

[See Rule 38]

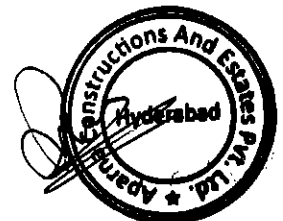
AGREEMENT OF SALE

This Memorandum of Agreement of Sale is made and executed on this the ____ day of _____, 20____ by and between:

1. **SRI N. RAMI REDDY, S/o. LATE N.P. REDDY**, aged about 81 Years, Occ: Business, R/o. H.No.8-2-293/82/A/553, Road No.27, Jubilee Hills, Hyderabad - 500 033, Telangana. Aadhaar No.XXXX XXXX 8358.
2. **SRI N. SURESH REDDY, S/o. SRI N. RAMI REDDY**, aged about 56 Years, Occ: Business, R/o. H.No.8-2-293/82/A/553, Road No.27, Jubilee Hills, Hyderabad - 500033, Telangana. Aadhaar No.XXXX XXXX 0691.
3. **SMT C. SAILAJA REDDY, W/o. SRI C.A.K. REDDY**, aged about 58 Years, Occ: House Wife, R/o. B-302, Brigade @ 7, Road No.7, Banjara Hills, Hyderabad-500034, Telangana. Aadhaar No.XXXX XXXX 6767.
4. **SMT G. ANKITA REDDY, W/o. SRI G. VIKRAM ADITHYA, D/o. SRI N. SURESH REDDY**, aged about 30 Years, Occ:- Business, R/o. Plot No.553, Road No.27, Jubilee Hills, Hyderabad - 500 033, Telangana. Aadhaar No.XXXX XXXX 6894.
5. **SMT A. MADHUNEHA REDDY, W/o. SRI A. SUBHAKAR, D/o. SRI C.A.K REDDY**, aged about 34 Years, Occ: Business, R/o. H.No.8-2-684/1/A, Anand Banjara Colony, Banjara Hills, Khairatabad, Hyderabad - 500034, Telangana. Aadhaar No.XXXX XXXX 7619.
6. **SMT C. ANVIDHA REDDY, W/o. SRI S. SREE RAM REDDY, D/o. SRI C.A.K REDDY**, aged about 30 Years, Occ: Business, R/o. B-302, Brigade @ 7, Road No.7, Banjara Hills, Hyderabad-500034, Telangana, Aadhaar No.XXXX XXXX 8729.
7. **MS. NADIKATTU AASLESHA REDDY, D/o. SRI N. SURESH REDDY**, aged about 27 Years, Occ: Business, R/o. H.No.8-2-293/82/A/553, Road No.27, Jubilee Hills, Hyderabad - 500033, Telangana. Aadhaar No.XXXX XXXX 3092.
8. **KUM N. LALITHA REDDY, D/o. SRI N. SURESH REDDY**, aged about 18 Years, Occ: Student, R/o. H.No.8-2-293/82/A/553, Road No.27, Jubilee Hills, Hyderabad - 500033, Telangana. Aadhaar No.XXXX XXXX 7784.

Sl No.8 being Minor and she is under the guardianship of her Grand Father Sri. N. Rami Reddy, S/o. Late N.P. Reddy, aged about 80 Years, R/o. H.No. 8-2-293/82/A/553, Road No.27, Jubilee Hills, Hyderabad - 500 033, Telangana.

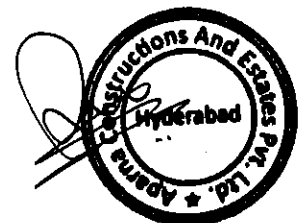
Sl Nos. 1 to 8 are Rep. by their Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad - 500 050,



vide registered **Development Agreement cum General Power of Attorney dated 01.05.2017 bearing Document No. 2468/2017** read with **Supplementary Agreement dated 22.1.2021 bearing Document No.1831/21**, both registered on the file of the Sub Registrar, Gandipet.

9. **SRI ALLURI MALLIKARJUNA RAJU, S/o. SRI A. KRISHNAM RAJU**, aged about 61 years, Occ: Business, R/o. H.No.1-32-195, Green Fields, Kanajiguda, Tirumalgiri, Secunderabad - 500015. Aadhaar No.2058 5272 9458.
10. **SRI ALLURI PRASANTH, S/o. SRI ALLURI MALLIKARJUNA RAJU**, aged about 36 years, Occ: Business, R/o. H.No.1-32-195, Green Fields, Kanajiguda, Tirumalgiri, Secunderabad - 500015.
11. **SRI ALLURI SAI VARUN KUMAR, S/o. SRI ALLURI MALLIKARJUNA RAJU**, aged about 35 years, Occ: Business, R/o. H.No.1-32-195, Green Fields, Kanajiguda, Tirumalgiri, Secunderabad - 500015, presently residing at 147 Kingston Road, Parsippany, New Jersey, U.S.A - 07054.
12. **SRI ALLURI GOPALA RAJU, S/o. SRI A. KRISHNAM RAJU**, aged about 59 years, Occ: Service, R/o. H.No.L/68, Srila Park Pride, Hyder Nagar, Kukatpally, Hyderabad - 500072. Aadhaar No.9813 0916 8899.
13. **SRI ALLURI TEJASWI VERMA S/o. SRI ALLURI GOPALA RAJU**, aged about 33 years, Occ: Service, R/o. H.No.L/68, Srila Park Pride, Hyder Nagar, Kukatpally, Hyderabad - 500072. Aadhaar No.6753 6569 4094.
14. **MISS ALLURI POOJITHA, D/o. SRI ALLURI GOPALA RAJU**, aged about 23 years, Occ: Student, R/o. H.No.L/68, Srila Park Pride, Hyder Nagar, Kukatpally, Hyderabad - 500072. Aadhaar No.7551 9829 6212.
15. **SRI A.V.V. SATYANARAYANA RAJU, S/o. SRI A. KRISHNAM RAJU**, aged about 56 years, Occ: Business, R/o. Flat 201, Vasanth Vihar Apartments, E-45, Madhuranagar, Hyderabad - 500038. Aadhaar No.7462 9574 7875.
16. **MISS ALLURI VINITHA, D/o. SRI A.V.V. SATYANARAYANA RAJU**, aged about 20 years, Occ: Student, R/o. Flat 201, Vasanth Vihar Apartments, E-45, Madhuranagar, Hyderabad - 500038. Aadhaar No.4584 5190 0784.
17. **SRI P. SITARAMA RAJU, S/o. LATE VENKATA SUBBA RAJU**, aged about 73 years, Occ: Social worker R/o. Flat No.401, Plot No.111, Secretariat Colony, Puppalguda Village, Rajendranagar Mandal, Ranga Reddy District. Aadhaar No.7686 5792 6377.
18. **SRI P. SIVA PRASAD, S/o. SRI P. SITARAMA RAJU**, aged about 40 years, Occ: Business, R/o. Flat No.401, Plot No.111, Secretariat Colony, Puppalguda Village, Rajendranagar Mandal, Ranga Reddy District. Aadhaar No.9666 2682 7548.

SI Nos. 9 to 18 are Rep. by their Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, **O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050**, vide registered **Development Agreement cum General Power of Attorney dated 07.10.2013 bearing Document No. 14837/2013** registered on the file of the



Joint Sub Registrar, Office of the District Registrar, read with Supplementary Agreement dated 3.8.2020 bearing Document No.7092/20, registered on the file of the Sub Registrar, Gandipet.

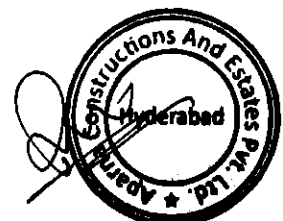
19. **SRI PEDDIREDDY SRIDHAR, S/o. SRI P. BHASKAR RAO**, aged about 43 Years, Occ: Pvt Employee. Aadhaar No.2886 0057 6224.
20. **SMT PEDDIREDDY SRAVANTHI, W/o. SRI. PEDDIREDDY SRIDHAR**, aged about 37 Years, Occ: Pvt Employee. Aadhaar No.4859 7938 8754.

Both are R/o. Flat No.104, Tranquil Towers, White Fields, Kondapur, Hyderabad - 500084.

SI Nos. 19 and 20 are Rep. by their Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, **O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad - 500 050**, vide registered **Development Agreement cum General Power of Attorney dated 18.4.2018 bearing Document No. 3605/2018 read with Supplementary Agreement dated 23.5.2020 bearing Document No.4632/20, both documents registered on the file of the Sub Registrar, Gandipet.**

21. **SRI GOPAVARAM HUSSAIN REDDY, S/o. SRI G. NARSA REDDY**, aged about 61 years, Occ: Business, R/o. H.No.30-724/CD3, Lakshmi Bhaskar Nagar, Bommala Satram, Nandyal, Kurnool District, A.P. Presently residing at Plot Nos.82 & 83, Flat No.601, MSRS Kunwar Rani Apartments, Methodist Colony, Begumpet, Hyderabad - 500016, T.S. Aadhaar No.8838 1993 6570.
22. **SRI GOPAVARAM SRINIVASA REDDY, S/o. SRI G. NARSA REDDY**, aged about 59 years, Occ: Government Employee, R/o. Gosupadu Village & Mandal, Kurnool District, A.P., Presently residing at H.No.8-3-833/176, Saiveni Complex, Kamalapuri Colony, Phase-II, Hyderabad - 500073, T.S. Aadhaar No.2240 2638 6542.
23. **SRI GOPAVARAM NAGI REDDY, S/o. SRI G. NARSA REDDY**, aged about 57 years, Occ: Business, R/o. Gosupadu Village & Mandal, Kurnool District, A.P., Presently residing at R/o. H.No.8-3-833/176, Saiveni Complex, Kamalapuri Colony, Phase-II, Hyderabad - 500073, T.S. Aadhaar No.5323 9685 3319.
24. **SRI GOPI REDDY SREENIVASA REDDY, S/o. SRI G. VENKAT REDDY**, aged about 52 years, Occ: Business, R/o. D.No.MR22/D, 1st Main, Vysya Bank Colony, B.T.M, 2nd stage - Bangalore - 560076. Aadhaar No.2748 8817 5934.
25. **MISS GOPAVARAM SUPRAJA LAKSMI, D/O. SRI GOPAVARAM NAGI REDDY**, aged about 28 Years, R/o. H.No.8-3-833/176, Saiveni Complex, Kamalapuri Colony, Phase-II, Hyderabad-500073, T.S. Aadhaar No.2924 3626 0241.

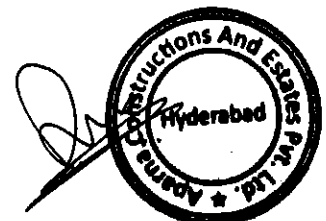
SI Nos. 21 to 25 are Rep. by their Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, Occupation: Service, **O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad - 500 050**, vide registered **Development Agreement cum General Power of Attorney dated 30.12.2013 bearing**



Document No. 8/2014 registered on the file of the Joint Sub Registrar, Office of the District Registrar, read with Supplementary Agreement dated 3.8.2020 bearing Document No.7091/20, registered on the file of the Sub Registrar, Gandipet.

26. **SRI K. PRABHAKAR, S/o. SRI K. ANJIAH**, aged about 59 Years, Occ: Advocate, R/o. H.No.8-2-74/4, Shaikpet, Hyderabad. Aadhaar No.4066 2288 1383 Rep. by his Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050, vide registered **Development Agreement cum General Power of Attorney dated 30.11.2017 bearing Document No. 8442/2017, read with Supplementary Agreement dated 3.6.2020 bearing Document No.6052/20, both documents registered on the file of the Sub Registrar, Gandipet.**
27. **SRI K. SRIKANTH REDDY, S/o. LATE K. KRISHNA REDDY**, aged about 39 Years, Occ: Business, R/o. K.P.R. Colony, Manikonda Village, Rajendar Nagar Mandal, Ranga Reddy District, Telangana, PAN No.AKCPK0464E. Rep. by his **Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED** a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050, vide registered Development Agreement cum General Power of Attorney dated 3.2.2021 bearing Document No. 2335/21, registered on the file of the Sub Registrar, Gandipet.
28. **SRI KANDYALA KESAVULU NAIDU, S/o. SRI K. VENGAMA NAIDU**, aged about 68 Years, Occ: Business, R/o. H.No.1-74/15/38, Vasantha's Emerald Garden, Madhapur, Hyderabad. Aadhaar No.6323 0778 3461.
29. **SMT K. TULASI PRIYA, W/o. SRI SANDEEP JANARDHAN ALAMANDA, D/o. SRI KANDYALA KESAVULU NAIDU**, aged about 37 years, R/o. Flat No.202, Siri Residency, Engineers Colony, Yellareddyguda, Hyderabad-500 073, presently residing at 79/2, AYLIFFES Road, St. MARYS South Australia, Pin - 5042, Aadhaar No._____.
30. **SMT MUTHULURI PADMAVANI, W/o. SRI A. VENKATA SIVA NAIDU**, aged about 58 years, Occ: Business, R/o. H.No.6-8-1210, N.G.Os Colony, Tirupathi Chittoor District. Aadhaar No.8194 0183 1195.
31. **SRI KANDERI JAGADESH, S/o. SRI K. KULLAYAPPA**, aged about 44 years, Occ: Business, R/o. H.No.428, Amarapalli Arcade, Street No.10, Himayathnagar, Hyderabad. Aadhaar No._____.
32. **SRI PUNATI RAVI KUMAR, S/o. SRI PUNATI NAGESWARA RAO**, aged about 47 years, Occ: Employee, R/o. Ill Lane, Bhagyanagar, Ongole, Prakasam District, presently residing at H.No.6806, Aberdale Circle, San Ramon, C.A., 94582, U.S.A, Aadhaar No._____.

Sl Nos. 28 to 32 are Rep. by his **Development Agreement cum GPA holder M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED** a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills,



Hyderabad, Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about **50** Years, Occupation: Service, **O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050**, vide registered Development Agreement cum General Power of Attorney dated 13.12.2013 bearing Document No. 18047/2013, registered on the file of the Sub Registrar, Gandipet

33. M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED (CIN No. U70109TG1996PTC025330) a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, (PAN No. **AADCA1031D**) Represented by its Authorised Signatory, **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about **50** Years, Occupation: Service, **O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050**

(Hereinafter called the **VENDORS/ LAND OWNERS**)

M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED (CIN No. U70109TG1996PTC025330) a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorized Signatory **Sri B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam** aged about 50 Years, Occupation: Service, **O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 050.**

(Hereinafter called as the **"PROMOTER /DEVELOPER"**)

Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successor in interest and permitted assigns

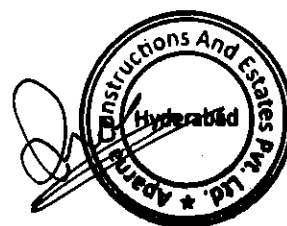
And

Mr. _____ S/o. / W/o. Mr. _____, aged about _____ years,
Residing _____ at _____
_____ PAN No: _____ & Aadhar No: _____)

Mr. _____ S/o. / W/o. Mr. _____, aged about _____ years,
Residing _____ at _____
_____ PAN No: _____ & Aadhar No: _____)

(Hereinafter called as the **"Allottee(s)/Purchaser(s)"**)

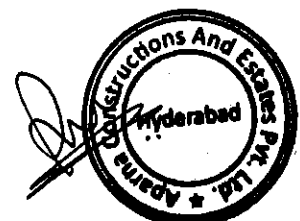
Which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its executors, administrators, successors in interest and permitted assigns. The Land Owner/Vendor, Promoter/Developer and Allottee(s)/Purchaser(s) shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.



