in favour of the Purchaser viz., Squarespace Infra City Pvt. Ltd. in respect of the said land admeasuring **Ac.44-10 guntas** vide Agreement for reduction in extent of development rights dated 18-01-2022, which was registered as document No.522 of 2022 with the office of Sub-Registrar, Kukatpally and after reduction of above said extent of **Ac.44-10 guntas from Ac.76-26 guntas** by way of relinquishment under the said Agreement dated 18-01-2022, ultimately, the above said JDA is restricted to **Ac.32-16 guntas**.

WHEREAS said GOCL Corporation Limited has agreed and undertaken to alienate, convey and transfer the land totally admeasuring Ac.44.25 or **Ac.44-10 guntas** or 214170 Sq.yds or 179073.4 Sq.mts comprising of (a) 3.625 Acres in Sy.No.627, (b) 3.750 Acres in Sy.No.629, (c) 19.250 Acres in Sy.No.1011/1, (d) 10.525 Acres in Sy.No.1011/2, (e) 8.475 Acres in Sy.No.1011/3, (f) 12.225 Acres in Sy.No.1011/4 and (g) 18.175 Acres in Sy.No.1011/12 of Kukatpally Village in favour of said Squarespace Infra City Pvt. Ltd. through an Agreement of Sale dated 18-01-2022, which was registered as document No.523 of 2022 with the office of Sub-Registrar, Kukatpally.

For **CYBERCITY BLUE EDGE LLP**

WHEREAS said GOCL Corporation Limited being the absolute owner and possessor of the above said land totally admeasuring Ac.44.25 or **Ac.44-10 guntas** or 214170 Sq.yds or 179073.4 Sq.mts comprising of (a) 3.625 Acres in Sy.No.627, (b) 3.750 Acres in Sy.No.629, (c) 19.250 Acres in Sy.No.1011/1, (d) 10.525 Acres in Sy.No.1011/2, (e) 8.475 Acres in Sy.No.1011/3, (f) 12.225 Acres in Sy.No.1011/4 and (g) 18.175 Acres in Sy.No.1011/12 of Kukatpally Village, has in turn alienated, conveyed and transferred the same in favour of above said Agreement holder viz., Squarespace Infra City Pvt. Ltd. through below-mentioned two registered Sale Deeds:-

- (a) Part of land admeasuring **Ac.32-00 guntas** in Sy.Nos.1011/1, 1011/2, 1011/3 & 1011/4, situated at Kukatpally Village and Mandal, Medchal-Malkajgiri District through a Sale Deed dated 27-05-2022, which was registered as document No.4552 of 2022 with the office of Sub-Registrar, Kukatpally;
- (b) Part of land admeasuring **Ac.12-10 guntas** or Ac.12.25 in Sy.Nos.1011/1, 1011/2, 1011/3 & 1011/4, situated at Kukatpally Village and Mandal, Medchal-Malkajgiri District through a Sale Deed dated 27-09-2022, which was registered as document No.7973 of 2022 with the office of Sub-Registrar, Kukatpally;

WHEREAS the Collector, Medchal-Malkajgiri District has issued a Certificate bearing No.LC/2281/2008 holding that (a) the government accorded permission for the issuance of the Sale Certificate and No Objection Certificate (NOC) in favour of GOCL Corporation Limited in respect of land measuring Acres 333.175, (b) the said land was delivered to GOCL Corporation Limited through Government Memos, Orders and Land Acquisition Proceedings mentioned therein and (c) confirmed that GOCL Corporation is the occupier of the said larger extent of land in various survey numbers mentioned therein and the market value for the same has been duly paid and there is no Government's interest is involved in the said land and the Sale Certificate is therefore issued 'for all purposes'.

WHEREAS the Parties to the above referred two Sale Deeds bearing document Nos.4552 & 7973 of 2022, have corrected and rectified the wrongly mentioned survey number-wise extents vide two Rectification Deeds both dated 15-04-2024 bearing document Nos.3009 & 3010 of 2024 with the office of Sub-Registrar, Kukatpally.

WHEREAS said GOCL Corporation Limited being the absolute owner and possessor of the land admeasuring **Ac.12-20 guntas** or Ac.12.50 or 60,500 Sq.yds comprising of Sy.No.1011/1 admeasuring Ac.2-00 guntas, Sy.No.1011/2 admeasuring Ac.3-20 guntas and Sy.No.1011/12 admeasuring Ac.7-00 guntas, situated at Kukatpally Village and Mandal, Medchal-Malkajgiri District [i.e., **part of schedule project land herein**], which is out of above said JDA land admeasuring Ac.32-16 guntas, has executed the above said ASGPA in favour of Squarespace Builders Pvt. Ltd., whereunder, the said owner (along with developer under above said JDA dated 30-07-2012) has agreed and undertaken to alienate, convey and transfer the same in favour of said purchaser and further the said owner has also appointed, nominated, constituted and retained the said purchaser as his lawful power of attorney holder to do, perform and execute several things, acts and deeds in respect of the said land including the power to execute and register Sale Deeds in its own favour or in favour of its nominee/s or prospective purchasers, to receive sale consideration and to deliver the vacant possession of said land and executed an Agreement of Sale -cum- GPA with Possession dated 15-04-2024 in its favour, which was registered as document No.3057 of 2024 with the office of Sub-Registrar, Kukatpally.

