

AGREEMENT FOR SALE

(Flat No.____, Omsree Heights)

[See rule 38]

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2020,

By and Between

- 1. M/s. OM SREE BUILDERS AND DEVELOPERS**, a partnership firm with registration Number 1148 of 2010, registered under the Indian Partnership Act, 1932, having its principal place of business at Survey No.213, beside Valerian School, Yapral, Telangana State, (PAN AACFO4204A), represented by its partners authorized vide partnership deed :

Sri MANSUKHBHAI PATEL, S/o. SRI RANCHHODBHAI PATEL, (Aadhar no. 8685 3539 3154) about 59 years, Resident of H.No.5-8-45/18, Royal Garden Society, Yapral, Secunderabad- 500 087.

Sri VASANTLAL PATEL, S/o. SRI POPATBHAI PATEL, (Aadhar no. 7944 7378 3109) aged about 57 years, occupation: Business, Resident of House No.5-8-44/D, Plot No. 132, Mani Enclave, Yapral, Secunderabad- 500 087.

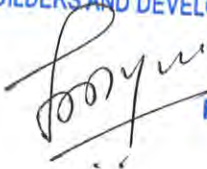
For OMSREE BUILDERS AND DEVELOPERS

Partner

Sri BHARAT PATEL, S/o. SRI ARJANBHAI PATEL, (Aadhar no. 6859 5126 6625) aged about 49 years, occupation: Business, Resident of House No.5-8-44/D, Plot No. 130, Mani Enclave, Yapral, Secunderabad- 500 087.

2. **Smt. A. Aruna Reddy, W/o. Sri. A. Ram Reddy, aged about 53 Years, Occupation: Housewife, R/o. Resident of House No. 2-3-35, Pent house, Sri Sai Residency, Amberpet, Hyderabad. Aadhaar No. 203839099110, Pan No. ACZPA4108J.**
3. **Sri. A. Vikram Reddy, S/o. Sri. A. Ram Reddy, aged about 31 Years, Occupation: Business, R/o. H.No. 2-3-35, Pent house, Sri Sai Residency, Amberpet, Hyderabad. Aadhaar No. 827318601872, Pan No. AYBPA6799D.**
4. **Smt. A. Swathi Reddy, W/o. R Rahul Reddy D/o. Sri. A. Ram Reddy, aged about 29 Years, Occupation: Student, R/o. H.No. 2-3-35, Pent house, Sri Sai Residency, Amberpet, Hyderabad. Aadhaar No. 573069044226, Pan No. AYBPA6800H.**
5. **Sri. Gomaram. Ram Reddy, S/o. Late Sri Gomaram Veera Reddy, aged about 59 Years, Occupation: Retired Bank Officer, Plot No 27/3, Saraswathi Nagar Colony, Lothkunta, Trimulgherry post, Secunderabad - 500015. Pan No. ADBPG1495R.**
6. **Smt. Gomaram Annapurna, W/o. Sri. Gomaram Ram Reddy, aged about 55 Years, Occupation: Housewife, Resident of Plot No 27/3, Saraswathi Nagar Colony, Lothkunta, Trimulgherry post, Secunderabad - 500015. Pan No. AHLPG6853B.**
7. **Sri. Gomaram Dinesh Reddy, S/o. Sri. Gomaram Ram Reddy, aged about 30 Years, Occupation: Software Engineer, Resident of Plot No 27/3, Saraswathi Nagar Colony, Lothkunta, Trimulgherry post, Secunderabad - 500015. Pan No. BQUPG0540G.**
8. **Smt. Gomaram Deepthi Reddy, D/o. Sri. Gomaram Ram Reddy, aged about 26 Years, Occupation: Private Employee, Resident of 27/3, Saraswathi Nagar Colony, Lothkunta Trimulgherry Post, Secunderabad - 500015. Pan No. ARJPG1714H.**
9. **Sri Gomaram Pratap Reddy, S/o. Sri. G Janga Reddy, aged about 65 Years, Occupation: Business, Resident of House No 1-99, Kowkooor Village, Alwal Mandal, Medchal-Malkajgiri District, Pan No. APOPG7491L, Aadhar No. 3412 1454 2436.**
10. **Sri Gomaram Madhav Reddy, S/o. Sri. G Pratap Reddy, aged about 33 Years, Occupation: Business, Resident of House No 1-99, Kowkooor Village, Alwal Mandal, Medchal-Malkajgiri District, Pan No. AMOPG3905G, Aadhar No. 9921 7260 7869.**
11. **Sri Gomaram Sitaram Reddy, S/o. Sri. G Pratap Reddy, aged about 42 Years, Occupation: Business, Resident of House No 1-99, Kowkooor Village, Alwal Mandal, Medchal-Malkajgiri District, Pan No. AKTPG9586C, Aadhar No. 2379 7337 0411.**

For OMSREE BUILDERS AND DEVELOPERS


Partner

Hereinafter called the '**PARTIES OF THE FIRST PART/LANDOWNER/BUILDER**' the expression shall mean and include all their heirs, executors, administrators, legal representatives and assignees of the ONE PART.