Definitions:

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

- a) **"Act"** shall mean the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- b) **"Agreement"** shall mean this Agreement for Sale including the recitals above, the schedules and all annexures attached hereto, as amended from time to time;
- c) **"Association of Allottees or Owners Association"** shall both mean the same, to be formed by the owners of the Apartments in the Project for the purpose of holding and maintenance of the Common Areas, the Common Amenities and Facilities of the Project;
- d) **"Apartment"** means the Apartment allotted to the Allottee(s)/Purchaser(s) by the Promoter and agreed to be sold under this Agreement and mentioned and described in Schedule 'A' here below;
- e) **"Apartment Specifications"** shall mean the broad specifications of the Project/Apartment and detailed in the Schedule "D" here below or any equivalent thereof;
- f) **"Appropriate Government"** shall mean the Government of Telangana;
- g) **"Approvals"** shall mean all those sanctions, certificates, approvals, permits, no-objection certificates, consents, including and not limited to building plans, development plan, etc., as are necessary and obtained from the statutory authority, for construction and development of the Project;
- h) **"Authority"** shall mean the Telangana Real Estate Regulatory Authority, established under the Act and Rules shall include the Real Estate Appellate Tribunal;
- i) **"Building"** shall mean the building block/tower in the Project where the Apartment is located;
- j) **"Carpet Area"** shall mean the net usable floor area of the Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open area, but includes the area covered by the internal partition walls of the Apartment;
- k) **"Common Areas"** shall collectively mean the Common Areas of the Project, including but not limited to the land, common basements, terraces, parks, play areas, open parking areas all community and commercial facilities etc., in the Project as provided under the Act;
- l) **"Force Majeure"** shall mean a case of war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project;
- m) **"Maintenance Agency"** shall mean the Promoter or any of its nominee/ subsidiary or assigns or any person/entity appointed by the Promoter or the Association of Allottee(s)/Purchaser(s) as the exclusive maintenance managers of the Project and its Common Areas and services to be provided in the Project;
- n) **"Notice"** shall mean any notice, request, demand or other communication required or permitted to be given under this Agreement;
- o) **"Payment Plan/Schedule"** shall mean the payment of the Total Price payable by the Allottee(s)/Purchaser(s) to the Promoter on such dates as mentioned in Schedule "C" here below;



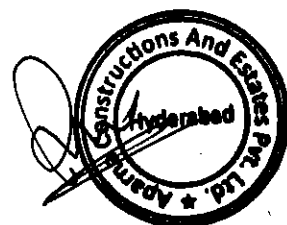
- p) **"Project"** shall mean the real estate project which includes all the Phases being developed on the Said Land by constructing residential as may be decided by the Promoter;
- q) **"Project Specifications"** means the broad specifications of the Project with the provision of the Common Areas provided therein and detailed in Schedule 'D' here below, wherever it's applicable;
- r) **"Rules"** means the Telangana` Real Estate (Regulation and Development) Rules, 2017, made under the Real Estate (Regulation and Development) Act, 2016;
- s) **"Regulations"** means the Regulations, if any, made under the Real Estate (Regulation and Development Act, 2016;
- t) **"Said Land"** means the residentially converted land being portion of All that land admeasuring **1,22,918.84 (Sq. Mtrs) equivalent to Ac.30-06½ Gts.** after excluding the land admeasuring **7,936.12 Sq. Mts towards land affected under 30.00 Mtrs. Master Plan Road, 5,878.98 Sq. Mtrs. towards land affected under 12 Mtrs. Peripheral road and 1997.87 Sq. Mtrs. towards Nala Buffer** totaling to the land area admeasuring **15,812.97 Sq. Mtrs. equivalent to Ac. 3-36Gts** out of the total land area admeasuring **Ac.34-02 ½ Gts. in Survey Nos. 363 to 370, 405 to 410, 421 to 423, 431 to 438 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District,** morefully mentioned and described in Schedule-'A' here below;
- u) **"Statutory Payments"** shall mean statutory charges, levies, taxes or new pronouncements by applicable law, amendments to the current laws, introduction of new statutory levies, taxes, cess etc., GST, which may be imposed by the Authorities – State and Central Government from time to time and includes such amounts, charges, deposits and any amount collected towards providing infrastructure towards GHMC, Electricity & Water Boards and stamp duty, registration and any statutory dues/fees/penalties, cost towards the additional works, modification charges etc.
- v) **"Total Price"** means the sum total of the cost payable towards the Apartment by the Allottee(s)/Purchaser(s) to the Promoter as detailed in Clause 1.2 under terms and conditions as mentioned below;
- w) **"Section"** means a section of the Act.

WHEREAS,

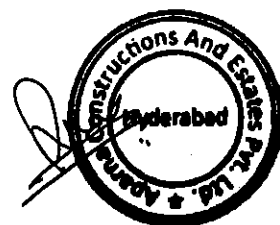
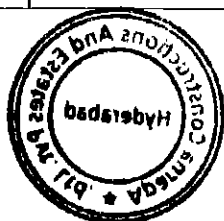
A. Whereas, the Owners/Vendors are absolute owners and Possessors of land admeasuring Ac.34-02 ½ Gts in Survey Nos. 363 to 370, 405 to 410, 421 to 423 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District morefully mentioned and described in Schedule 'A', having acquired the same under Registered Sale Deeds or as the case may be inherited the same from the previous Pattadars/Owners.

Table No.1: Land purchased by the Owners:

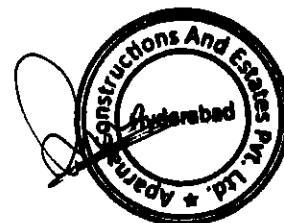
Sl. No.	Document No & Date/ Pattadar Pass Book/Title Deed No	Name of the Vendor	Name of the Purchaser	Sy.No.	Extent Ac.-Gts
1.	3107/05 7.4.2005	Sri Kalal Adivaiah Alias Sanem Adivaiah, and 4 Others	Kum C. Madhu Neha	363	0-2 ^{1/2}
				364	0-09
				365	0-31



2.	3612/05 21.4.2005	Sri Kalal Anjaneyulu Alias Sanem Anjaneyulu and 2 Others	Kum C. Anvidha	363 364 365	0-2 ^{1/2} 0-09 0-31
3.	9100/04 27.11.2004	Sri Kalal Pentaiah Alias Sanem Pentaiah, and 10 Others	Smt. C. Sailaja Reddy,	363/A 364/A 365/A	0-2 ^{1/2} 0-09 0-30
4.	6915/92 17.6.92 & Rectification Deed 10432/92 21.10.92	Sri. Etaboina Mallesh	M/s. Kali Khadi Village Industries	366 & 367	1-00
5.	3409/93 22.4.1993	Sri. Etaboina Mallesh	Jagruthi Khadi and Village Industries Associations	366 & 367	0-20
6.	6911/92 16.6.1992	Sri. Etaboina Mallesh	M/s. Balaji Card Boards	367/B	0-10
7.	2859/94 2.4.1994	Sri. Etaboina Mallesh	M/s. Kali Khadi Village Industries	367	0-10
8.	1735/02 28.3.2002	Sri. Ettaboina Mallesh	Sri. N. Rami Reddy	367	4-00
9.	1736/02 28.3.2002	Sri. Ettaboina Mallesh	Sri. N. Suresh Reddy	366 367	1-35 1-05
10.	9461/89 11.8.1989	Sri. Ettaboina Mallesh	Sri. Alluri Mallikarjun Raju and Others	367	4-34
11.	2738/91 14.2.1990	Sri. Ettaboina Mallesh	Sri. Gopireddy Srinivasa Reddy	367	1-00
12.	2739/91 14.2.1990	Sri. Ettaboina Mallesh	Sri. Gopavaram Nagi Reddy	367	1-00
13.	2740/91 14.2.1990	Sri. Ettaboina Mallesh	Sri. Gopavaram Srinivasa Reddy	367	1-00
14.	2699/91 14.2.1990	Sri. Ettaboina Mallesh	Smt. P. Satyavathi	367	1-00
15.	2700/91 14.2.1990	Sri. Ettaboina Mallesh	Sri. P. Seetarama Raju	367	1-00
16.	*1183/04 11.2.2004	Sri. B. Narsimha and others	Sri. N. Rami Reddy	367	0-19
17.	6241/06 24.4.2006	Sri. G. Ramulu and others through AGPA Holder Sri. M. Mohan Reddy (AGPA No. 8393/05 dt. 11.8.2005)	Smt. K. Tulasi Priya	368 405	0-19 0-27
18.	8537/06 30.5.2006	Sri. G. Anjaiah and others through AGPA Holder Sri. M. Mohan Reddy (AGPA No. 137/06 dt. 4.1.2006)	Smt. B. Ajantha and others	405 406	0-15 0-13
19.	8538/06 30.5.2006	Sri. G. Pentaiah and others through AGPA Holder Sri. M. Mohan Reddy (AGPA No. 148/06 dt. 4.1.2006)	Smt. B. Ajantha and others	405 406	0-15 0-12
20.	6240/06 24.4.2006	Sri. Guttameedi Jangaiah and others through AGPA Holder Sri. M. Mohan Reddy (AGPA No. 3405/05 dt. 13.7.05)	M. Padma Vani	369	0-10



21.	6243/06 24.4.2006	Sri. Guttameedi Jangaiah and others through AGPA Holder Sri. M. Mohan Reddy (AGPA No.3405/05 dt. 13.7.05)	Sri. Kanderi Jagadesh	369	0-10
22.	6242/06 27.11.2006	Sri. Guttameedi Jangaiah and others through AGPA Holder Sri. M. Mohan Reddy (AGPA No.3405/05 dt. 13.7.05)	Sri. K. Kesavulu Naidu	369	0-10
23.	6249/06 24.4.2006	Sri. Dargi Muthaiah and others through their AGPA Holder Sri. K. Bhaskar Reddy (AGPA No.5879/05 dt.8.6.05)	Sri. Kandyala Kesavulu Naidu and others	370	0-03
24.	7027/2005 30.6.2005	Sri. Batta Somaiah and others	Kum. N. Ankitha and others	407 408 409 410 421	0-07 0-14 0-01 0-01 0-09
25.	1692/2005 1.3.2005	Sri. Batta Satyamma and others	Kum. N. Ankitha and others	407 408 409 410 421	0-20 1-04 0-03 0-02 0-27
26.	9284/2005 5.9.2005	Smt. Madapati Rachamma and others	Sri. N. Rami Reddy	422	0-11
27.	6383/13 3.10.2013	Sri. Kolanupaka Krishna Murthy	M/s. Aparna Constructions and Estates Pvt Ltd	423	0-03 ¾
28.	6382/13 3.10.2013	Sri. K. Prabhakar Rao	M/s. Aparna Constructions and Estates Pvt Ltd	423	0-07 ½
29.	2674/15 2.4.2015	Sri. Batta Janardhan and others	M/s. Aparna Constructions and Estates Pvt Ltd	423	0-06
30.	1078/12 14.3.2012	Sri. Guttameedi Ramulu and others	Sri. N. Rami Reddy	423/E	0-07 ½
31.	3479/13 27.4.2013	Sri. Kongada Sathaiah and others	Sri. Peddireddy Sridhar	423	0-03 ¾
32.	1300/13 27.2.2013	Sri. Guttameedi Komaraiah	Sri. Peddireddy Sridhar	423	0-07 ½
33.	1304/13 27.2.2013	Sri. Ranga Narsimha	Sri. Peddireddy Sridhar	423	0-05
34.	5870/05 8.6.2005	Sri. K. Mahathmaiah	Sri. N. Rami Reddy	431	0-09
35.	9603/03 23.12.03	Sri. Singadasari Pentaiah & Others	Sri. N. Rami Reddy	431, 432, 437 & 438	1-11
36.	9604/03 23.12.03	Sri. Devarakonda Sathaiah & Others	Sri. N. Rami Reddy	431, 432, 437 & 438	0-17
37.	4208/06 23.3.06	Sri. Devarakonda Pochaiah & another	Sri. K. Srikanth Reddy and another	431, 432, 437 & 438	0-12



38.	6225/06 24.4.06	Smt. Devarakonda Edamma & others	Sri. K. Srikanth Reddy and another	431, 432, 437 & 438	0-12
39.	1208/04 11.02.2004	Sri. K. Narendar	Sri. N. Rami Reddy	433	0-08
40.	1622/98 22.4.97	Sri. J. Veera Swami & Others	Sri. N. Suresh Reddy	433	0-14
41.	10051/13 19.6.13	Sri. Chakali @ Jupalli Kumar	Sri. G. Sudheer Reddy	433	0-16
42.	13940/06 12.10.2006	Sri.Chakali Ramachander and others	Sri. N. Rami Reddy	433	0-12
43.	3182/98 26.9.1998	Smt. Pamballa Bamma and others	Sri. K. Prabhakar	434 434/ paiki	0-12
44.	3388/98 22.10.1998 & Ratification Deed No. 167/02 dt.11.1.2002	Yerpula Pochaiah and others	Sri. K. Prabhakar	435	0-08
45.	427/2012	Korukonda@Mangali Krishna	Sri. N. Rami Reddy	436	0-05
Total Extent					34-29 ½

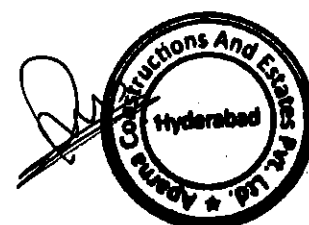
* As per the pahani for the year 1972-73, Sri. B. Narasimha S/o. Sayanna is entitled for Ac.0-15Gts in Sy No.367, but B. Narasimha along with his other family members sold Ac.0-19Gts i.e. 0-04Gts above the actual extent entitled by him in the survey number. Hence, the land covered under the document is taken as Ac.0-15Gts instead of Ac.0-19Gts.

- The total extent of survey number 407 as per pahani is Ac.0-25Gts but sale deeds were executed for 0-27Gts, the extent considered is 0-25Gts only.
- The total extent of Survey Number 408 as per pahani is Ac.1-17Gts but Sale Deed obtained for Ac.1-18Gts, the extent considered is Ac.1-17Gts only.
- The total extent of Survey Numbers 431, 432, 437 and 438 is Ac.2-20Gts but sale deeds obtained for Ac.2-21Gts, the extent considered is Ac.2-20Gts
- The total extent of the survey number 433 as per pahani is 0-33Gts only, the extent considered is 0-33Gts only.
- Out of the land admeasuring Ac.0-12Gts in Sy No.434 an extent of Ac.0-10Gts was taken into the Project and the remaining extent of Ac.0-02Gts kept aside and not covered under the Project.

Table No.2: Alienations made by some of the Purchasers mentioned in Table 1:

The Purchasers mentioned in Table -1 executed Gift Deeds as the case may be sale deeds/Exchange Deeds as mentioned below:

Document No & Date/ Pattadar Pass Book/Title Deed No	Name of the Vendor/Donor	Name of the Purchaser/Donee	Sy.No.	Extent Ac.-Gts
Exchange Deed 9982/19 27.8.2019	From Salman Karim Babu Khan	To Sri. Kandyla Kesavulu Naidu	363 364 365	0-02 ½ 0-09 0-31
	From Kandyla Kesavulu Naidu	To Salman Karim Khan	368 to 370, 405 & 406	1-02 ½

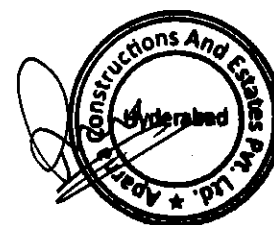


5712/12 9.11.12	M/s. Kali Khadi Village Industries	Sri. N. Rami Reddy	366 & 367	1-00
5713/12 9.11.12	Jagruthi Khadi and Village Industries Associations	Sri. N. Rami Reddy	366 & 367	0-20
5714/12 9.11.12	M/s. Kali Khadi Village Industries	Sri. N. Rami Reddy	367	0-10
5715/12 9.11.12	M/s. Balaji Card Boards	Sri. N. Rami Reddy	367	0-10
2353/13 26.5.2013	Sri. Alluri Mallikarjun Raju	Sri. Alluri Prashanth	367	0-20
2354/13 26.5.2013	Sri. Alluri Mallikarjun Raju	Sri. Alluri Varun Kumar	367	0-20
2188/13 23.3.2013	Sri. Alluri Gopala Raju	Sri. Alluri Tejaswi Varma	367	0-16
2189/13 23.3.2013	Sri. Alluri Gopala Raju	Ms. Alluri Poojitha	367	0-16
2190/13 23.3.2013	Sri. Alluri Gopala Raju	Ms. Alluri Vanitha	367	0-32
7804/13 23.12.13	Sri. Gopavaram Srinivas Reddy	Sri. Gopavaram Hussain Reddy	367	0-13.33
7805/13 23.12.2013	Sri. Gopavaram Nagi Reddy	Ms. Gopavaram Supraja Lakshmi	367	0-11
7806/13 23.12.2013	Sri. Gopavaram Nagi Reddy	Sri. Gopavaram Hussain Reddy	367	0-13.33
416025 & 416024	After death of P. Satyavathi	Sri. P. Siva Prasad	367	1-00
16265/06 27.11.2006	Sri. Kandyala Kesavulu Naidu	Smt. B. Ajantha	369	0-05
*2608/17 30.3.2017	Smt. B. Ajantha	Sri. B. Raghu Alekh & another	405 & 406 & 369	0-15 0-05
Exchange Deed 8568/17 30.11.2017	From Sri. K. Prabhakar	To Smt. Peddireddy Sravanthi and others	434	0-04
	From Smt. Peddireddy Sravanthi and others (not Covered in Project)	To Sri. K. Prabhakar	399	0-08
8109/21 23.6.2021 & Ratification Deed 8693/2021 dt.1.7.2021	Smt. K. Sailaja and others	M/s. Aparna Constructions and Estates Pvt Ltd	431, 432, 437 & 438	0-12

*Sri. B. Raghu Alekh in turn exchanged the land admeasuring Ac.0-15Gts in Sy No.405 and 406 and 0-05Gts in Sy No.369 totally admeasuring Ac.0-20Gts with M/s. Aparna Constructions and Estates Pvt Ltd under registered Exchange Deed dated 22.1.2018 bearing Document No.9978/2018 on the file of the Sub Registrar, Gandipet.