WHEREAS said GOCL Corporation Limited, represented by its Agreement of Sale - cum- GPA holder: Squarespace Builders Pvt. Ltd. being the absolute owner and possessor of the land admeasuring **Ac.12-20 guntas** or Ac.12.50 or 60,500 Sq.yds comprising of Sy.No.1011/1 admeasuring Ac.2-00 guntas, Sy.No.1011/2 admeasuring Ac.3-20 guntas and Sy.No.1011/12 admeasuring Ac.7-00 guntas, situated at Kukatpally Village and

For CYBERCITY BLUE EDGE LLP



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Mandal, Medchal-Malkajgiri District [i.e., **part of schedule project land herein**], had in turn alienated, conveyed and transferred the same in favour of one **CYBERCITY BLUE EDGE LLP i.e., VENDOR hereinabove** through a Sale Deed dated 19-04-2024, which was registered as document No.3186 of 2024 with the office of Sub-Registrar, Kukatpally.

WHEREAS originally said M/s GOCL Corporation Limited was the absolute owner and possessor of the above said larger extent of land including the land admeasuring **Ac.13-15.12 guntas** forming part of Sy.Nos.1011/1, 1011/2 & 1011/12, situated at the then Baghameer Village, now known as Kukatpally Village and Mandal, Medchal-Malkajgiri District, Telangana [i.e., **Schedule Project Land herein**], which has submitted plans to the Greater Hyderabad Municipal Corporation (GHMC) for the purpose of development of the same into a layout of plots with villas constructed thereon and after scrutiny and collecting required fees and charges, it has accorded Layout with Housing Permit Order vide Permit No.3079/GHMC/KPL/2024-LO, dated 09-10-2024 in File No.008197/GHMC/3825/KPL1/2024-LO in favour of said M/s GOCL Corporation Limited (i.e., vendor of the VENDOR herein).

WHEREAS subsequently said M/s GOCL Corporation Limited has in turn alienated, conveyed and transferred the land admeasuring **Ac.12-20 guntas** or Ac.12.50 or 60,500 Sq.yds (**out of Ac.13-15.12 guntas**) comprising of Sy.No.1011/1 admeasuring Ac.2-00 guntas, Sy.No.1011/2 admeasuring Ac.3-20 guntas and Sy.No.1011/12 admeasuring Ac.7-00 guntas, situated at Kukatpally Village and Mandal, Medchal-Malkajgiri District in favour of **Cybercity Blue Edge LLP** [i.e., VENDOR herein] through a Sale Deed dated 19-04-2024, which was registered as document No.3186 of 2024 with the office of Sub-Registrar, Kukatpally.

WHEREAS though by the time, the VENDOR herein became the absolute owner and possessor of the land admeasuring **Ac.12-20 guntas**, its vendor viz., GOCL Corporation Limited already obtained above said Permit and Sanctioned Order from the GHMC in respect of the land admeasuring **Ac.13-15.12 guntas**.

WHEREAS the VENDOR herein is now contemplating for the development of the proposed project on the above said total land admeasuring **Ac.13-15.12 guntas** by constructing 89 villas in the following two different phases:-

Phase-I in Ac.12-10.12 guntas comprising of 81 Villas with a Club House

Phase-II in Ac.1-05.07 guntas comprising of 8 Villas (bearing Plot/Villa Nos.10, 11, 13, 14, 16, 17, 19 & 20) will be developed as per the Permit after the VENDOR of First Part herein obtaining title over the said Ac.1-05.07 guntas from the said GOCL Corporation Limited during the process of development of Phase-I itself. So that, on development of Phases-I & II, the total project as per the Permit Order will be implemented., and the club house of the project is meant for Phase I & II Allotees. The fact of development of the total project in the said two different phases in the above manner will be disclosed to all the purchasers of Villas with Plots in Phase-I comprising of 81 Villas with Plots and club house and upon completion of the said Phases-I & II, all the roads and open spaces of the Sanctioned Project Land will be handed over to the Local Authority before obtaining the Occupancy Certificate from the GHMC.

For **CYBERCITY BLUE EDGE LLP**



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