(Herein after called the "LAND OWNER")

(Land owners and Builder herein after called and referred to as '**PROMOTERS**')

INFAVOUR OF

1 Mr _____ , W/o. Mr. _____, aged about ____ years, occupation: _____, (Aadhar No. _____), (PAN No. _____).

Presently R/o _____

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

The Promoters and 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:

Whereas, **FIRST PARTY NO.1.**, are the absolute owner and possessor of the land in Survey Nos. 188/ఎ /3, 188 & 188/ ఎ, and 188, 188/ ఎ admeasuring **Acres. 1 - 11.5 Guntas (Ac. 0 - 51.5 Guntas)** i.e., 6231.5 Square Yards, or 5210.32 Square Meters, situated at KOWKOOR VILLAGE, under Greater Hyderabad Municipal Corporation, Alwal Circle, the then Malkajgiri Mandal, R.R. District, now newly formed as Alwal Mandal, Medchal - Malkajgiri District, The First Party No. 1 purchased the same from **Sri. KASI RAMESH S/o. Late. Sri . K. SATTAIAH**, vide Registered Sale Deed **Document No. 3151/2017, dt: 07.04.2011**, Registered at Sub Registrar Office, Malkajgiri, Medchal - Malkajgiri District, Telangana.

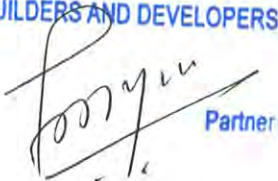
Whereas, **FIRST PARTY NO.1.**, are the absolute owner and possessor of the land in Survey Nos. 188/E, 188/ E, 188, & 188/ఁ, 188 & 188 బా admeasuring **Acres. 1 – 10.5 Guntas** i.e., 6110.5 Square Yards, or 5109.16 Square Meters, situated at KOWKOOR VILLAGE, under Greater Hyderabad Municipal Corporation, Alwal Circle, the then Malkajgiri Mandal, R.R. District, now newly formed as Alwal Mandal, Medchal – Malkajgiri District, The First Party No. 1 purchased the same from **1) SRI VENKATA RAMANA CONSTRUCTIONS REP BY Sri. A. RAM REDDY S/o. Late A. MALLA REDDY, 2) A. SWATHI REDDY D/o. Sri . A. RAM REDDY 3) Sri. B. JOGI REDDY S/o. Late. B. RAJI REDDY**, vide Registered Sale Deed **Document No. 4499/2017, dt: 17.08.2017**, Registered at Sub Registrar Office, Malkajgiri, Medchal – Malkajgiri District, Telangana.

Whereas, **FIRST PARTY NO.1.**, are the absolute owner and possessor of the land in Survey Nos. 188/A, admeasuring **Acres. 1 – 23.5 Guntas** i.e., 7683.5 Square Yards, situated at KOWKOOR VILLAGE, under Greater Hyderabad Municipal Corporation, Alwal Circle and Mandal, Medchal – Malkajgiri District, The First Party No. 1 purchased the same from **1) Sri. GOMARAM SRIDHAR REDDY, S/o. Sri. G. RAJA REDDY 2) Sri. GOMARAM RAJA REDDY S/o. Late. GOMARAM VEERA REDDY** vide Registered Sale Deed **Document No. 723/2020, dt: 03.02.2020**, Registered at Sub Registrar Office, Malkajgiri, Medchal – Malkajgiri District, Telangana.

Whereas, **FIRST PARTY NO.1.**, are the absolute owner and possessor of the land in Survey Nos. 188/ ఁ & 196/ ఁ /1/1/1/2 (OLD No. 196/ ఁ), admeasuring **Acres. 0 – 21 Guntas** or equivalent to 2541 Square Yards, situated at KOWKOOR VILLAGE, under Greater Hyderabad Municipal Corporation, Alwal Circle and Mandal, Medchal – Malkajgiri District, The First Party No. 1 purchased the same from **1) Sri. GOMARAM SRIDHAR REDDY, S/o. Sri. G. RAJA REDDY 2) Sri. GOMARAM RAJA REDDY S/o. Late. GOMARAM VEERA REDDY** vide Registered Sale Deed **Document No. 724/2020, dt: 03.02.2020**, Registered at Sub Registrar Office, Malkajgiri, Medchal – Malkajgiri District, Telangana.

Hence the Parties of the **First Part No.1** are the absolute owner of land **admeasuring 18868.46 Sq meters or 22566.5 Sq Yards** for their better advantage have intended to develop their lands into a residential multi – storied apartments/buildings, For common interest of others land owner **M/s. OMSREE BUILDERS AND DEVELOPERS i.e. BUILDER**, has taken the permission to develop their land jointly as a single project in **Survey No. 188(P) & 196(P)** situated at KOWKOOR VILLAGE, under Greater Hyderabad Municipal Corporation, Alwal Circle and Mandal, Medchal – Malkajgiri District.