Table No. : 3 Development Agreements executed by Purchasers under Tables 1 and 2

Some of the purchasers mentioned in Tables 1 and 2, under the above mentioned sale deeds executed registered Development Agreements cum Irrevocable General Power of Attorneys in favour of M/s. Aparna Constructions and Estates Pvt Ltd for construction of Villas as mentioned below:



S. No	Name of the Owner	DGPA No & Date	Survey Nos	Extent Ac-Gts
1	Sri. Kandyala Kesavulu Naidu & Others	18047/2013 13.12.2013	368 to 370, 405 & 406	3-14
2	Sri. K. Sreekanth Reddy	2335/2021 03.2.2021	431, 432, 437 & 438	0-12
3	Sri. Alluri Mallikarjun Raju & Others	14837/2013 7.10.2013	367	6-34
4	Sri. Gopavaram Hussian Reddy and others	8/2014 30.12.2013	367	3-00
5	Sri. K. Prabhakar & Others	8442/2017 30.11.2017	434 & 435	0-20
6	Sri. N. Rami Reddy & Others	2468/2017 1.5.2017	359, 363 to 367, 407 to 410, 421 to 423, 431 to 433 436 to 438	19-03
7	Sri. Peddireddy Sridhar & another	3605/2018 18.4.2018	423 & 434	0-27 ¾
8	Sri. N. Suresh Reddy & Another	1832/2021 22.1.2021	433	0-16

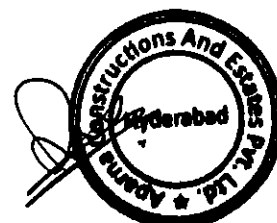
Table No.4 Supplementary Agreements:

Whereas, some of the Land Owners under the above Development Agreements executed the below mentioned Supplementary Agreements in favour of the Developer for construction of Residential Apartments instead of Villas:

S. No	Name of the Owner	Supplementary Agreement No & Date	Survey Nos	Extent Ac-Gts
1.	Sri. Alluri Mallikarjun Raju & Others	7092/2020 3.8.2020	367	6-34
2.	Sri. Gopavaram Hussian Reddy and others	7091/2020 3.8.2020	367	3-00
3.	Sri. K. Prabhakar & Others	6052/2020 3.6.2020	434 & 435	0-20
4.	Sri. N. Rami Reddy & Others	1831/2021 22.1.2021	359, 363 to 367, 407 to 410, 421 to 423, 431 to 433 436 to 438	19-03
5.	Sri. Peddireddy Sridhar & another	4632/2020	423 & 434	0-27 ¾

Table No.5: Survey Number wise details of the Land under the Project:

Whereas, after deducting the land mentioned in Table: 1 above, the Promoter applied for the construction of residential apartments along with amenities in an extent of Ac.34-02 ½ Gts and the land contributed by the Land owners for the Project is as mentioned below:



SI No	Sy No	Extent Ac-Gts
1.	363	0-10
2.	364	0-36
3.	365	3-03
4.	366	2-25
5.	367	16-24
6.	368	2-11 ½
7.	369	
8.	370	
9.	405	
10.	406	
11.	407	0-25
12.	408	1-17
13.	409	0-04
14.	410	0-03
15.	421	0-36
16.	422	0-11
17.	423	1-01
18.	431	0-18
19.	432	0-11
20.	433	0-33
21.	434	0-10
22.	435	0-08
23.	436	0-05
24.	437	0-08
25.	438	1-23
Total		34-02 ½

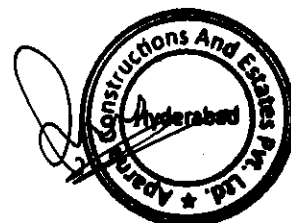
Whereas, the Vendors and Promoter/Developer floated a scheme to develop the multistoried apartments in the said land admeasuring Ac.34-02 ½ Gts.

B. The land is earmarked for residential use zone by the Government of Telangana vide G.O. Ms. No.17 dated 08.01.2015. The Promoter obtained permission for the construction of residential Project consisting of 3,664 apartments in blocks A to N in and the said project shall be known as "**Project - Aparna Zenon**".

C. The 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.

D. The Hyderabad Metro Development Authority granted the Permission vide Proceeding in File No. 042085/SKP/R1/U6/HMDA/20012021 dated 15.9.2021, for the construction of Multi-Storied Residential Building consisting of **Blocks (A to N Blocks) with 3 cellars, Ground + 32 Upper Floors, Amenities Block consisting of G + 4 Upper Floors, Commercial Block consisting of G + 2 Upper Floors and Sports Block consisting of G+ 2 Upper Floors** in the land admeasuring 1,22,033.2 (Sq. Mtrs.) equivalent to Ac.30-06½ Gts after excluding the land admeasuring 7,936.12 Sq. Mtrs. towards land affected under 30mts master plan road, 5,878.98 Sq. Mtrs. towards land affected under 12 Mts peripheral road and 1997.87 Sq. Mtrs. towards Nala buffer, total admeasuring 15,812.97 Sq. Mtrs. equivalent to Ac. 3-36Gts from the total land admeasuring Ac.34-02 ½ Gts in **Survey Nos. 363 to 370, 405 to 410, 421 to 423, 431 to 438 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District**, hereinafter referred to as Schedule-A Property.

E. The permission granted above is effective from the date of its issuance and no certificate of Government approval is required.



F. The Promoter has registered the Project under the Provisions of the Act with the **Telangana Real Estate Regulatory Authority at Hyderabad vide Registration No.** _____.

G. The Allottee(s)/Purchaser(s) had applied for an apartment in the Project and has been allotted **Apartment No.** _____; **in Floor No.** _____ **in Block No.** _____ with **Carpet area of** _____ **Sq. Ft.**, **External Wall Area of** _____ **Sq. Ft.**, **Balconies and Utility area of** _____ **Sq. Ft.** and **Proportionate Common area of** _____ **Sq. Ft. Totaling to saleable area of** _____ **Sq. Ft.** along with **undivided share of land** _____ **Sq. Yards** together with _____ Car Parking slot/s, (subject to tolerance +/- 3% on account of structural, design and construction variance) more particularly described in the Schedule-B annexed hereto, hereinafter referred to as Schedule-B Property.

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

I. The Promoter/Developer reserves the right to avail Construction Finance from any Bank/Financial Institution for Construction of the said Project. However, the Developer shall obtain and arrange a "No Objection/Release of charge" from such Funding Bank/Financial Institution up on submission of Letter of Sanction while availing his/her/their Housing Loan for the said apartment by the Allottee(s)/Purchaser(s). The Promoter/Developer hereby assures the Purchaser/s that the Schedule-B Property shall be free from all encumbrances, prior agreements, mortgages, charges and liabilities etc. on submitting the "No Objection/Release of charge" from such Funding Bank/Financial Institution, in favour of the concerned Bank/Financial Institution wherein the Purchaser/s has/have availed his/her/their housing loan. The Promoter/Developer assures to the Allottee(s)/Purchaser(s) that the Schedule-A Property will be free from all encumbrances once Promoter/Developer obtains certificate of "No Objection/Release of Charge" for all Apartments in the Project.

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

K. 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;

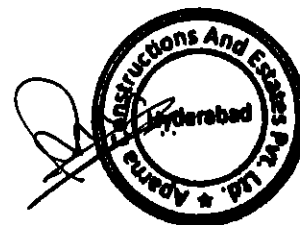
L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s)/Purchaser(s) hereby agrees to purchase the Schedule-B Apartment.

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

1. TERMS AND CONDITIONS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s)/Purchaser(s) and the Allottee(s)/Purchaser(s) hereby agrees to purchase, the Schedule -B Apartment hereinafter called apartment.

1.2 The **Total Price** exclusive of Registration/Stamp Duty Charges for the Apartment based on the saleable area is **Rs.** _____ **/-** (Rupees) only. The break up and description of the "Total Price" excluding Registration/Stamp Duty Charges is as follows:



Block No :	
Apartment No	
Type	
Floor	
Carpet Area (in Sq. ft.)	
External Walls Area (in Sq. ft.)	
Exclusive Verandah, balcony & Utility (in Sq. ft.)	
Proportionate share in common area (in Sq. ft.)	
TOTAL BUILT-UP AREA (IN SQ. FT.)	
RATE/CHARGE PER SQ. FOOT	
BASIC UNIT VALUE	
COST OF AMENITIES	
Gas Pipe Line Charges	
Charges for Electric Cars Charging Point	
GROSS UNIT VALUE	
GST @ 5% as applicable (may vary from time to time)	
TOTAL - A	
Maintenance charges for 2 years @ Rs.96/- per Sq. ft. inclusive of GST @ 18%	
Corpus Fund payable / transferable to the Society	100000/-
Non Refundable Caution Deposit payable / transferable to the Society	20000/-
Refundable Caution Deposit payable to the Developer or nominee of the Developer	30000/-
Legal & Documentation Charges inclusive of GST @ 18%	29500/-
TOTAL - B	
TOTAL PRICE - A + B	

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s)/Purchaser(s) to the Promoter towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax payable by the Allottee(s)/Purchaser(s) by way of GST, 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 to the Promoter by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee(s)/Purchaser(s) and the Project to the Association of Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) to the promoter shall be either increased or reduced based on such change/modification/ amendments to the provision of the respective act/s, The Registration/ Stamp Duty Charges payable by the Allottee(s)/Purchaser(s) shall be at the cost of the Allottee(s)/Purchaser(s) which will be ascertained and be applicable at the time of execution of Sale Deed and Agreement for Construction, as the case may be.

Further provided that, if there is any increase in the Statutory Payments 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 to the Allottee(s)/Purchaser(s). However, stamp duty, registration fee, mutation charges shall be paid by the Allottee(s)/Purchaser(s) as per the actuals over and above the total price to be ascertained and be applicable at the time of Registration of the Property.



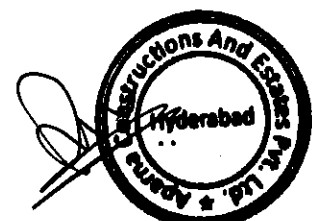
- (iii) The Promoter shall periodically intimate in writing to the Allottee(s)/Purchaser(s), the amount payable as stated in (i) and (ii) above and the Allottee(s)/Purchaser(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s)/Purchaser(s) 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 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 electrical wiring, electrical connectivity to the apartment, lift, water and plumbing lines, finishing's like paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, Common Area Maintenance Charges for initial 2 (two) years as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the apartment and for the project; but shall not include the cost of the works, goods or services provided, over and above those agreed under this agreement and as per separate or independent agreements or orders or those mentioned in clause 8.2 (vii).

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s), which shall only be applicable on subsequent payments, subject to the terms of increase by competent authority.

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(s)/Purchaser(s).

- 1.4 Allottee(s)/Purchaser(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s)/Purchaser(s) by discounting such early payments @ 10% per annum for the period by which the respective installment has been paid in advance. The provision for allowing such rebate is solely at the discretion of the Promoter/Developer; and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee(s)/Purchaser(s).
- 1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities are described herein at Schedule 'D' hereto (which shall be in conformity with the advertisement, prospectus etc., on the basis of which, the sale is effected) in respect of the apartment without the previous written consent of the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s), or such minor changes or alterations as per the provisions of the Act on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of the Allottee(s)/Purchaser(s) shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance / insurance contracts/ agreements) and upkeep of all the



fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

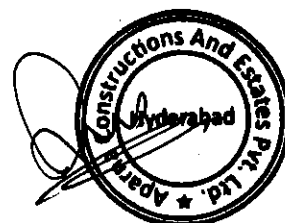
- 1.7 Subject to Para 9.3 and execution of conveyance, the Promoter agrees and acknowledges, the Allottee(s)/Purchaser(s) shall have the right to the Apartment as mentioned below:

- (i) The Allottee(s)/Purchaser(s) shall have exclusive ownership of the apartment;
- (ii) The Allottee(s)/Purchaser(s) shall have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s)/Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s)/Purchaser(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s)/Purchaser(s) after duly obtaining the completion certificate from the Competent Authority and only flat area will be conveyed to the Allottee(s)/Purchaser(s), 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, window, fire detection and the and firefighting equipment (as per law) in the common areas, maintenance charges as per 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement with in the Apartment and the project but not those provided over and above mentioned in this agreement.
- (iv) The Allottee(s)/Purchaser(s) has the right to visit the project site to assess the extent of development of the project and his apartment, during visiting hours fixed by the Promoter, but the Allottee(s)/Purchaser(s) shall not cause any obstruction or hindrance to the work being carried on in the Project or in the respective Apartment.

- 1.9 The Promoter/Developer and the Allottee(s)/Purchaser(s) agree that the Apartments consisting of **1BHK (One Toilet) & 2BHK (One Toilet)** will be allotted with 1(One) Car Parking Slot; **2BHK (Two Toilets), 3BHK (2 Toilets & 3 Toilets) & 3BHK + Study + P. Room will be allotted with 2(Two) covered car parking slots;** and shall be treated as a single indivisible unit for all purposes. Without prejudice to the rights of the Promoter/Developer, the Promoter/Developer reserves the right to allot the car parking slot/s where such area is more specifically delineated i.e., in the same block / adjacent block. The car parking slots would be allotted to the Allottee(s)/Purchaser(s) on the basis of draw system by way of lucky dip (lottery) after completion of the Project.

- 1.10 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(s)/Purchaser(s) (like Club House) **or with other phases of the Project (which are yet to be registered)**. It is clarified that Project's facilities and amenities shall be made available only for use and enjoyment of the Allottee(s)/Purchaser(s) of the Project.

- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s)/Purchaser(s), which it has collected from the Allottee(s)/Purchaser(s), for the payment of outgoings [including land cost (either directly or by way of share in the project), ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project]. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s)/Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the



apartment to the Allottee(s)/Purchaser(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

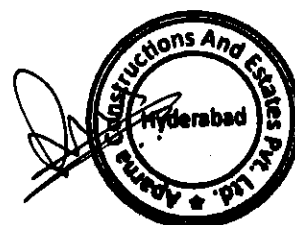
- 1.12 The Allottee(s)/Purchaser(s) has paid a sum of Rs. _____/- which includes Rs. _____/- (Rupees _____ only) towards part sale consideration including GST as booking amount being part payment towards the Total price of the Apartment, the receipt of which the Promoter hereby acknowledge as detailed below:

Date	Cheque No.	Bank	Branch	Installment Amount	GST %	GST Amount	Total Received
TOTAL RECEIVED							

- 1.13 The Allottee(s)/Purchaser(s) hereby agrees to pay the remaining/balance part of total price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within 15 days of intimation of the completion of the milestone/work progress of the said apartment; provided that if the Allottee(s)/Purchaser(s) delays the payment towards the installment which is payable as mentioned herein, he shall be liable to pay interest at the rate of 1% per month for the delayed period. The Allottee(s)/Purchaser(s) shall issue post-dated cheques for all installments as per the Payment Plan given, irrespective of mode of funding i.e., self / bank finance. The Allottee(s)/Purchaser(s) unconditionally agrees to sign the disbursement forms of respective banks in advance along with the agreement and handover such papers to the Promoter enabling the Promoter to submit with respective banks for release of payments avoiding delay in releasing the installment amounts without any hindrance and the Promoter/Developer hereby undertake and confirm to the Allottee(s)/Purchaser(s) that the said disbursal form and the Demand Letter will be submitted with respective banks of prior intimation of at least 15 days from the date of attaining such milestone / landmark of construction progress.