For OMSREE BUILDERS AND DEVELOPERS


Partner

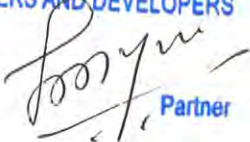
Whereas, **FIRST PARTY No. 2 ,3, 4**, are the absolute owners of the Land Admeasuring **Acres 2 -24 Guntas, or equal to 12584 Square Yards, or 10520.22 Square Meters**, in Survey Nos. 188/౩, 188/౪, 196/౫, 196/౬, 196/౭, 188, 188/౮, Situated at **KOWKOOR VILLAGE**, under Greater Hyderabad Municipal Corporation, Alwal Circle, the then Malkajgiri Mandal, R.R. District, now newly formed as Alwal Mandal, Medchal – Malkajgiri District and executed the **DAGPA with Registered Document No. 3155/2017 dated : 28th June 2017 with M/s. OMSREE BUILDERS AND DEVELOPERS.**

Whereas, **FIRST PARTY No. 5, 6, 7, and 8** are the absolute owners of the Land Admeasuring **Acres 2 - 4.5 Guntas., (equal to 10224.5 Square Yards)** in Survey Nos. 188/౯ and Survey No. 196/౧౦, Situated at **KOWKOOR VILLAGE**, under Greater Hyderabad Municipal Corporation, Alwal Circle, the then Malkajgiri Mandal, R.R. District, now newly formed as Alwal Mandal, Medchal – Malkajgiri District and executed the **DAGPA with M/s. Om Sree Builders and Developers**, to Develop the their respective extent of land measuring **Ac. 2- 4.5 Gts., (equal to 10224.5 sq yards)** in Survey No. 188/౯, and Survey No. 196/౧౦, belonging to party of First Part into a residential complex, and the Developers having accepted the said offer and have agreed to develop the said property and executed the **DAGPA With Registered Document No. 3081/2016 dated : 24th May 2016 and vide Supplemental Deed Document No. 2267/2020 dated : 27th May 2020.**

Whereas the **First Part No. 9** is the absolute owner of the Land Admeasuring **Acres 0 - 10 Guntas., (equal to 1210 Square Yards)**, and Party No. 10 & 11 are the consenting party Situated in Survey No. 196/౧౧, at **KOWKOOR VILLAGE**, under Greater Hyderabad Municipal Corporation, Alwal Circle, the then Malkajgiri Mandal, R.R. District, now newly formed as Alwal Mandal, Medchal – Malkajgiri District and approached to the Second Party **M/s. Om Sree Builders and Developers**, to develop the land and executed the **DAGPA With Registered Document No. 6612/2017 dated : 16th November 2017 and vide Supplemental Deed Document No. 699/2020 dated : 30th January 2020.**

Hence the Parties of the **First Part No. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 & 11** are the absolute owner of land **admeasuring 38671.28 Sq meters or 46250.46 Sq Yards** for their better advantage have intended to develop their lands into a residential multi – storied apartments/buildings, For common interest they have approached to the **M/s. OMSREE BUILDERS AND DEVELOPERS i.e. BUILDER**, for the development of their land and Builder accepted the offer for development. The developer/builder has taken the permission to develop their land jointly as a single project along with other landowner in **Survey No. 188(P) & 196(P)** for the total **admeasuring 46250.46 Sq Yards** situated at **KOWKOOR VILLAGE**, under Greater Hyderabad Municipal Corporation, Alwal Circle and Mandal, Medchal – Malkajgiri District.

For OMSREE BUILDERS AND DEVELOPERS


Partner

- A. The Said Land is earmarked for the purpose of building a residential project, comprising a multistoried apartment building and the said project shall be known as '**OM SREE HEIGHTS("Project")**' consisting of Ten Blocks i. e. Block A 1 Stilt + 10 Upper Floors, Block B 1 Stilt + 10 Upper Floors , Block C 1 Stilt +10 Upper Floors, Block - D 1 Stilt +10 Upper Floors, Block - E 2 Cellar + Stilt +10 Upper Floors, Block F 1 Stilt + 10 Upper Floors, Block G 1 Stilt + 10 Upper Floors, Block H 1 Stilt + 10 Upper Floors, Block I 1 Stilt + 10 Upper Floors, Block J 1 Stilt + 10 Upper Floors, 1 Ground + 6 Upper Floors for Amenity Block, consists of Multi Storied Apartments for residential purpose.
- B. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the Said Land on which Project is to be constructed have been completed;
- C. The Commissioner, Greater Hyderabad Municipal Corporation has sanctioned building permission plan vide Permit No: 1/C27/06578/2020, file No. 1/C27/06618/2019, Dated: 24 June, 2020, as per u/s. 388, 428 & 433 of GHMC Act, 1955 and A.P. Urban Areas (Dev), Act, 1975 and A.P. Building Rules 2012 for construction of Above Said Project.
- D. The Promoters have obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from GHMC. The Promoters agree and undertake that they shall not make any changes to these approved plans except in strict compliance with the bylaws of the GHMC and other laws as applicable;
- E. The Promoters have registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on Om Sree HEIGHTS Project under registration No._____.
- F. The Allottee has been allotted apartment Flat no. _____ Having Carpet Area of _____ Sq.ft (Inclusive of _____ Sq.ft of Balconies) Outerwall area of _____ Sq.ft and _____ Sq.ft of Proportionate Common Area, totally having a saleable area of _____ **sq. feet**, undivided share of land of _____ sq.yrds, type: _____ BHK, on _____ floor in **Om Sree HEIGHTS** along with two covered Car Parkings as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

For OMSREE BUILDERS AND DEVELOPERS

Partner


- H. According to the Telangana registration Act there is a provision for registering his/her flat in a Semi Finished condition, along with this Semi- finished registration Promoters must go for the Construction Agreement for the balance construction to Finish the flat with Allottee. This is financial arrangement to get the Loan Process according to Stage wise disbursement amount from the bank both Sale Deed and Construction Agreement is to be Considered to the Agreement of Sale for the Complete delivery of the flat.
- I. 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;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered parking as specified in para G.

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

1. TERMS:

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoters agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.
- 1.2. The Total Price for the Apartment based on the Saleable area is Rs. _____
(Rupees _____ Only) + Rs. 5% Value as GST/- (As per Prevailing Rate).

S.No.	PARTICULARS	RATE (Rs.)	AMOUNT (Rs.)
1	Basic Price - Per Sq. Feet		
2	Towards Club House Facilities		2,50,000
3	Infrastructure Charge		1,50,000
4	Car Parking's(2 No's)		4,00,000
(A)	SALE CONSIDERATION		
	GST (5%) (As per Prevailing Rate)	5%	

For OMSREE BUILDERS AND DEVELOPERS


Partner

	MAINTENANCE & CORPUS FUND	RATE	AMOUNT	GST
1	MAINTENANCE CHARGES (FOR 1 YEAR OF MAINTENANCE Rs. 5,000/- PER MONTH FOR 12 MONTHS) + GST 18%	5,000/- PER MONTH	___/-	___/-
2	CORPUS FUND (Rs. 50/- per sft) (TO THE ASSOCIATION)	50	___/-	NA
3	Documentation Charges		10,000/-	
(B)	MAINTENANCE CHARGES + CORPUS FUND (PAYABLE AT THE TIME OF REGISTRATION/HAND OVER/OCCUPATION WHICHEVER IS EARLIER)		___/-	___/-

- (C) **REGISTRATION CHARGES:** The Allottee shall pay the Stampduty Charges as per Prevailing Government rate for Finished / Semi Finished Condition and Mutation Charges as per the GHMC rules by way of Demand Draft.

That the Allottee is agreed to register his/her flat as a semi-finished condition with Sale deed being executed at **Rs. _____/-(Rupees _____ Only)** and to complete the semi-finished flat, execute an construction Agreement with the promoter at **Rs. _____/-(Rupees _____ Only).**

Explanation:

- The Total Price above includes the booking amount paid by the Allottee to the Promoters towards the Apartment;
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters by way of Value Added Tax, Service Tax, and cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoters, by whatever name called) up to the date of handing over the possession of the apartment to the Allottee and the project to the association of Allottee or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee to the Promoters shall be increased/reduced based on such change/modification.
- The Promoters 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 Promoters within the time and in the manner specified therein. In addition, the Promoters 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;

For OMSREE BUILDERS AND DEVELOPERS


Partner

- (iv) The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, 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.
- 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 Promoters undertake and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoters 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 shall make the payment as per the payment plan set out in Schedule C ("Payment Plan") and also the other charges mentioned in para 1.2 A, B & C.
- 1.5 The Promoters may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments as prevailing bank interest rates 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 Promoters.
- 1.6 It is agreed that the Promoters 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 Promoters 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 Promoters 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 Allottee 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 Promoters, for which the Promoters shall not be liable after handing over.

- 1.7 The Promoters 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 Promoters.
- 1.8 Subject to para 9.3 the Promoters agree and acknowledge, 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 Promoters shall hand over the common areas to the association of Allottee after duly obtaining the completion certificate/Occupancy 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, as the case may be. The Allottee cannot disturb the progress of construction.
- 1.9 It is made clear by the Promoters and the Allottee agrees that the Apartment along with two covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in

its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.10 The Promoters agree to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, 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 Promoters fail to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoters agree 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) + _____/- (GST 5 %)** details as follows:

S.No.	Date	Cheque No.	Bank Name	Branch Name	Amount in Rs.
01					
02					
Total Amount Received					_____/-

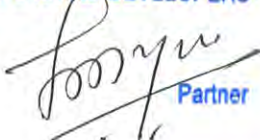
being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoters hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoters within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoters, 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 **M/s. OM SREE BUILDERS AND DEVELOPERS HEIGHTS** payable at HYDERABAD.

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)

For OMSREE BUILDERS AND DEVELOPERS


Partner

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 Promoters with such permission, approvals which would enable the Promoters 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 Promoters accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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 Promoters shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee/s authorizes the Promoters 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 Promoters to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoters 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 Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee/s has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoters. The Promoters 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 Promoters 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 G.O.Ms.No.168, MA dt: 07.04.2012. and Modification, alteration or deviation may take place as may be required by the authority or demand necessary due to advice of the architect or Otherwise.

7. POSSESSION OF THE APARTMENT:

Schedule for possession of the said Apartment – The Promoters agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoters 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 or before 31/07/2025 and also a grace period of six months to be given after the period mentioned above, Approximately, 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 Promoters 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 Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee the entire amount except taxes and payments to government, received by the Promoters from the allotment within 90 days from that date. The Promoters 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 Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.1 Procedure for taking possession** - The Promoters, shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in terms of this Agreement. 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. The Promoters agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoters. The Promoters 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 Promoters has no control. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoters/association of Allottee. The Promoters shall hand over the occupancy certificate of the apartment, as the case may be, to the Allottee.