Further, the customer has agreed to pay the remaining/balance of total price of Rs. _____/- (Rupees _____ only) and other receivables as mentioned in Schedule – C given below.

- 1.14 The Post Dated Cheques will be used only in case the Allottee(s)/Purchaser(s) refuses to issue clearance to the bank to disburse installments, despite the Promoter attaining/completing the given landmark/milestone. The post-dated cheques will be returned to the Allottee(s)/Purchaser(s) once, the respective installment amount is released and the amount of such installment is credited to the account of Promoter.



- 1.15 The Allottee(s)/Purchaser(s) is/are solely responsible for deduction of TDS @ 1% on each installment payable to the promoter. And shall also be responsible for submitting the TDS Challan to promoter in order to issue credit notes / receipts in this regards.

2. MODE OF PAYMENT

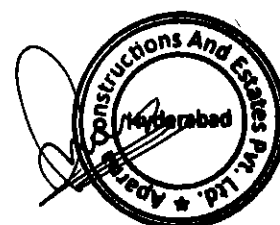
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s)/Purchaser(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft /bankers cheque or online payment (as maybe desired by the Allottee(s)/Purchaser(s)) in favour of **"Aparna Infrahousing Private Limited"** payable at Hyderabad. Provided always that the any intimation, reminder by SMS/Message/E-mail to the registered phone number or e-mail address of the Allottee(s)/Purchaser(s) shall be sufficient written demand of the installments on the part of Promoter.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee(s)/Purchaser(s), 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s)/Purchaser(s) 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 shall 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(s)/Purchaser(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s)/Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s)/Purchaser(s) to intimate the same in writing to the Promoter/Developer / Owner 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(s)/Purchaser(s) and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Developer / Owner shall be issuing the payment receipts in favour of the Allottee(s)/Purchaser(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

- 4.1 In case the Allottee(s)/Purchaser(s) avails loan facility the Bank / Financial Institution, the Allottee(s)/Purchaser(s) shall irrevocably authorize Promoter/Developer/Owner to receive the loan proceeds from the bank, as per the installments payable which were clearly mentioned in Schedule C. The Promoter – Developer / Owner shall without any further reference to the Allottee(s)/Purchaser(s) and appropriate same towards the amounts payable by the Allottee(s)/Purchaser(s) under this agreement. The Allottee(s)/Purchaser(s) waives any right for written demand in this regard.
- 4.2 The Promoter shall not have any concern with any arrangements made by the Allottee(s)/Purchaser(s) for payment of the price or installments. If the loan granted by the bank to the Allottee(s)/Purchaser(s) is withheld, recalled or otherwise not released, partly or fully, the



Allottee(s)/Purchaser(s) shall make his own arrangements for payment of the installments within the stipulated time as per Schedule C.

- 4.3 The Allottee(s)/Purchaser(s) authorizes the Promoter/Developer/Owner to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s)/Purchaser(s), against the Apartment if any, in his/her name and the Allottee(s)/Purchaser(s) undertakes not to object/demand/direct the Promoter/Developer / Owner to adjust his payments in any manner.

5. TIME IS ESSENCE

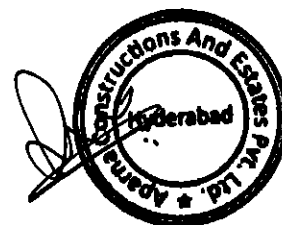
The Promoter/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the association of the Allottee(s)/Purchaser(s) or the Competent Authority as the case. The Allottee(s)/Purchaser(s) shall also abide by the payment schedule in Schedule C and is aware of the loss caused to the Promoter and the Project, on account of default or delay in payment of installments as per schedule C. The Promoter-Developer/Owner shall be entitled to cancel the allotment in case of default without prejudice to any other right including compensation and interest.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee(s)/Purchaser(s) has seen and understood proposed/sanctioned plan, specifications, amenities and facilities of the Apartment and accepted floor plan, payment plan and specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority/as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws as mentioned tentatively in Schedule - E, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Telangana Building Rules as amended from time to time 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/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the association of Allottee(s)/Purchaser(s) or the competent authority, as the case may be, is the essence of the Agreement. The Promoter shall complete the Project in Phased manner i.e., **Phase-I & Phase-II**. The Promoter assures the Allottee(s)/Purchaser(s) to handover/ possession of the Apartments of **Phase-I on or before 30th June, 2025 with a grace period of 6 months i.e. 31st December, 2025**; and the Apartments of **Phase-II on or before 31st December, 2025 with a grace period of 6 months i.e., 30th June, 2026** to the Allottee(s)/Purchaser(s) with all **specifications, common areas, amenities and facilities of the project to the Association of Allottee(s)/Purchaser(s) along with the completion of Phase-I i.e., 31st December, 2025** and made available for usage from **31st March, 2026** onwards; 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 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(s)/Purchaser(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the Contract to be implemented. The Allottee(s)/Purchaser(s) agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s)/Purchaser(s) the entire amount received by the Promoter from the allotment within 90 days from that date. After refund of the money paid by the Allottee(s)/Purchaser(s), the Allottee(s)/Purchaser(s)



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/Developer upon completion of the Apartment shall offer in writing regarding the possession of the Apartment to the Allottee(s)/Purchaser(s) by clearing all the amounts under the terms and conditions of this Agreement. The Allottee(s)/Purchaser(s) agrees to take the handover of apartment within 15 days from the date of such intimation/offer for handover from the Promoter/Developer; failing which the Allottee(s)/Purchaser(s) shall be liable for payment of all ongoing expenses including maintenance charges from the date of intimation, irrespective of taking the handover of apartment. The Promoter agrees and undertakes to indemnify the Allottee(s)/Purchaser(s) 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 of deficiency occasioned on account of any act or omission on the part of the Allottee(s)/Purchaser(s), Association or any authority or third party on whom the Promoter has no control. The Allottee(s)/Purchaser(s), the association and its members including the Allottee(s)/Purchaser(s) shall comply with all the terms and conditions of the warranty issued by any supplier, manufacturer, dealer or other service provider and shall be liable to indemnify and keep the Promoter fully indemnity for any loss caused on account of any breach of such terms and conditions. It is understood and agreed that the Allottee(s)/Purchaser(s) shall be liable to pay the maintenance charges as determined by the Promoter after taking possession of the apartment. The Promoter shall handover the Letter of Handover/Occupancy of the Apartment to the Allottee(s)/Purchaser(s), as the case may be.

7.3 Failure of Allottee(s)/Purchaser(s) to take Possession of Apartment:

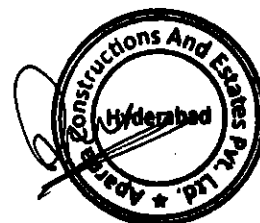
Upon receiving a written intimation from the Promoter/Developer as per para 7.2, the Allottee(s)/Purchaser(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement within 15 days from the date of such intimation, and the Promoter shall give possession of the Apartment to the Allottee(s)/Purchaser(s) up on realization of Total Price as mentioned herein under Clause (1.2). In case the Allottee(s)/Purchaser(s) fails to take possession within the time provided in para 7.2, such Allottee(s)/Purchaser(s) shall continue to be liable to pay maintenance charges, club house subscription, and other charges payable in respect of service connections provided including electricity, water supply etc., as specified in para 7.2.

7.4 Possession by the Allottee(s)/Purchaser(s):

After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee(s)/Purchaser(s), it shall be the responsibility of the Promoter - to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s)/Purchaser(s) or the competent authority, as the case may be, as per the local laws.

7.5 Transfer rights by Allottee(s)/Purchaser(s)

- 7.5.1 The Allottee(s)/Purchaser(s) is/are not allowed to sell / re-sell / transfer / alienate his rights or assign or otherwise nominate a third party in any manner whatsoever until 90% of sale of the project is completed or the project is completed in full, whichever is later.
- 7.5.2 If the Allottee(s)/Purchaser(s) is/are opting for transfer of Apartment in reference to a third party before execution of Sale Deed, he/she/they shall pay an amount of **Rs.5,00,000/-** (Rupees Five Lakhs only) towards transfer chargers subject to acceptance and written consent by the Promoter/Developer.
- 7.5.3 The Purchaser/s agrees to pay an amount of **Rs.1,00,000/-** (Rupees One Lakh only) + GST + TDS remitted/paid to respective authorities which shall be adjusted/collected as transfer



charges towards the transfer of his/her/their rights or interests on the apartment within the family member/s i.e., Father, Mother, Son & Daughter (if not married). Transfer requests in the name of cousin, in-laws, friends and/or to any other/s shall be treated as transfer of rights and interests to other than family members; and such transfers shall attract **Rs.5,00,000/-** (Rupees Five Lakhs only) + GST + TDS remitted/paid to Government as transfer charges payable to the Developer as mentioned in clause 7.5.2.

- 7.5.4 If the Allottee(s)/Purchaser(s) is/are opting for transfer of apartment to a third party after execution of the registered Sale Deed in his favour the Purchaser(s) shall pay an amount of **Rs.50,000/-** towards transfer charges to the Promoter till the Society is formed and thereafter the said amount is payable to Aparna Zenon Residential Units Owners Society and obtain No Objection Certificate / No Due Certificate from the Promoter/ Society.

7.6 Cancellation by Allottee(s)/Purchaser(s)

The Allottee(s)/Purchaser(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) shall be returned by the promoter to the Allottee(s)/Purchaser(s) within three months of such cancellation or at the time the Promoter is able to resell the said apartment to another purchaser whichever is later.

7.7 Compensation:

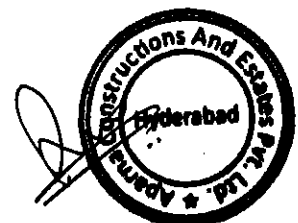
The Promoter shall compensate the Allottee(s)/Purchaser(s) in case of any loss caused to him due to defective title of the land or juridical possession thereof, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under 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/Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any such other reason; the Promoter/Developer shall be liable, on demand to the Allottee(s)/Purchaser(s), in case the Allottee(s)/Purchaser(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate 1% per month including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee(s)/Purchaser(s) does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee(s)/Purchaser(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the Allottee(s)/Purchaser(s) within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

- 8.1 The Promoter/Developer hereby represents and warrants to the Allottee(s)/Purchaser(s) as follows:

- (i) The Promoter/Developer 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, juridical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent authorities to carry out development of the project;



(iii) There are no encumbrances upon the said Land or the Project, except the security given to the project finance.

(iv) There are no litigations pending before any Court of law with respect to the said Land or Project except those disclosed in the title report.

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter/Developer and Owners have 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(s)/Purchaser(s) created herein, may prejudicially be affected;

(vii) The Promoter/Developer have 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(s)/Purchaser(s) created herein, may prejudicially be affected;

(viii) The Promoter/Developer has not entered into any agreement for sale and /or development agreement or any other agreement/arrangement with any person or party with respect to the said land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s)/Purchaser(s) under this agreement;

(ix) The Promoter/Developer confirms that this apartment is not restricted in any manner whatsoever from selling in any manner, which will affect the rights of Allottee(s)/Purchaser(s) under this Agreement;

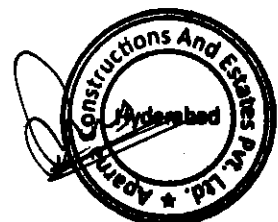
(x) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s)/Purchaser(s) and the common areas to the Association of the Allottee(s)/Purchaser(s) or the Competent Authority as the case may be;

(xi) The Promoter / Developer / Owners 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 respective Authorities till the completion certificate has been issued and possession of apartment, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the association of the Allottee(s) 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 Promoter in respect of the said Land and /or the Project except those disclosed in the title report.

8.2. The Allottee(s)/Purchaser(s) or his transferee/s himself/themselves (with intention to bring all persons into whosoever hands the Apartment may come), hereby covenants with the Promoter as follows:

i. To maintain the Apartment at the Allottee's own cost in good and tenable repair 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, regulation 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 and not to convert or misuse or impair or deface any common area or amenity or equipment.

ii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, and in case of 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(s)/Purchaser(s) in this behalf, the Allottee(s)/Purchaser(s) 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 same condition, state and order in which it was delivered by the Promoter to the Allottee(s)/Purchaser(s) 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 regulation and byelaws of the concerned local authority or other public authority. In the event of the Allottee(s)/Purchaser(s) committing any act in contravention of the above provision, the Allottee(s)/Purchaser(s) shall be responsible for the consequences thereof to the concerned local authority or any 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 condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and /or the Society or the Limited Company.

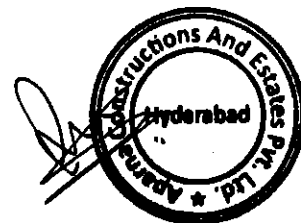
v. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

vi. Not to through dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.

vii. Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority and/or Government and /or other public authority, 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 or Government and /other public authority on account of change of user of Apartment by the Allottee(s)/Purchaser(s) for any purposes other than for purpose for which it is sold.

ix. The Allottee(s)/Purchaser(s) shall observe and perform all the rules and regulation which the society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alteration or amendments thereof that may be made from time to time or 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(s)/Purchaser(s) 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 toward the taxes, expenses or other out goings in accordance with the terms of this Agreement.

x. Till a conveyance of the common areas, services and amenities of the building / project in which Apartment is situated is executed in favour of Society / Limited Company / Association and till all the total built-up area / units are sold off, the Allottee(s)/Purchaser(s) shall not cause any inconvenience to the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

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/Developer fails to provide ready to move in possession of the Apartment to the Allottee(s)/Purchaser(s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

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

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

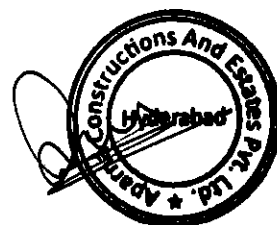
(i) Stop making further payments to Promoter/Developer as demanded by the Promoter. If the Allottee(s)/Purchaser(s) stops making payments, the Promoter /Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee(s)/Purchaser(s) be required to make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

(ii) The Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within Ninety Days of receiving the termination notice:

Provided that where an Allottee(s)/Purchaser(s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee(s)/Purchaser(s) within ninety days of it becoming due.

9.3 The Allottee(s)/Purchaser(s) shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee(s)/Purchaser(s) fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued



notice in that regard the Allottee(s)/Purchaser(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribe in the Rules.

(ii) In case of Default by Allottee(s)/Purchaser(s) 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 Apartment in favour of the Allottee(s)/Purchaser(s) and refund the amount money paid to him by the Allottee(s)/Purchaser(s) by deducting the booking amount i.e. 10% on total cost of the apartment (including Amenities) and the interest liabilities, + Service Tax / GST paid to the Government + Interest accrued during the non-payment of Installments as per the Payment Plan and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee(s)/Purchaser(s) about such termination atleast thirty days prior to such termination. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Apartment to another Purchaser(s), whichever is later.

(iii) In case the Allottee(s)/Purchaser(s), unable to make payments as per payment schedule, makes or posts on public domain, any false allegations or accusations or otherwise defames the Promoter causing any loss or injury to the business, reputation or good will of the Promoter.

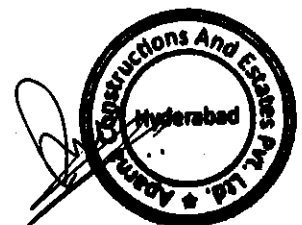
(iv) If the Allottee(s)/Purchaser(s) indulges in speculative booking and transfers or assigns the allotment to the third party without prior written consent of the Promoter.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the [Apartment/Sale] as per para 1.2 under the Agreement from the Allottee(s)/Purchaser(s), shall execute a conveyance deed and convey the title of the Apartment and the Common Areas to the Association within 3 (three) months from the issuance of the occupancy certificate, as the case may be to the Allottee(s)/Purchaser(s), and the completion certificate as the case may be to the Allottee(s)/Purchaser(s). However, in case the Allottee(s)/Purchaser(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Developer/Promoter reserves the right to maintain the common areas of the community for initial two years from the date of commencement of pre-paid maintenance. The commencement date will be notified either by the company or its nominee at an appropriate time. The purchaser hereby agrees to pay an amount of **Rs.96/- per Sq. Ft. Plus GST** for the saleable area as maintenance charges for maintenance of common areas for the period of two (2) years (payable on demand made by the developer, normally '3' months before handing over). During the execution of interiors, the purchaser/s hereby agree/s to pay the fixed one time charges towards clearance of debris @ **Rs.5,000/-**; Fixed Electricity charges @ **Rs.3,000/-** per month is applicable till the electricity meters are installed in the Apartment, thereafter the charges for Electricity shall be applicable based on units consumed as per the electric meter reading. The Allottee(s)/Purchaser(s) also agrees to pay **Rs. 2.00/- per Sq. Ft. plus GST** of the saleable area per month, on monthly basis, towards interim maintenance of common areas and utilities from the date of completion of **four months i.e., 120 days (Interior period of 90 days plus 30 days of grace period allowed towards interior works from the date of handover of the apartment), till such time of commencement of pre-paid maintenance for two years.** This interim maintenance is payable irrespective of completion of interior works/occupancy from the date of completion of 4 months as mentioned herein. All these payments shall be made either in the name of developer or its nominee.



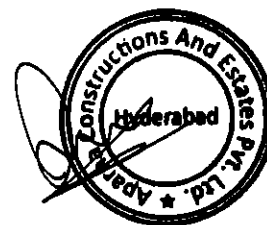
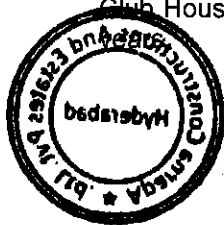
SCOPE OF MAINTENANCE

- ✦ Security Services.
- ✦ Housekeeping and upkeep of all Common Areas (club house excluded).
- ✦ Daily Collection and Disposal of Garbage
- ✦ Supply & Distribution of Water. Cost of water consumed by residents is payable as per meters (or equally in the absence/failure of water meters) by the residents on monthly basis.
- ✦ Attending to Plumbing complaints.
- ✦ Attending to Electrical complaints.
- ✦ Operation and Maintenance of Prepaid Electricity supply system.
- ✦ Electricity Charges for common amenities, utilities and services (club house excluded).
- ✦ Lighting of Common Areas.
- ✦ Maintenance of Landscaping.
- ✦ Operation and Maintenance of Water Softening Plant.
- ✦ Operation and Maintenance of Sewerage Treatment Plant.
- ✦ Operation and Maintenance of DG Sets. (Diesel expenses for running the DG Sets, is to be borne by the individual residents as per meters.)
- ✦ Operation and Maintenance of lifts.
- ✦ Operation and Maintenance of Electrical Transformers, Switchgear Panels, MV Panels, VCBs, ACBs, Earth Pits and Common supply Panels, Lighting Panels and Cable Network.
- ✦ Operation and Maintenance of Lightning Arresters and Aviation Lamps.
- ✦ Operation and Maintenance of Solar Fencing.
- ✦ Operation and Maintenance of Solar Power panels.
- ✦ Operation and Maintenance of CCTV systems.
- ✦ Operation and Maintenance of Fire-fighting system.
- ✦ Operation and Maintenance of Fire Alarm, PA system.
- ✦ Operation and Maintenance of water bodies and fountains.
- ✦ Operation and Maintenance of Carbon Emission Exhaust System.
- ✦ Maintenance of rainwater harvesting pits.
- ✦ Operation and Maintenance of Intercom system (Instruments excluded).
- ✦ Operation and Maintenance of Boom Barriers.
- ✦ Rodent and Pest Control including fogging in Common Areas.
- ✦ Apna Complex portal and MyGate App software management.
- ✦ The cost of maintenance of clubhouse is not within the scope of prepaid maintenance charges. But the clubhouse shall be maintained / managed by APMS on behalf of the owners on nonprofit basis with usage charges payable by the users. The tariff of usage charges will be notified at the time of commencement of prepaid maintenance. Timings of the clubhouse shall be from 06:00 am to 09:00 pm subject to weekly off / holidays.

Promoter reserves the right to appoint various service providers for the given amenities including the duration of such contracts, in the interest of the community. The Allottee(s)/Purchaser(s) hereby agree/s to abide by the bye-laws of the society and shall be liable for all such rules and regulations mentioned in the bye-laws and shall support all such amendments to the bye-laws from time to time.

All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical, or electronic equipment, WSP, STP, etc shall always be covered by appropriate annual maintenance agreements and insurance agreements with authorized service providers and the cost of such AMC and insurance coverage if required, shall be part of the maintenance charges payable by the Occupants. Unless the possession is delivered to the Allottee(s)/Purchaser(s), the Promoter/Developer shall be the occupant in respect of any Apartment and the Association and all its members including Allottee(s)/Purchaser(s) shall abide by such agreements.

Apartment Owners shall have to pay monthly subscriptions as user charges for various facilities such as Club House, Gym etc. to be decided by the promoter at the time of commencement of Maintenance for 2



The Promoter/Developer shall be responsible to provide and maintain essential services in the Project prior to the commencement of two years maintenance period and the cost of such maintenance shall be borne by the Promoter and Allottee(s)/Purchaser(s), proportionate to the apartments in their respective occupation. After expiry of two years maintenance period the Promoter shall handover maintenance of essential services to the Association/Society. 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 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.

12. DEFECT LIABILITY

12.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

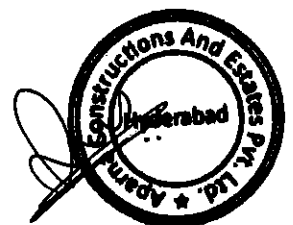
12.2. Notwithstanding anything contained in the above clause, the Promoter shall not be liable in following cases:

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc. which carry manufacturer's guarantees for a limited period. The Promoter shall transfer manufacturers' guarantees/warranties to the Allottee(s)/Purchaser(s) or association of Allottee(s)/Purchaser(s) as the case may be. Thereafter, the association/society shall take annual maintenance contract with the suppliers.
- 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.
- e. Any branded inputs or fixtures or services of any third party or those mentioned in the schedule D /annexure as per clause 1.6.

12.3. The Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Promoter/Developers shall always be subject to proper maintenance and upkeep of the apartments/services and amenities by the Allottee(s)/Purchaser(s) or the association of the Allottee(s)/Purchaser(s) as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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



14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Aparna Zenon 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(s)/Purchaser(s) 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(s)/Purchaser(s) formed by the Allottee(s)/Purchaser(s) for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1 Subject to Clause 12 above, the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design and shall not make any fixtures or boards which may deface the exteriors. Further the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3. The Allottee(s)/Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s)/Purchaser(s) and/or maintenance agency appointed by association of Allottee(s)/Purchaser(s). The Allottee(s)/Purchaser(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC.

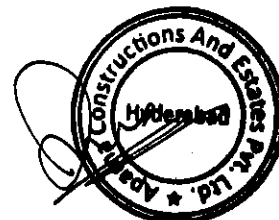
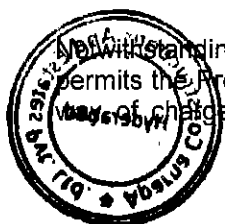
The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS

The 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) except for as provided in the Act.

18. MORTGAGE OR CHARGE

Notwithstanding any other term of this Agreement, the Allottee(s)/Purchaser(s) hereby authorizes and permits the Promoter to raise finance/loan from any institution/ Company/bank by any mode or manner by way of charge/mortgage/securitization of the Apartment/Project/Building or the land underneath or the



receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s)/Purchaser(s). The Allottee(s)/Purchaser(s) shall be informed of the same at the time of Agreement.

19. FORMATION OF ASSOCIATION/SOCIETY OF ALLOTTEE(S) AND CONSENT OF ALLOTTEE(S)/PURCHASER(S):

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

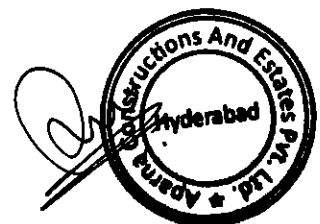
- a). With respect to a real estate project, the Promoter shall submit an application to the Registrar of Registration of Association of Allottee(s) as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana) , within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty percent of the total Allottee(s)/Purchaser(s) in such a project have taken possession and the Promoter has received the full consideration from such Allottee(s)/Purchaser(s). All the Allottee(s)/Purchaser(s) on payment of full consideration shall become members of such Association of Allottees formed by the Promoter. The association shall be registered with byelaws as set out in schedule E hereto.
- b). If the Promoter fails to form the Association of Allottee(s), the Authority shall by an order direct the Promoter to apply for formation of such association or may authorize the Allottee(s)/Purchaser(s) to apply for formation of the said Association.
- c). Notwithstanding any other rule, after conveying title to the Association of Allottee(s) under Section 17, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee(s) without any restriction or entry of the building and development of common areas.

20. BINDING EFFECT

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



22. RIGHT TO AMEND

Developer reserves the right to amend this Agreement from time to time in the interest of the Project whenever it is found to be necessary for such changes/modifications except the Total Price as mentioned under Clause 1.2; and the Allottee(s)/Purchaser(s) agrees for such amendment/s to be made incorporated within 15 days from the date of intimation from the Promoter/Developer for necessary changes/modifications in this Agreement.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ PURCHASER(S) & SUBSEQUENT ALLOTTEE(S)/PURCHASER(S)

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

24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, condone the delay by the Allottee(s)/Purchaser(s) in making payments as per the Payment Plan [Annexure C] or waive or reduce interest for delayed payment. It is made clear and so agreed by the Allottee(s)/Purchaser(s) that exercise of discretion by the Promoter in the case of one Allottee(s)/Purchaser(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s)/Purchaser(s) or waiver of any rights of the Promoter in respect of future defaults or delays or any other breach or violation of the terms of this agreement by the Allottee(s)/Purchaser(s).

24.2 Failure on the part of the Promoter/Developer / Owner 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

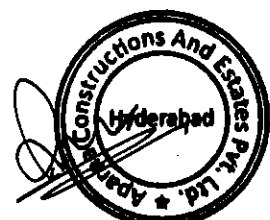
If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this 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(s)/Purchaser(s) has to make any payment, in common with other Allottee(s)/Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project. Contribution to corpus fund shall be as per such proportion.

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

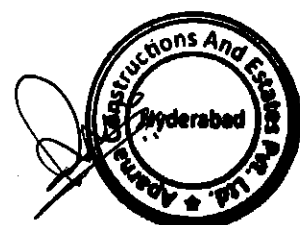
The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s)/Purchaser(s), in Hyderabad after the Agreement is duly executed by the Allottee(s)/Purchaser(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar, if required; at the cost of the Allottee(s)/Purchaser(s). Hence this Agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES

That all notices to be served on the Allottee(s)/Purchaser(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s)/Purchaser(s) or the Promoter by Registered Post at their respective addresses or by e-mail address as specified below:

Name of the Allottee(s)/Purchaser(s) No. 1		
Name of the Allottee(s)/Purchaser(s) No. 2		
Name of Promoter or Developer	M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED Represented by its Authorized Signatory Mr. B.V.S.R. Krishna S/o. Late Sri B.V. Subrahmanyam aged about 49 years O/o. Registered Office at 802, Astral Heights, 6-3-352/2 &3, Road No.1, Banjara Hills, Hyderabad -34	krishna.bvsr@aparnaconstructions.com ;

It shall be the duty of the Allottee(s)/Purchaser(s) and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address/email 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(s)/Purchaser(s), as the case may be. The parties may agree on any other convenient mode of written communication including whatsapp/sms to the registered phone number.



30. JOINT ALLOTTEE(S)/PURCHASER(S)

That in case there are Joint Allottee(s)/Purchaser(s) all communications shall be sent by the Promoter to the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s).

31. SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the Allottee(s)/Purchaser(s), in respect of the apartment before this agreement, shall not be construed to limit the rights and interests of the Allottee(s)/Purchaser(s) 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 Rules and Regulations made there under including other applicable laws in the State of Telangana 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 and negotiation, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee(s)/Purchaser(s): (including joint buyers)

S. No	Name Of the Allottee(s)/Purchaser(s)	Signature of the Allottee(s)/Purchaser(s)	Photos of the Allottee(s)/Purchaser(s)
1			
2			

At Hyderabad on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER/DEVELOPER
B.V.S.R. Krishna
 (Authorized Signatory)



WITNESSES:

SL. NO.	NAME	AGE	ADDRESS	OCCUPATION	SIGNATURE
1			M/S.APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED Registered Office at 802, Astral Heights, 6-3-352/2 & 3, Road No.1, Banjarahills, Hyderabad -34	Private Service	
2			As above	Private Service	

**Schedule 'A' - Description of the land
(SCHEDULE - A PROPERTY)**

All that land admeasuring 1,22,918.84 (Sq. Mtrs.) equivalent to Ac.30-06 ½ Gts after excluding the land admeasuring 7,936.12 Sq. Mtrs. towards land affected under 30mts master plan road, 5,878.98 Sq. Mtrs. towards land affected under 12 Mts peripheral road and 1997.87 Sq. Mtrs. towards Nala buffer, total admeasuring 15,812.97 Sq. Mtrs. equivalent to Ac. 3-36Gts from the total land admeasuring Ac.34-02 ½ Gts in **Survey Nos. 363 to 370, 405 to 410, 421 to 423, 431 to 438 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District** vide Proceeding in File No. 042085/SKP/R1/U6/HMDA/20012021 dated 15.9.2021, and bounded as follows:

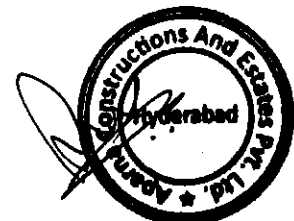
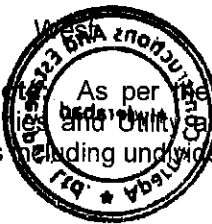
NORTH : 30 Mts Master Plan Road and Government Land;
 SOUTH : 12 Mts Periferal Road and Neighbours Land;
 EAST : Neighbours Land;
 WEST : 12 Mts Peripheral Road and 30 Mts Master Plan Road.

**Schedule 'B' - Description of the Apartment
(SCHEDULE - B PROPERTY)**

All that Part and Parcel of Apartment No. _____; in Floor No. _____ in Block No. _____ with Carpet area of _____ Sq. Ft., External Wall Area of _____ Sq. Ft., Balconies and Utility area of _____ Sq. Ft. and Proportionate Common area of _____ Sq. Ft. Totaling to saleable area of _____ Sq. Ft. along with undivided share of land _____ Sq. Yards out of Ac.30-06½ Gts together with _____ Car Parking slot/s, (subject to tolerance +/- 3% on account of structural, design and construction variance), to be constructed in the project named as "**Aparna Zenon**", including roads, nala buffer zone in Schedule -'A' Property bounded as follows:

North : _____
 South : _____
 East : _____
 West : _____

*** Note: As per the provisions of the RERA Act, Sale Deed will be executed for the Carpet area, balconies and Utility area only in favour of the Allottee(s)/Purchaser(s) and the proportionate common areas including undivided share of land will be transferred to the Association by way of conveyance deed.