For OMSREE BUILDERS AND DEVELOPERS


Partner

7.2 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoters as per para 7.1, the Allottee shall take possession of the Apartment from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.1.

7.3 Possession by the Allottee - After handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.

7.4 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 Promoters, the Promoters herein is entitled to forfeit 10% of the total flat cost (The Allottee will not be returned the 10% of the total flat cost). The balance amount of money paid by the Allottee shall be returned by the Promoters to the Allottee within three months of such cancellation or at the time that the Promoters is able to resell the said Apartment to another purchaser, whichever is later without interest and taxes paid to government.

7.5 Compensation - The Promoters 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 Promoters fails to complete or is unable to give possession of the Apartment.

7.6 Possession for Wood Work:- The Promoters can give the possession of the unit to the Allottee for carrying out wood work even before the Occupancy Certificate. The Allottee in such a situation should have completed the payment consideration to the Promoters and the registration should have been completed.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS:

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

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- (iv) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (v) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoters have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vii) The Promoters have the right to enter into this Agreement and have 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;
- (viii) The Promoters have 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;
- (ix) The Promoters confirms that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoters shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be;
- (xi) The Promoters has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoters 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 Promoters as follows :-
- i. To maintain the Apartment at the Allottee 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, Lift/Elevators 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 Promoters 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 Promoters and/or the Society or the Limited Company.

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- v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- vii. Pay to the Promoters within fifteen days of demand by the Promoters, 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 pay Modification, Alteration/ Extra Work Charges to Promoters. Any Consideration received on account of above action then such consideration shall attract GST as per prevailing rates applicable.
- x. The Allottee Shall pay Gas Connection deposit to Promoters as per prevailing rate of Gas Company.
- xi. The Allottee has to pay property tax to Municipal Corporation and other tax to concerned authorities in respect to his/her share from the date of registration of the flat/ handing over of the flat which ever is earlier.
- xii. 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.
- xiii. Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built up

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area/units are sold off, the Allottee shall permit the Promoters 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.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoters fail to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7 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 Promoters'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 Promoters under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoters as demanded by the Promoters. If the Allottee stops making payments, the Promoters 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 Promoters 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 Promoters, 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 Promoters 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 2(two) consecutive demands made by the Promoters 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 Promoters 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 2(two) consecutive months after notice from the Promoters in this regard, the Promoters 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. The amount shall be repaid by the Promoters within a period of ninety days after termination or the date on which the Promoters is able to resell the Apartment/Plot to another purchaser, whichever is later.
- (iii) The Allottee is eligible for any compensation only if the Allottee has paid the total consideration amount of property to Promoters or the Allottee has not defaulted the payment plan annexed hereto.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoters, 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. 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 Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee. In case if there is any increase in the guidance value of the apartment due to the Allottee failing to deposit the stamp duty and/or registration charges within the period mentioned in the notice and the Promoters suffers any additional tax, the Allottee shall also be liable to pay such increased tax.

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

1. The Maintenance Period of the said Building /Apartment / Project will come into force upon 124 Apartments has been taken for handing over by the Allottees.
2. The Promoters shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee and the cost of maintenance shall be borne by the Promoters and the Allottee, 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 Promoters 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.
3. 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 Promoters 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 Promoters as per the agreement for sale relating to such development is brought to the notice of the Promoters within a period of 5 (Five) year by the Allottee from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoters's failure to rectify such defects within such time, the aggrieved Allottee 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 Promoters shall transfer manufacturers guarantees/warranties to the Allottee or association of Allottee as the case may be.
 - b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
 - c. Allowable structural and other deformations including expansion quotient.
 - d. The terms of work like painting etc. which are subject to wear and tear.
3. The Allottee shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Allottee 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 Allottee as the case may be.

13.RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoters / maintenance agency /association of Allottee shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Apartment or



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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.

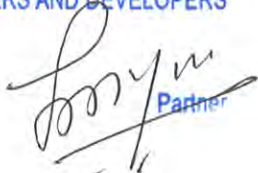
14.USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **OM SREE HEIGHTS**(project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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 Allottee 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 Allottee shall also not change the color 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 Promoters and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall not use the Corridor space for any personal storage or decoration. The Corridor space can only be used for accessing houses and placing luggages during the transit (while moving in/out).

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

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

17.ADDITIONAL CONSTRUCTIONS:

The Promoters 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. The additions which are allowed as per the bylaws of the issuing authority can be carried out after the due consent of the Architect.

18.MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoters to raise finance/loan from any institution / company/bank by anymode 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 ALLOTTEE AND CONSENT OF ALLOTTEE):

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

- a) The Promoters shall submit an application to the Registrar for registration of the Association of Allottee 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 Allottee in such a project have taken possession and the Promoters has received the full consideration from such Allottee. All the Allottee on payment of full consideration shall become members of such Association of Allottee formed by the Promoters.
- b) If the Promoters fails to form the Association of Allottee, the Authority shall by an order direct the Promoters to apply for formation of such Association or may authorize the Allottee to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Allottee under Section 17, the Promoters 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 Allottee without any restriction or entry of the building and development of common areas.