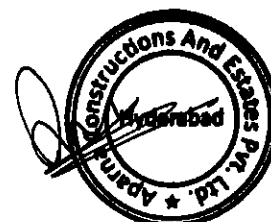
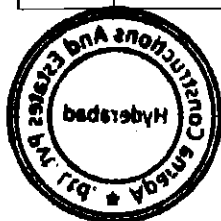


Schedule 'C' - Payment schedule

Description of Progress of Work	Installment Amount	GST	Total Installment (incl. GST)
A – TOTAL			
B - Payable within 15 days of intimation of Provisional Handing over			
C - GRAND TOTAL (A + B)			

Schedule 'D' – Specifications

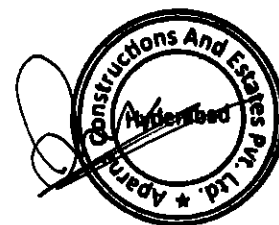
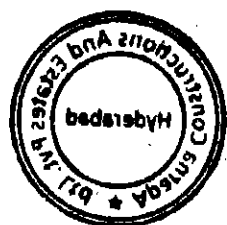
Sl. No.	Description	Specification
1	STRUCTURE	
	RCC Framed Structure	R.C.C. Shear Wall Framed Structure to withstand Wind & Seismic Loads.
		Concrete Blocks for Non Structural Members (Wherever needed)
2	PAINTING	
	External	Textured finish with Two Coats of Exterior Emulsion Paint of Reputed Make.
	Internal	Smooth putty finish with 2 Coats of Premium Acrylic Emulsion Paint of Reputed make over a Coat of Primer.
3	DOORS, WINDOWS & RAILINGS	
	Main Door	Manufactured Teak Veneered Door Frame & Shutter finished with Good quality Melamine Polish with Hardware of Reputed Make.
	Internal Doors	Manufactured Hard Wood Door Frame & Laminate Shutter with Hardware of Reputed Make.
	Utility Door	UPVC Door Frame of Reputed Profile Sections with Combination of Tinted Float Glass with Aluminium Louvers & S.S mesh at bottom.
	French Doors	UPVC Door Frame of Reputed Profile Sections, with Tinted Toughened / HS Glass Panelled Shutters and Designer Hardware of Reputed Make with provision for Mosquito Mesh. (Mesh & Fixing shall be at extra cost)



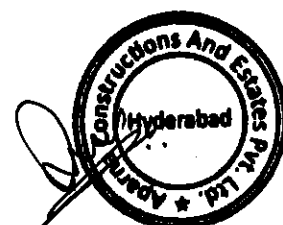
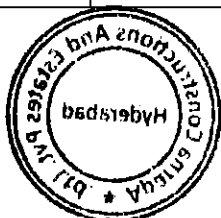
	Windows	UPVC Window of Reputed Profile Sections with Tinted Toughened / HS Glass with Suitable Finishes as per Design with Mosquito mesh for all sliding windows. (Mosquito Mesh will not be provided for Casement Windows)
	Grills for Windows	Aesthetically Designed, Mild Steel (M.S) Window grills with Enamel paint finish all windows. (Shall be provided at Extra cost)
	Balcony Railings	MS Railing in enamel paint finish of reputed make.
4	FLOORING	
	Drawing, Living, Dining, Pooja	800 x 800 mm size Double Charged Vitrified Tiles of Reputed Make.
	All Bedrooms & Kitchen	800 x 800 mm size Double Charged Vitrified Tiles of Reputed Make.
	Entrance Lounge	Granite/Marble flooring with Designer False Ceiling.
	Bathrooms	Acid Resistant, Antic-Skid Ceramic Tiles of Reputed Make.
	Corridors	Double Charged Vitrified Tile of Reputed Make.
	All Balconies	Rustic Ceramic Tile of Reputed Make and Granite sill at bottom of the railing.
	Utility	Rustic Ceramic Tile of Reputed Make.
	Staircase	Tandoor / Kota Stone
5	TILE CLADDING	
	Dadoing in Kitchen	Glazed Ceramic Tiles dado up to 2'-0" height above Kitchen Platform of Reputed Make. (Shall be provided at Extra Cost)
	Bathrooms	Glazed Ceramic Tile Dado up to 8'-0" height of Reputed Make.
	Utility	Glazed Ceramic Tiles Dado upto 3' Height of Reputed Make.
6	KITCHEN	
	Counter	Granite Platform with Stainless Steel Sink. (Shall be provided at Extra Cost)
	Water Provision	Separate Municipal Water provided by GHMC along with Bore well water.
	Other Accessories	Provision for fixing of Water Purifier, Exhaust Fan or Chimney.
7	UTILITY	
	Washing Machine	Provision for Washing Machine / Dishwasher & Wet Area for Vessel Washing etc.
8	CP & SANITARY FIXTURES	
	Bathrooms	Vanity type Wash Basin / Granite Counter Top.



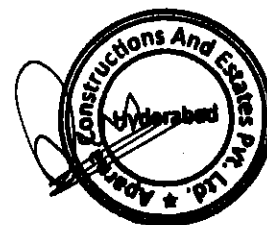
		EWC with Concealed Flush Tank of Reputed Make	
		Single Lever Fixtures with Wall Mixer cum shower of reputed makes.	
		Towel rod, soap tray & door hangers of reputed make.	
		All C.P. Fittings are of reputed make.	
		PVC false ceiling in all bathrooms.	
9	ELECTRICAL FIXTURES		
	Internal Electrical Fixtures	Geysers in all Bathrooms	
		Exhaust Fans in all bathrooms	
		Copper piping for Air Conditioning Units for all Flats	
		Power outlets for Air Conditioners in all Bed Rooms & living room.	
		Plug points for T.V. & Audio Systems etc.	
		3 phase Supply for each unit with individual meter boards	
		Miniature Circuit breakers (MCB) for each distribution boards of reputed make.	
		Concealed Copper Wiring of Reputed Make.	
		Switches of Reputed Make.	
	Kitchen/Utility Area	Power plug for Cooking Range Chimney, Refrigerator, Microwave Ovens, Mixer / Grinders in Kitchen, Washing Machine and dish washer in Utility Area.	
10	TELECOMMUNICATIONS, CABLE TV & INTERNET		
	Telephone Points	Telephone points in all Bed Rooms, Drawing / Living Rooms	
	Intercom facility	Intercom facility to all the units connecting Security	
	Cable TV	Provision for Cable Connection in Master Bed Room & Living Room.	
	Internet	One Internet connection Provision for all bedrooms.	
11	ELEVATORS / LIFTS		
	Passenger Lifts	Specification	Four High speed automatic passenger Lifts with rescue device with V3F for energy efficiency of reputed make for each tower with CCTV's inside the lifts.
		Flooring and Car Finish	Entrance with Granite / Marble Cladding.



	Fire / Service lifts	Specification	Two High speed automatic Passenger cum Service Lift per Block with rescue device with V3F for energy efficiency of reputed make for each tower with CCTV's inside the lifts.
		Flooring and Car Finish	Entrance with Granite / Marble Cladding.
12	WSP & STP		
		Domestic Water made available through an exclusive Water Softening Plant (Not RO Plant)	
		A Sewage Treatment plant of adequate capacity as per norms will be provided inside the project, treated sewage water will be used for the landscaping and flushing purpose.	
		Rain Water Harvesting at regular intervals provided for recharging ground water levels as per the norms.	
		Water meters for each unit for domestic & municipal water	
13	CAR PARKING		
	2 BHK & 3 BHK + 2T 3 BHK & 3 BHK + PDR RM	2 Car Parks for each Apartment	
		Car Parking shall be in Cellar 1, 2 & 3 levels	
		The Parking Slots shall be either side-by-side or Front-and-back.	
14	CHARGING POINTS FOR ELECTRIC CARS		
		Charging point for Electric Cars shall be provided for each flat. (At Extra Cost as per the given Cost Sheet)	
15	CAR WASHING FACILITY		
		Car washing facility shall be provided as per the vendor's specifications.	
16	PARKING MANAGEMENT		
		Entire parking is well designed to suit the number of Car Parks provided. Parking signages and equipment at required places to ease the traffic Flow.	
17	FACILITIES FOR DIFFERENTLY ABLED		
		Access ramps at all Block Entrances shall be provided for Differently Abled.	
18	POWER BACK UP		
		100% DG Set backup with acoustic enclosure & A.M.F	
19	SECURITY / BMS		
		Sophisticated round-the-clock security / Surveillance System.	



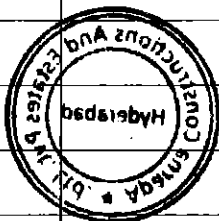
		Surveillance cameras at the main security and entrance of each block to monitor.
		Panic button and intercom is provided in the lifts connected to the security room.
		Solar power fencing all-round the compound.
20	CENTRALIZED BILLING	
		Billing shall be done for Consumption of Electricity, Water & LPG with prepaid meters system.
21	FIRE & SAFETY	
		Fire hydrant and fire sprinkler system in all floors and basements as per NBC Norms.
		Fire alarm and Public Address system in all floors and parking areas (basements) as per NBC Norms.
		Control panel will be kept at main security.
22	LPG	
	LPG Gas	Supply of gas from centralised Gas bank to all individual flats.
23	SOLAR POWER	
		50 KW Solar Power shall be provided and shall be connected to Common Area Grid for Optimization of Common Area Power Consumption
24	SOLAR HOT WATER	
		Solar Hot Water shall be supplied for all Bedroom Toilets exclusively for 32 nd (Last) Floor (At Extra Cost as per the given Price List).
25	CLUB HOUSE & AMENITIES	
A	State of the Art Club House Amenities	Grand Entrance Lobby
		Multipurpose Hall
		Creech
		Senior Citizen Room
		Hobby Room
		Kitty Party Space
		Mini Banquet Hall
		Coffee Shop /Reading Lounge
		Preview Theatre



		Gym
		Spa
		Aerobics
		Yoga/Meditation
		Guest Rooms - 24 Nos
		Swimming Pool
		Temperature Controlled Pool
		Kids Pool
		Business Lounge
		Coffee Lounge
B	Indoor Sports Facilities	Squash Courts
		Badminton Courts
		Table Tennis
		Billiards
		Chess / Caroms
		Gaming Area
		Mini Futsal Field @ Terrace Level
C	Commercial Block Facilities	Area for Super Market
		Area for Tiffin Centre
		Area for Clinic
		Area for Pharmacy
		Area for Bank
		Provision for Utility Office Area
26	OUTDOOR AMENITIES	Entrance Island Water Feature
		Cycle Track
		School Bus Parking with Shelter

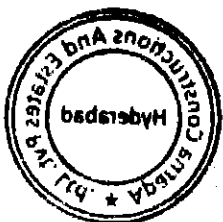
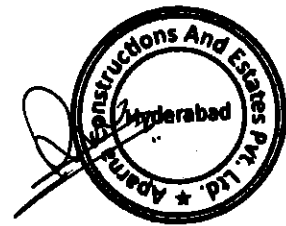


		Block Entrance Drop Off Area
		Seating Tracks
		Cycle Parks
		Water Stream With Sculptures
		Free Standing Sculptures
		Zen Garden
		Party Lawn
		Amphitheatre
		Kund Seating Under Covered Structure
		Water Cascade
		Aqua Gym
		Barbeque Counter
		Elevated Seating Deck
		Elderly Seating Deck
		Yoga Pavilion & Meditation Area
		Tree's Grove
		Children's Play Area
		Multi Height Children's Play Area
		Tennis Courts
		Campaigning area with Kinetic Sculptures
		Bonfire Area
		Bamboo Groove
		Motion Pictures Area with Seating
		Dog Park
		Multipurpose Court
		Beach Volley ball Court



		Splash Pad
		Cricket Practice Pitch
		Fitness Zone
		Half Basketball Court
		Skating Rink
		Futsal
		Wall Climber
		Kid's Cycle Park
		Butterfly Garden
		Medicinal Garden
		Aroma Garden
		Rock Garden
		Reflexology Zone

Branded items and inputs which are as per the terms and conditions of manufacturer/dealer/ supplier and are subject to availability.



Schedule – E (Draft only, subject to Change)
Bye-laws of the Association of Allottees
(Annexure)

BYE-LAWS OF APARNA ZENON RESIDENTIAL UNITS OWNERS WELFARE SOCIETY

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CHAPTER - I

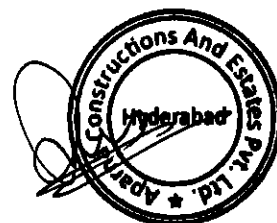
Article 1 - Preliminary

- i. The name of the Society shall be **"APARNA ZENON RESIDENTIAL UNITS OWNERS WELFARE SOCIETY"** which, for the sake of brevity, shall hereinafter be referred to as the "Society".
- ii. The Registered Office of the Society shall be at **"APARNA ZENON"** in **Survey Nos. 363 to 370, 405 to 410, 421 to 423, 431 to 438 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District.**

Article 2 - Aims & Objectives

The Society is formed primarily to constitute an organization of Owners of apartments in Blocks - A, B, C, D, E, F, G, H, I, J, K, L, M & N consisting of 3664 residential apartments and amenities block known as **"APARNA ZENON"** constructed in **Survey Nos. 363 to 370, 405 to 410, 421 to 423, 431 to 438 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District**, the Aims and Objectives of which shall be:

- i. To take possession of all Common Areas and Amenities in the premises of **"APARNA ZENON"**, more particularly described in Article IV (viii) below and hereinafter called the **"APARNA ZENON"**.
- ii. The Society is formed for the welfare of the members of **APARNA ZENON RESIDENTIAL UNITS OWNERS WELFARE SOCIETY**.
- iii. To manage and maintain upkeep of Buildings, all Common Areas and Amenities (including sports facilities), and equipment forming part of **APARNA ZENON** including the club house.
- iv. To provide and create an orderly, harmonious, secure, safe, cost effective environment and atmosphere to facilitate good quality of life for ultimate benefit of all the Members of the Society.
- v. To promote and foster peace, harmony and community living amongst all the Members of the Society.
- vi. To frame binding rules and regulations, as approved by the General Body from time to time or as provided for in these Bye-Laws.
- vii. To take up matters with competent authorities for common interest of the Residents for providing and or improving upon common facilities in the areas like – health, safety, environment, drainage, roads, street-lights, sanitation, water and electricity supplies and other issues that may arise affecting the Community.
- viii. To pragmatically determine and fix, the maintenance charges and other charges without resorting to any subsidy or deferring any critical maintenance and capital expenditure ensuring long term sustainability over short term goals. To collect and pay, maintenance charges, electricity charges and such other charges as may be required to be collected and paid by the Members of the Society on a monthly or a periodical basis.
- ix. To raise funds from the Owners or Residents for achieving the objectives of the Society.



- x. To sustainably use and keep the machinery, equipment and the other assets of the Society at its prime capabilities over the long run by ensuring prompt, routine and orderly maintenance, as and when required.
- xi. To carry out and promote/encourage social, cultural activities like entertainment, sports, educational programs etc and for the welfare of the community at large.
- xii. To associate and collaborate with other housing societies, bodies and organizations by forming a federation to collectively take up with Government agencies for common interests.
- xiii. To preserve bio-diversity, greenery, to protect the environment and to conserve water & energy.
- xiv. To conduct and do all things that are necessary and relevant for the accomplishment and fulfilling of the aforesaid objects of the Society.

Article 3 - Certificate

- i. Certified that the Society is formed with a "No Profit and No Loss" motive and that no commercial activity is involved in its working.
- ii. Certified that the Office Bearers of the Society shall not be paid any remuneration or honorarium or payment of any kind from the funds of the Society
- iii. Certified that all the income earnings, movable, immovable properties of the Society shall be solely utilized and applied only towards the promotion of its aims and objects set forth in these Bye-Laws and no portion thereof shall be paid or transferred directly or indirectly by way of profit, dividends, bonus, loan or in any manner whatsoever to the present or past Member of the Society or to any persons claiming through any one or more of the present or past member.
- iv. Certified that no Member of the Society shall have any personal claim on any moveable or immoveable properties of the Society or make any profit whatsoever by virtue of his/her Membership.