- d. The Promoters shall going for Registration of the Society by nominating a Caretaker Committee. This Caretaker Committee shall be responsible for taking over the Project from the Promoters. The Association of Allottee's Shall after 6 months form a New Body by conducting GBM and Elections.

20. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 to the Promoters. If the Allottee(s) fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by the Allottee as and when intimated by the Promoters, then the Promoters 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 ALLOTTEE:

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 Allottee 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:

The Promoters 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 Promoters in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the case of other Allottee.

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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 Apartment 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 Promoters through its authorized signatory(ies) at the Promoters's Office, or at some other place, which may be mutually agreed between the Promoters and the Allottee, in Hyderabad.

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

1 Mr. _____, W/o. Mr. _____, aged about _____ years, occupation: _____, (Aadhar No. _____), (PAN No. _____).

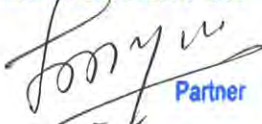
Presently R/o. _____.

As per Aadhar R/o. _____.

M/s. OM SREE BUILDERS AND DEVELOPERS,
Rep., by its Managing Partners
Sri Mansukhbhai Patel, S/o. Ranchodbhai Patel
Address H.No-5-8-45/18,
Royal Gardens, Yaprul,
Secunderabad – 500087., Telangana.

Sri Vasantlal Patel, S/o. Sri Popatbhai Patel
Address H.No-5-8-44/D, Plot No.132
Mani Enclave, Yaprul,
Secunderabad – 500087., Telangana.

For OMSREE BUILDERS AND DEVELOPERS


Partner

Sri Bharat Patel, S/o. Sri Arjanbhai Patel

Address H.No-5-8-44/D, Plot No.130

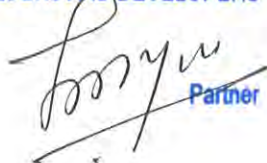
Mani Enclave, Yapral,

Secunderabad – 500087., Telangana.

It shall be the duty of the Allottee and the Promoters 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 Promoters or the Allottee, as the case may be.

- 30. JOINT ALLOTTEE:** That in case there are Joint Allottee all communications shall be sent by the Promoters 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 Allottee.
- 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.
- 34.** The Maintenance charges of Rs. 5,000/- per month for 1 year being collected by Promoters shall be returned to the association of Allottee for the remaining period of 1 years if the act does not allow the Promoters to maintain the project.
- 35.** The allotment of the covered car parks will be done only on Receipt of 25% of the Total Sale Consideration and Execution of Agreement of Sale . This process shall be carried out on first come First serve basis.
- 36.** The Allottee Shall not encroach, occupy or use the Parking Space Purchased by other Co-Property Owners. Vehicles like Lorries, Mini travels, Vans are not permitted inside the said premises.

For OMSREE BUILDERS AND DEVELOPERS


Partner

37. The Promoters shall have right to undertake and continue the construction of other parts of the building even after delivering possession of the Property/open parking space to the Allottee. There has to be no hindrance from Allottee whatsoever in this regard.
38. The Allottee shall pay all pending dues before organizing the formal House Warming or Grihapravesam or Pooja Function. The Allottee will also have to formally inform atleast 15 days in advance. The complete settlement of accounts is prerequisite for organizing the function.
39. The Allottee shall not have the right to let, sublet, alienate charge encumber or otherwise deal with the Apartment open parking space before it is fully constructed and possession delivered unless he has made full payment under this agreement.
40. The Allottee hereby agrees that the name of the apartment **OmSree HEIGHTS** which the Promoters has given to the said building and shall not be changed and retained by the Allottee/ tenant / Welfare society form by the flat owners.
41. The Manjeera water & Reticulated GAS connection will be given after the obtaining the Occupancy Certificate from the GHMC.
42. The Promoters shall not use the said apartment for any such commercial activity or office use or use the same for any purpose, which is likely to cause nuisance or annoyance, to occupiers of the neighboring property nor for any illegal or immoral purpose and ensure that the flat is used for only Residential purpose as defined.
43. That the flat and undivided share of land registered document in the name of the Promoters shall be retained with the Promoters till the Allottee pays full consideration as agreed in this agreement and the document will be with the Promoters as a title deposit and in case the Allottee fails to pay the balance sale consideration as per this agreement, then the agreement shall be cancelled and the sale deed will be revoked and the Promoters shall be entitled to transfer the undivided share to the intending purchase and the Allottee here by binds himself/herself for this clause.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(1) Signature_____

Mr. _____,

W/o. Mr. _____,

Presently R/o _____.

As per Aadhar R/o. _____.

For OMSREE BUILDERS AND DEVELOPERS


Partner

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoters:

(1) Signature _____

M/s. OM SREE BUILDERS AND DEVELOPERS,
 Rep., by its Managing Partners
Sri Mansukhbhai Patel, S/o. Ranchodbhai Patel,
 Address H.No 5-8-45/18,
 Royal Garden Society, Yapral,
 Secunderabad – 500087., Telangana.

(2) Signature _____

Sri Vasantlal Patel, S/o. Sri Popatbhai Patel,
 (Promoters Name)
 Address H.No 5-8-44/D, Plot No.132
 Mani Enclave, Yapral,
 Secunderabad – 500087., Telangana.