Article 4 - Definitions

- i. **"Society"** shall mean, "THE APARNA ZENON RESIDENTIAL UNITS OWNERS WELFARE SOCIETY" in short "ASZOWS"
- ii. **APARNA ZENON** shall mean, the land 1,22,033.2 (Sq. Mtrs.) equivalent to Ac.30-06½ Gts after excluding the land admeasuring 7,936.12 Sq. Mtrs. towards land affected under 30mts master plan road, 5,878.98 Sq. Mtrs. towards land affected under 12 Mts peripheral road and 1997.87 Sq. Mtrs. towards Nala buffer, total admeasuring 15,812.97 Sq. Mtrs. equivalent to Ac. 3-36Gts from the total land admeasuring Ac.34-02 ½ Gts in **Survey Nos. 363 to 370, 405 to 410, 421 to 423, 431 to 438 of Puppalguda Village, Gandipet Mandal, Ranga Reddy District**, consisting of 14 blocks A to N consisting of 3664 residential units and an amenities block which includes the club house , other utilities and facilities.



- iii. **"Block"** shall mean each single building denoted alphabetically from A to N.
- iv. **"Block Representatives"/"BR"** shall mean the elected representative for the respective Block.
- v. **"Blue Book"** shall mean the document designated as a Blue Book and published by the Promoter and given to each initial purchaser from the Promoter, for the benefit of the Residents comprising of various do's and don'ts within APARNA ZENON.
- vi. **"Bye—Laws"** shall mean the registered Bye—Laws of the Society namely "APARNA ZENON Residential Units Owners Welfare Society" and as amended from time to time.
- vii. **"Committee Members"** shall mean the four other elected representatives forming part of the Executive Committee in addition to the President, Vice-President, Secretary, Joint-Secretary and Treasurer.
- viii. **"Common Areas and Amenities"** shall mean the land in APARNA ZENON as described in clause (ii) and also the structure of 14 blocks club house, water supply system including sumps, bore wells, pipelines, sewerage lines and compound wall, passage, open lands, landscape, common corridors, staircases, water piping system, drainage system, pathways, driveways, office rooms and toilets and other rooms meant for the Society and maintenance staff, Electro mechanical equipment like Electricity distribution system, DG sets, Fire safety pumps, circuit breakers, lifts, transformers, CC tv's, boom barriers, solar fencing, STP, WSP and any other areas commonly understood as Common Areas and Amenities.
- ix. **"Corpus fund"** shall mean the Corpus Fund collected by the Promoter to be transferred to the Society and also subsequently collected by the Society.
- x. **"Defaulting Member" or "Defaulter Member"** means any Member who has not paid the dues to the Society for 60 days or more.
- xi. **"Executive Committee" "EC"** shall comprise of President, Vice-President, Secretary, Joint-Secretary, Treasurer and four Committee Members.
- xii. **"General Body"** shall mean all the Members of the Society collectively.
- xiii. **"Limited Common Area"** means, parking area limited for the use of the Owners to whom the parking slots are allotted by the Promoter.
- xiv. **"Landowner Promoter"** shall mean any person allotted Residential Units in APARNA ZENON pursuant to any form of development agreement entered into with the Promoter.
- xv. **"Maintenance charges"** means charges payable by Members for upkeep/maintenance and operation of facilities and amenities in APARNA ZENON like security, house-keeping, landscape, electricity, lifts, equipment, Club House, GYM and Swimming Pool etc.
- xvi. **"Member"** shall mean the following:
 - a. Owner of the Residential Unit.
 - b. In case of a joint owners, one of the joint owners who is duly authorized in writing by all the joint owners who own the Residential unit, with such authorization being duly submitted to the EC.



- c. An authorized representative of an artificial legal person or partnership firm that is an Owner of the Residential Unit and is duly authorized in writing by such artificial legal person or partnership firm with such authorization being duly submitted to the EC.
- d. A Landowner Promoter who has been allotted Residential Units in APARNA ZENON by the Promoter.
- xvii. **"Management Council"/"MC"** shall mean collectively, the Executive Committee and Block Representatives.
- xviii. **"Office Bearer"** shall mean any elected representative forming part of either the Executive Committee or Management Council.
- xix. **"Owner"** means, registered owner(s) of the Residential Unit and shall include the Promoter or a Landowner Promoter or an artificial person in relation to Residential Units which are retained by the either the Promoter or artificial person, unsold Residential Units and also the Residential Units sold but not registered in favour of the buyers.
- xx. **"Promoter"** means, **APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED**, registered under the Companies Act 1956, having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad.
- xxi. **"Resident"/"Residents"** shall mean all the persons living in the Residential Unit including Owner(s) and Tenant(s).
- xxii. **"Residential Unit"/"Residential Units"** means a separate and self-contained premises used or intended to be used for residence and covered under registered sale deed through which it is purchased in APARNA ZENON, or allotted to a Landowner Promoter.
- xxiii. **"Tenant"** shall mean an individual who has pursuant to a lease/license with an Owner of a Residential Unit availed possession of the Residential Unit.

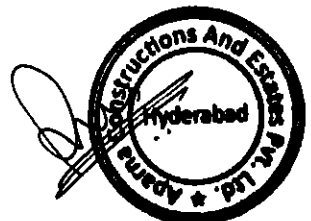
CHAPTER - II

Article 5 – Applicability of the Bye-Laws

- i. The Bye-Laws shall be applicable to all the Members of the APARNA ZENON and the Members shall adhere and comply with all the Bye-Laws, SOP's and any such other norms prescribed through the Bye-Laws which are duly approved under the Bye-Laws.
- ii. Any Member contravening or violating the Bye-Laws shall be subject to fines, penalties, liabilities, restrictions or redressal as imposed pursuant to the Bye-Laws.

Article 6 - Membership

- i. The Members of the Society shall consist of all the Apartment Owners of APARNA ZENON. Every Owner shall be deemed to be a Member of the Society.
- ii. All the Residents must respect the rights of others. Every Resident must conform to spirit of brotherhood, be cordial and maintain friendly relations with all other Residents. Every Resident must willingly and voluntarily conform to the Bye—Laws, rules, regulations and operating guidelines of the Society.



- iii. Subject to these Bye-Laws, all the Owners or their authorized representatives in accordance with these Bye-Laws, shall be the Members of the Society with voting rights. There shall be one vote for each Residential Unit Owner. In relation to the Residential Unit retained by the Promoter, the Promoter shall be entitled to exercise Membership and voting rights. However, the Owners shall be entitled to exercise vote through their proxies, who shall either be their family Members, tenants/licensee or other duly authorized agents, in the manner provided under these Bye-laws.
- iv. In the event of minor being the Owner of a Residential Unit, his/her natural guardian i.e., either mother or father or any person being appointed as legal guardian shall get membership on behalf of minor by providing declaration to the Executive Committee as per form stipulated by the Management Council.
- v. In case of an artificial person, the authorized representative of the artificial person as representative of an artificial legal person or partnership firm that is an Owner of the Residential Unit and is duly authorized in writing by such artificial legal person or partnership firm with such authorization being duly submitted to the EC.

Transfer of Membership

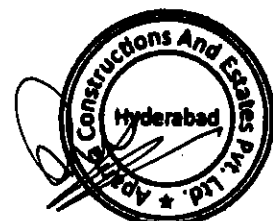
- vi. In case of death of any Member, the transfer in favour of the nominee (if duly nominated in writing and submitted to the Society by a Member and not withdrawn/modified during such person's lifetime) shall be made without any fees and in the absence of a nominee, if there is a sole legal heir of the Owner then to such sole legal heir on furnishing of necessary evidence to that effect, shall be made on payment of Rs 5000/- (Rupees Five Thousand only)
- vii. In any other case, a transfer fee of Rs 50,000/- (Rupees Fifty Thousand only) shall be payable by the transferee, seeking transfer, to the Society on resale or any other case.
- viii. All the transfer fees collected by the Society shall be credited to the Corpus Fund.

Joint Ownership of Residential Unit:

- ix. Wherever the Residential Unit is purchased or jointly owned by more than one person, all the joint Owners shall provide declaration/authorization in writing as per form stipulated by the Management Council, and submitted to the EC, mutually agreeing to provide Membership in the name of one of the Joint Owners.
- x. Any Owner may represent all other Owners of Residential Unit and in case of dispute, the Owner or other person authorized by all the other Owners, shall alone be permitted to vote on behalf of all the Owners.
- xi. In the absence of a duly written declaration/authorization as above no vote shall be exercised by such Joint Owners.

Nomination by Members:

- xii. Every Member shall execute a nomination form, nominating one of his/her legal heirs, as nominee for the purpose of transfer of Membership. If any member fails to execute the nomination form, in case of individual Members [who are also Owner(s)] the Society will transfer the Membership in the name of the spouse of the deceased member, if any, and if no such spouse is alive, the eldest child of the deceased member. In the absence of spouse and children, the Membership will be transferred to the parent of the deceased member. In case of sole legal heir, the Membership will be transferred in favour of such sole legal heir. The transfer of Membership as above shall always be subject to the orders or decrees passed by a competent court of law.



Cessation of Membership:

- xiii. A member shall cease to be a member when he ceases to be an Owner of a Residential Unit. He/she shall, however, shall be liable to pay all the outstanding amounts due to the Society. In case of non-payment, the liability shall automatically stand transferred to the new Owner of the Residential Unit. However, the past Owner and the new Owner shall remain jointly and severally liable till such time the outstanding dues are paid.

Rights of Members:

- xiv. A member shall be entitled to receive one copy of the registered bye-laws of the Society.
- xv. Every Member shall be entitled to submit his/her grievance in respect of any of the amenities and/or facilities in the community for redressal within reasonable time.
- xvi. Every Member shall be entitled to receive a copy of the statement of account and such other documents relating to the management and affairs of the Society as may be required upon payment of copying charges at the rate fixed by the Management Council.
- xvii. The Members and their family Members shall be entitled to participate in all the functions and programs organized by the Society. Every Member shall be entitled to have one vote in respect of each Residential Unit owned by him/her. Every member shall be entitled to inspect the records and accounts of the SOCIETY at all reasonable working hours with prior intimation.

Forfeiture of Rights

- xviii. A Defaulting Member, and all persons residing in the Residential Unit belonging to such Defaulting Member shall not be entitled to any of the rights and privileges enjoyed by the other Members, shall also not be entitled to use club house, common amenities & other facilities offered by the Society and shall also forfeit rights to attend meetings and all voting rights whatsoever till all dues are cleared.

Article 7 – Capital, Funds & Income of the Society

Corpus Fund

- i. The Executive Committee shall be authorized to take over the Corpus Fund amount from the Developer/Builder/Promoter and the same shall be kept in Fixed Deposit/Secured Bonds earning maximum interest with any Schedule I Bank (as considered by Reserve Bank of India) and the same shall be treated as a Permanent Corpus fund of the Society.

Raising of Funds

- ii. By contribution towards Corpus Fund from the Members at the rate of Rs.1,00,000/- (Rupees One lakh only) payable in respect of each Residential Unit at the time of formation of the Society towards management and maintenance of the common premises and facilities.
- iii. The Society is empowered to collect contributions from Members towards management and maintenance of the Common Areas and Amenities being "monthly maintenance charges" and "the repairs and maintenance reserve fund" at the rates decided upon by the Management Council from time to time which are to be levied proportionately on the basis of area of Residential Units as per sale deed. No rebate on maintenance charges shall be



claimed by the Owner due to non-occupancy of the Residential Units as almost all the maintenance expenses are fixed costs irrespective of occupancy.

- iv. The Society is empowered to collect User Charges for use of Club House, GYM, Swimming Pool and other amenities at the rates decided upon by the Management Council from time to time.
- v. The Society is empowered to collect deposits/contributions from Members to construct/purchase any new infrastructure/equipment for improvement of the Community at the rates decided upon by the Management Council from time to time.
- vi. Income from lease-hold rights of common facilities and amenities.
- vii. Interest on Fixed Deposit/Secured Bonds of corpus fund or any other surplus
- viii. By way of Transfer Fee from the Transferees, other than family Members, as provided in Article VI (vii)
- ix. By way of fine as may be imposed by the Executive Committee as per these bye - laws.
- x. By way of moving in / out charges both internally and externally by tenants at the rate of Rs.2,500/- per movement.
- xi. By any other mode as may be decided from time to time by the Management Council/General Body for implementation of aims and objects.

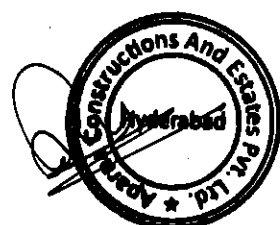
Article 8 – Assets & Equipment of the Society

- i. The Society shall take possession from the Developer and shall have absolute authority over such assets and equipment and full control over its maintenance thereof.
- ii. The Society and its Members shall duly maintain and ensure upkeep of all such assets and equipment in accordance with these Bye-Laws.

Article 9 – Utilization of Funds

Maintenance Charges

- i. The amount of maintenance charges so collected shall be utilized towards expenditure for the maintenance of Common Areas and Amenities. This shall also include payment of salaries to staff employed for performance of various functions on a regular/casual/contract basis for administration of maintenance, salaries/charges for providing watch and ward staff and payments to all contractors of the Society, expenses towards printing, stationery, postage, audit fee, legal fee, water charges, electricity charges and pest control services for Common Areas and Amenities and any other charges as approved by the Management Council from time to time.
- ii. All the income earnings, movable, immovable properties and funds of the Society shall be solely utilized and applied towards the accomplishment of its aims and objects and no portion thereof, other than eligible refunds, shall be paid or transferred directly or indirectly by way of profit, dividends, bonus, loan or in any manner whatsoever to the present or past member of the Society or to any persons claiming through any one or more of the present or past member.



- iii. Funds shall also be utilized for periodical checking / servicing of the Equipment including its service charges.
- iv. If the repairs to be effected to the Common Areas and Amenities of the building exceed the estimated returns/interest on the corpus fund in any particular year, the Executive Committee shall convene the meeting of the General Body and place the estimated costs of such repair and call upon the Members to contribute proportionately towards such exceeding cost.
- v. The Executive Committee shall maintain accounts with all the diligence and submit the account closed up to 31st March of each year and audit report certified by a chartered accountant, to the Annual General Body Meeting to be held on fourth Saturday or Sunday of April every year. If the General Body is not held for any unforeseen and unavoidable circumstances, the statement of account and audit report shall be submitted to the Management Council and the said Annual General Body Meeting shall be held promptly thereafter depending upon the prevailing circumstances. and in no case, such Annual General Body Meeting shall be postponed beyond May each calendar year. If the Annual General Body Meeting is not held as above, each member of the Executive Committee shall be liable to pay a penalty of INR 100/- for each defaulting day beyond 31st May of each calendar year.
- vi. The funds of the Society when not utilized for the purpose mentioned under these Bye—Laws may be deposited as fixed deposit/any other deposit with any Schedule I bank/s for appropriate period to be decided by the Management Council. Such deposits together with the interest accrued, shall be utilized only for the betterment and maintenance of the Common Areas and Amenities of the Society.
- vii. If the total cash payments to any single vendor or for any reason whatsoever in a calendar month exceeds INR.25,000/- should be ratified in the immediate Management Council meeting. While making various payments and invoicing / collecting of the receivables, the EC/MC as the case may be shall ensure compliance with regard to Tax Deduction at Source (TDS) or all other applicable provisions pertaining to The Income Tax Act, Provisions of The Goods and Services Act, all other applicable statutory laws, rules and regulations.

Repairs and Maintenance Reserve Fund:

- i. The Executive Committee shall have the discretion to allocate a percentage of the maintenance charges towards a repairs and maintenance reserve fund, which shall be only utilized for the incurring expenses towards repairs and maintenance activities which may involve substantial expenditure but are not capital in nature.
- ii. In the event, the Executive Committee forms the view that the prevailing maintenance charges are not sufficient to cover repair and maintenance activities which may involve substantial expenditure but are not capital in nature, the Executive Committee may at its discretion, charge an additional amount for any given month(s) towards repairs and maintenance reserve fund in addition to the maintenance charges, which shall not exceed 10% of the overall maintenance charges.