(3) Signature _____

Sri Bharat Patel, S/o. Sri Arjanbhai Patel,
 (Promoters Name)
 Address H.No 5-8-44/D, Plot No.130
 Mani Enclave, Yapral,
 Secunderabad – 500087., Telangana.

At Hyderabad on _____-2020., in the presence of:
 WITNESSES:

1. Signature_____

Name_____

Address_____

2. Signature_____

Name_____

Address_____

For OMSREE BUILDERS AND DEVELOPERS


 Partner

SCHEDULE 'A'-

All that the property admeasuring _____ Sq.Yards or _____ Sq.Mtrs forming part of Survey No 188(P) & 196(P) Part, situated at Yaprall Village, under Greater Hyderabad Municipal Corporation, Alwal Circle, Malkajgiri Mandal, Ranga Reddy District, Telangana., and the land is presently bounded by:

North : Neighbour's Land.
 South : 40' Feet Road
 East : Owner's Land.
 West : Road.

Flat:

All that the **Flat Bearing No.** _____ on _____ Floor having super built up area _____ Sft (inclusive of common areas) along with undivided share of _____ Sq.Yards out of _____ Sq.Yards or _____ Sq.Mtrs., along with Two Car Parkings., in **OM SREE HEIGHTS** forming part of Survey No 188(P) & 196(P) situated at Yaprall Village, under Greater Hyderabad Municipal Corporation, Alwal Circle, Malkajgiri Mandal, Ranga Reddy District, Telangana., and the Flat is bounded by:

North : OPEN TO SKY
 South : OPEN TO SKY
 East : OPEN TO SKY
 West : _____

SCHEDULE 'B' -

Contains FLOOR PLAN OF THE FLAT

The Furniture and cupboards shown in plans are only indicative and will not be provided by the Promoters.

For OMSREE BUILDERS AND DEVELOPERS:

 Partner

SCHEDULE 'C' -PAYMENT PLAN

S.No.	PARTICULAR DETAILS	%	TOTAL FLAT COST IN RS.
1	BOOKING ADVANCE AT THE TIME OF BLOCKING.	NA	
2	WITHIN 15 DAYS FROM THE DATE OF BLOCKING	NA	
3	WITHIN 45 DAYS FROM THE COMMENCEMENT OF WORK.	25%	
4	ON COMPLETION OF CELLAR EXCAVATION	10%	
5	ON COMPLETION OF YOUR BLOCK FIRST FLOOR SLAB	10%	
6	ON COMPLETION OF 1 ST FLOOR SLAB	20%	
7	ON COMPLETION OF YOUR FLAT BRICK WORK	15%	
8	ON COMPLETION OF YOUR FLAT PLASTERING	10%	
9	ON COMPLETION OF YOUR FLAT FLOORING	5%	
10	AT THE TIME OF REGISTRATION FINAL PAYMENT	5%	
11	CORPUS FUND AT THE TIME OF REGISTRATION		
	GRAND TOTAL	100%	_____/-

SCHEDULE - D SPECIFICATIONS.**SUPER STRUCTURE**

- RCC Shear wall framed structure, resistant to wind and earthquake. (Zone - 2)

WALLS**Internal Walls**

- 4" thick Solid Red Bricks or Aerated concrete blocks.

External walls

- 9" thick Solid Red Bricks wall or Aerated concrete blocks.

For OMSREE BUILDERS AND DEVELOPERS



Partner

PLASTERING

- Joint of RCC structure and brickwork will be covered with mesh before commencing the internal wall plastering. External and Internal wall double coat cement plaster with smooth finish.

DOORS

Main Door

- Designer Main Door Frame & Shutter of 7'(clear) height with premium designer hardware fittings.

Internal Door

- Designer internal Door Frame & Shutter of 7'(clear) height with premium designer hardware fittings.

WINDOWS AND FRENCH DOORS

Windows

- Anodized aluminum OR UPVC frame with toughened glass with provision for mosquito mesh.

French Doors

- Anodized aluminum OR UPVC frame with toughened glass with provision for mosquito mesh.

FLOORING AND WALL CLADDING

Drawing, Living, Dining, all Bedroom & Kitchen

- Premium Large size vitrified tiles with 4 inch Skirting.

Balconies

- Premium Anti Skid vitrified tiles.

Bathrooms

- Acid resistant & anti skid premium large size vitrified tiles and wall cladding up to Lintel Height.

Utility

- Anti Skid tiles and wall cladding up to 4 ft.

Staircases

- Granite Flooring as per Architect design.

Fire Staircase

- Tandur / Kota Stone/ Premium Tiles.

For OMSREE BUILDERS AND DEVELOPERS


Partner

Corridor & Elevator lobbies.

- Vitrified tiles/Granite combination as per architect design.

PAINTING.**External**

- Textured finish with 2 coats, of external emulsion paint of reputed make.

Internal

- Smooth putty finish with 2 coats of Premium Plastic emulsion paint of reputed make over a coat of primer.

Sit-outs

- Weather proof paint of reputed make over external putty finish at utility / sit out walls & ceiling.

Stilt Parking

- Weather proof paint and over a base coat of primer for columns and one coat putty finish for entire ceiling roof.

Basement Parking

- Two Coat of Painting along with one coat of Primer

PLUMBING**Bathrooms**

- All CP fitting and sanitary fixtures of Kohler/Jaquar/QUEO/TOTO or Equivalent make.
- Wash Basins of Premium brands like Kohler/Jaquar/QUEO/TOTO or Equivalent make.
- Wall mounted EWC with concealed Flush Tank or Flush Valves and Health Faucets in all Bathrooms. The fixtures are of premium brands like Kohler/Jaquar/QUEO/TOTO or Equivalent make.
- Over head shower in all washrooms.
- Glass Partition for shower area in the master bedroom washroom.
- Provision for geyser in all the washrooms.

Kitchen

- Soft Water Tap point of mixed water from Borewell and Municipal Water. This provision is given for Water Purifier Connection.
- Soft Water Tap point of mixed water from Borewell and Municipal Water for cooking and washing purpose.
- Provision for washing machine in utility area.
- Provision for a Sink in the Utility Area

For OMSREE BUILDERS AND DEVELOPERS


Partner

AIR CONDITIONING

- Provision for Air Conditioning drain outlet for living, Drawing, and all Bedrooms.
- A Designated AC Shaft for the Outdoor Unit with access to each Flat for maintenance.

ELECTRICAL

- Elegant designer modular electrical switches of Legrand/Havells/Schneider or equivalent make.
- Concealed copper wiring of Premium make like Havells/Finolex/RR Kabel/Polycab or equivalent make.
- Power outlets for Geyser and Exhaust fan in all bathrooms.
- Power Outlets for Air Conditioners in all bedrooms/living/drawing rooms
- Plug points for TV in Drawing, Living, and all bedrooms.
- Power plugs for Cooking Hob, Chimney, Refrigerator and Water Purifier.
- Plug Points to cater for Microwave Oven, Mixer, Grinders, and Juicer in kitchen.
- Power plugs for Washing machine in Utility area.
- Three phase power supply for each unit.
- Miniature Circuit Board (MCB) for each Distribution boards of reputed make.

COMMUNICATION

Telecom

- Telephone points in all Bedrooms, Living and Drawing room.
- Intercom Facility to all units connecting Security Cabin, Club House, and Maintenance office.

Cable

- Provision for DTH / Cable connection for TV in Drawing, Living, all bedrooms.

Internet

- Wired internet provision in Drawing rooms and Master Bedroom

GENERATOR

- 100% DG set backup with Enclosure and AMF Panel for all apartments and common areas.
- Separate DG Meter to given for each unit and the power usage charges are to be paid.

For OMSREE BUILDERS AND DEVELOPERS


Partner

LIFTS

- Passenger Lifts shall be provided of Schindler/Kone/Thyssenkrupp or Equivalent Make.
- Service Lift shall be provided in all the Blocks.

FACILITY FOR DIFFERENTLY ABLED

- Anti Skid Access ramps at all block entrances, including basements and club house entry.
- Provision of Toilet for Differently abled in ground Floor of Club house.

WTP / STP

- Domestic Water made available through an exclusive water softening plant (Not RO Plant).
- Municipal Water and Borewell water mixed and feed to the softening plant.
- Sewage treatment plant of adequate capacity as per norms will be provided, Treated sewage water will be used for landscaping and flushing purposes.

RAIN WATER HARVESTING

- Rain water harvesting through recharge wells on site to improve ground water level.

WATER SUPPLY

- A centralized Underground Sump will be provided for the entire community
- The water shall be supplied to individual flats through pneumatic pressurized system
- Municipal Water and Borewell Water will be mixed and softened before supplying through pressurized system.

SECURITY & BMS

- Sophisticated round the clock security system.
- Solar Fencing all-around the compound wall.
- BMS for electricity consumption and Gas consumption with prepaid card system will be provided (centralized billing).
- Standalone Video door phone and Biometric access for main door for each apartment.
- Boom Barriers at Entry gate with mechanical operation
- Panic Button and Intercom is provided in the Lift that is connected to Security Room.

For OMSREE BUILDERS AND DEVELOPERS



Partner

DOOR VIDEO SECURITY SYSTEM

- Standalone Video door phone and Biometric access for main door for each apartment.

CCTV

- CCTV Cameras will be provided in common areas as per consultant design.

LPG

- Provision for piped gas from centralized gas bank to all Kitchens with individual gas meter.

FIRE & SAFETY

- Fire hydrant and fire sprinkler system on all floors and in basements as per Fire Department norms.
- Public address system in all floors and parking areas (basements).
- Control panel at main security as per Fire Department norms.

PARKING MANAGEMENT

- Entire parking is well designed to suit the No. of car parks with parking signage's and equipment at strategic locations to ease traffic flow.

DRIVE WAY

- All the drive ways are with VDF Flooring.

COMPOUND WALL

- Aesthetically designed compound wall shall be constructed all around the plot with solar / barbed fencing.

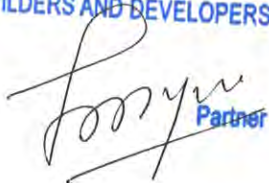
LIGHTING

- LED lighting for all common areas incl. indoors and outdoors.

GREENERY AND LANDSCAPE

- Landscaping in the setback areas wherever feasible as per the consultant design.

For OMSREE BUILDERS AND DEVELOPERS


Partner