Corpus Fund:

- iii. The Promoter shall transfer the Corpus Fund collected by it from the Owners of the Residential Unit to a separate bank account to be opened in the name of the "APARNA ZENON Corpus Fund" in any Schedule 1 bank. The funds shall be invested in the most



beneficial manner subject to the Bye-Laws. There shall not be any withdrawal from the Corpus Fund for a period of ten years from the date of deposit and the current interest accrued thereon shall be for initial three years. The current interest means, the interest earned or estimated during the financial year, in which the expenditure is sought to be incurred. For removal of all doubts, it is hereby declared that the interest accrued during the previous years shall become part of Principal Corpus Fund and shall be subject to the same limitations and restrictions as the principal Corpus Fund.

- iv. The Corpus Fund of the Society shall consist of contribution of the Members, transfer fee and shall be kept in Fixed Deposit in any Schedule 1 Bank and shall not be utilized for any purpose except as provided expressly in this regard in the Bye-Laws.
- v. The Corpus Fund or any part thereof, including the interest accrued thereon, shall not be utilized for day-to-day maintenance, including replacement of electric bulb, day to day repairs and servicing, wages of staff, utility bills, etc. It shall be used only for the purpose of exterior paintings, structural repairs to the building, replacement or acquisition of any equipment like motor, lift, generator, fire safety equipment and the like or major repairs or replacement of water supply/sewerage system, additional electricity consumption deposit and towards statutory liabilities. The interest accrued on corpus fund shall also become part of the corpus fund. No amount whatsoever from the corpus fund shall be withdrawn by the Executive Committee, except on a resolution by the General Body in its Annual General Body Meeting or an extraordinary General Body Meeting called for the said purpose. The agenda for the meeting with any proposal for expenditure shall be circulated by the committee to all Members with a notice of fifteen days before such Annual General Body Meeting or extraordinary General Body Meeting. No Expenditure beyond the interest accrued, shall be incurred unless a special resolution is passed by 2/3rds of the Members present and voting in such meeting.
- vi. Notwithstanding anything to the contrary in these Bye-Laws, there shall be special proxy form for such meeting, clearly authorizing the voting on any subject relating to corpus fund. Such a proxy form once submitted cannot be changed, nor withdrawn subsequently. Wherein, Member shall not be allowed, to exercise the proxy for more than 5 Members at once.
- vii. The President / Secretary and Treasurer shall explain the necessity of the expenditure and the estimates prepared by the competent technical person to the General Body. Any Member shall be entitled to participate in the discussion and raise all objections during the meeting and the President / Secretary and Treasurer shall answer or clarify all such objections/ queries. All Members shall maintain decorum in all such meetings.
- viii. All amounts collected by the Society other than the amounts credited to the Corpus Fund shall be deposited in the bank account to be opened in the name of Society and to be operated by the President, Secretary and Treasurer, who may also use net banking services to do wire transfers if required. The cheques shall be signed by the Treasurer along with either President or Secretary. The Treasurer shall be liable for accounting of all receipts and payments to the Executive and Management Council and both shall be liable to the General Body.
- ix. The Society is not entitled to put the corpus fund or any other surplus/funds in any instruments speculative in nature.

Operation of the Bank Accounts of the Society

- x. No amount may be withdrawn from Bank Accounts without explicit prior approval of the Management Council. Such approval and purpose of the withdrawal of monies must be

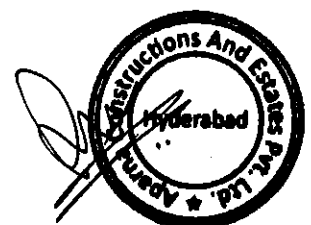


recorded in Minutes of Meeting of the Management Council. The Cheque Number(s) utilized for such withdrawal must be recorded along with the relevant approval. Withdrawal of cash from the bank accounts shall not exceed an amount of INR 1,00,000/- (Rupees One lakh only) per day or any statutory limits prescribed, whichever is lower.

- xi. Any withdrawal of monies from Bank Accounts which do not have approval of the Management Council and not recorded shall be considered as misappropriation and the Society has right to proceed against the Management Council as per the Laws of the land.
- xii. Post-facto approval, by the Management Council, of withdrawal of monies, is not permitted as per Bye—Laws and such withdrawal of monies are considered as misappropriation and the Society has right to proceed against them as per the Laws of the land.
- xiii. In the event of any defaults committed by the Members of the Management Council including any financial misappropriation, they are subject to disciplinary proceedings and legal actions as per the laws of the land.

Article 10 – Quantum and Contribution of Payments by Members

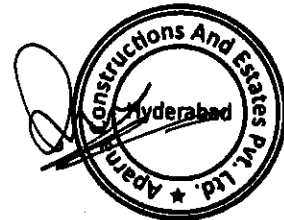
- i. The Management Council shall be the sole authority to decide amount to be contributed by each Owner towards maintenance basing on the area of the Residential Unit. Every member shall be liable to pay the maintenance charges without demur to the committee as decided by the Management Council from time to time. The committee shall display the amount payable towards charges in the notice board. However, it shall be the duty of Member to verify with the Society office and find out the amount payable towards maintenance charges and shall not be entitled to raise any objections about due notice in this regard.
- ii. It is the joint and several responsibility of the Members who are the Owners of the Residential Unit as well as Tenants who are in actual occupancy of the Residential Unit to pay the monthly maintenance charges regularly and well before the due date.
- iii. The monthly contributions as notified by the Society to all Members shall be paid in advance on or before the 10th day of the month in which the payment is due. For any delayed payment, interest at the rate of 24% per annum or at any such rates as may be decided by the Management Council from time to time from the date the bill became due till the payment is received from the Resident. In case the maintenance charges are not paid on or before the "due date", the Society shall issue within 15 days from the due date, a notice by website or email or hand delivery, demanding payment of all arrears within the next 15 days.
- iv. The Society shall credit all the amounts collected by it from time to time by way of transfer fees, fines, etc., except those collected towards (i) maintenance charges' or (ii) for special occasions like festivities, rentals from vendors, surplus revenues from clubhouse, to the APARNA ZENON Corpus Fund, at the end of each calendar month with a statement of account to be submitted to the Annual General Body Meeting.
- v. All amounts payable to the Society shall be paid only by way of Cheques, Pay Orders, Demand Drafts, Electronic payment and Standing Instructions like "ECS" drawn in favor of "APARNA ZENON OWNERS WELFARE SOCIETY" or in abbreviated form "ASZOWS" payable at Hyderabad or through any other mode as may be decided by the Management Council from time to time.



- vi. It shall be the duty of every Member to collect the receipt for any payment made by him, with full particulars, from the Treasurer or duly authorized employee of the Society. In case of dispute, no evidence shall be accepted except the receipt issued by the Treasurer or such duly authorized employee of the Society.
- vii. No Member shall be entitled to raise any dispute with regard to any amounts payable to, or demanded by the Society, unless he/she pays the said amounts, under protest.
- viii. Any dispute between the committee and the Member or between the Members regarding the management, maintenance or utilization of any Common Areas and Amenities, noncompliance of bye-laws / rules including the payment, non – payment of maintenance charges shall be referred to the Grievance Committee to be appointed by the General Body for the period of two years in its Annual General Body Meeting. No Person elected to the Executive Committee or Management Council shall be eligible to be appointed to Grievance Committee. The Grievance Committee shall consist of five Members. The Grievance Committee shall elect its own chairman. The decision of the Grievance Committee shall be by majority and all proceedings of the Grievance Committee shall be recorded and be presented to the General Body in its Annual General Body Meeting. The Grievance Committee shall hold its meeting as per the requirements, but one such meeting shall be on the last Saturday/Sunday of every month without fail. The Grievance Committee shall dispose off the grievances or complaints as expeditiously as possible within one month of notice to the parties' concerned. The Quorum for Grievance Committee shall be three. The decisions of the Grievance Committee shall be binding on the Society and its Members.

Default in payment of Dues

- ix. In case of default in payment of the monthly maintenance charges, other contributions and other dues, continuously for a period of 60 days together with interest, the President or Secretary or Treasurer shall, after due notice of not less than seven (7) days, for just and sufficient cause, cut off, withhold or in any manner curtail or reduce any supplies or essential services like supply of electricity, water, conservancy of sanitary service etc., enjoyed by the Owners or Resident without prejudice to any other right of the Society or the Executive Committee to collect the dues including but not limited to file a suit for recovery of dues.
- x. The Society shall have a charge on the Residential Unit as a security for recovery of any arrears from the Member towards payment of maintenance charges or other payments due to the Society by the Member or Tenant if the Residential Unit is rented/leased.
- xi. The Management Council may keep the list of defaulters along with amount due in the notice board and/or circulate the same to the Members.



CHAPTER – III

Article 11 – Responsibilities & Liabilities of the Members

Maintenance Charges

- i. All the Owners or Residents shall regularly pay monthly maintenance charges to be stipulated by the Society from time to time and also other amounts as per these Bye-Laws. In the event of default of the same, the Society shall initiate action as per Article 11 (vi).
- ii. Irrespective of the non-occupation of the Residential Unit or if it is vacant for any period, the monthly maintenance charges levied by the Society shall be paid by the Resident.
- iii. Irrespective of whether an Owner or Resident uses the Club House, GYM, Swimming Pool and other amenities or not, the maintenance charges are payable by him. If the Member uses the above amenities, then he must also pay "user charges".
- iv. The monthly maintenance charges shall be collected by the Society basing on the area of the Residential Unit as per sale deed.
- v. The tariff/rates payable by Residents/users for Electricity, DG Power, Cooking Gas, Water and other usages charges for Club House facilities shall be fixed, notified and collected by Management Council from time to time. The respective meters for Electricity, DG Power, Water and Cooking Gas are owned by the Owners and it is their responsibility for the repairs and replacement costs.
- vi. In case of breach of any of the conditions as above or the resolutions of the Society or non-payment of maintenance charges, electricity charges, water charges or other amounts liable to be paid to the Society, the President/Secretary shall serve a 24 hours' notice on such erring member / Resident, calling upon him/her to rectify and if the breach/default continues beyond 24 hours, the President/Secretary shall be entitled to disconnect water, electricity or such other service and refer the case to the Executive Committee for further action within 48 hours thereof. The Executive Committee shall, after hearing such erring member /Resident, take such decision as it deems fit and the decision shall be final. The Executive Committee may also impose such fine, not exceeding Rs.5,000/- (Rupees Five thousand only), which may be enhanced from time to time by Resolutions of the General Body, or the actual amount of loss or damage caused by such member, whichever is higher. All Owners and tenants agree that this deterrent action like disconnection of water, power etc. by the Society is an absolute necessity in the larger interest of the community to prevent any member / Members from defaulting on payment of maintenance and other charges. It should be noted that default of maintenance charges by Members may result in default of payment by Society for hundred percent essential services which are further elaborated herein below:
 - a. Electricity: All the Members acknowledge that there is only a single connection for the electricity supply for the whole of APARNA ZENON, which has internal sub-meters fixed which belong to the Owners. Any default of payment by a Resident against the supply of electricity even for a single Residential Unit would lead to a shortfall in payment of the electricity bill which in turn would lead to the disconnection of the entire electricity in APARNA ZENON by the authorities as it is a single connection.
 - b. Water: Owing to the size and scale of APARNA ZENON, a continuous water supply is possible only when there is a uninterrupted electrical supply for all such water pumps and equipment essential for water supply in APARNA ZENON. All the Members

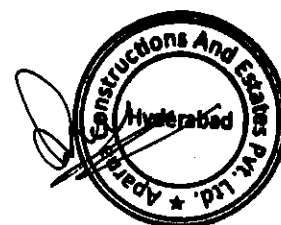


acknowledge that due to the single connection of the electricity supply as contemplated in clause Article 11 vi (b), default towards payment towards electricity would directly affect the water supply for the whole of APARNA ZENON. All the Members hereby acknowledge, agree and find this clause reasonable as non-payment of electricity dues directly affect the continuous water supply in APARNA ZENON.

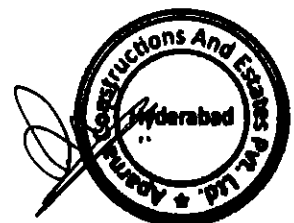
- c. Similarly, the default of payment of the electricity dues as ascertained under Article 11 vi (b), the consequences of which would also be applicable for all the assets and equipment of the Society including but not limited to backup power, fire safety, lifts and the like, thereby adversely affecting the living conditions and quality of life throughout the the community in APARNA ZENON as a whole. Including, the promptly paying Residents for no fault of theirs.
 - d. In light of the above, all the Members agree that this Article 11 (vi) allowing for deterrent action against a defaulting owner/tenant by disconnecting essential supplies is not only fair and reasonable but in fact vital and imperative for continuity of essential services in APARNA ZENON.
- vii. All the Members deem it essential and acknowledge that the maintenance charges from the Residents are the only source for running all the maintenance services and there is no other external funding or subsidy by any government or non – government agencies in any form.

Table indicating essentiality of the services in Aparna Zenon is shown below

S. No.	Service	Priority	Whether Essential	Points for Consideration	Collateral / Financial Losses due to Poor Maintenance
1	Power Distribution & Supply / Backup Power	Very High	100%	Without power there will be no water supply to Residents and no lifts in case of medical emergencies.	Very High
2	Water Supply (Hydro-pneumatic Pumps & PRVs)	Very High	100%	Power and water being available if pumps are non-functional water can't be supplied.	Very High
3	Lifts/Elevators	Very High	100%	Life cannot be imagined without the lifts being functional 24*7*365 days. Movement of people becomes impossible without the lifts even for a few minutes especially in case of emergencies.	Very High



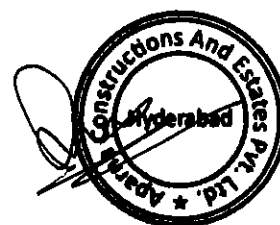
4	Fire Safety & Fire Fighting Equipment (Fire Extinguishers, Booster Pumps, Hydrants, Sprinklers, Public Address & Fire Alarm Systems)	Very High	100%	The very objective of Safe Living/Fire Safety Systems is defeated if the Fire Pumps and other Fire Fighting and Alarm Systems are non-functional and not kept in 'AUTO' mode 24*7*365 days.	Very High. Negligence may lead to prosecution
5	Piped Gas Distribution Pigtails, Adaptors, PRS I & PRS II	High	Essential but not 100%		High
6	Sewage Treatment Plant Air Blowers, Feed Pumps, Filters, Hydro-pneumatic System, AHU, Centrifuge	High	Essential but not 100%	Operating and treating the raw sewage is truly serving the purpose in terms of conserving water by recycling the treated water for flushing and irrigation purpose and protecting the environment by letting out the excess water only after treatment.	High
7	Water Softening Plant	Low	Not Essential	Hardness of Metro Water is within the limits and needs to soften only Borewell water.	High
8	Storm Water Drainage System (Surface Drain Dewatering System) (Dewatering Pumps in Auto Operation)	High	Essential but not 100%	Choking of storm water drains might cause heavy flooding in the basements/utility areas during incessant rains and needs to be properly maintained.	Moderate to High
9	Physical Security	High	Essential but not 100%		Moderate
10	Security (CCTV)	High	Essential but not 100%	Record of any untoward incidence could be missed in case of a failure of the remote surveillance system.	High
11	Security (Solar Power Fencing / Boom Barriers)	Moderate	Essential but not 100%		N/A
12	Housekeeping	Low	Not Essential		Low
13	Horticulture &	Moderate	Not Essential		Moderate



	Landscaping				
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Cleanliness, Ambiance and Visual appeal

- viii. No Resident shall dispose / throw / dump the garbage or refuse in the Common Areas and Amenities or ducts or in any open place. The garbage shall be properly packed and disposed-off in the manner stipulated by the Society.
- ix. No Resident shall throw or allow any combustible material or other hazardous material in any common area and also not store inside the residence. Since reticulated gas supply system is installed for the safety and convenience of the community as a whole usage of individual cylinders inside the flat shall not be permitted and can be restricted by the Society at the entry gate itself.
- x. No Resident shall throw any material into the pipelines/ducts. In case of any drainage or other problem, he/she shall only requisition the services of the plumber nominated by the Society.
- xi. No Resident shall let out the water used for cleaning or washing into the Common Areas and Amenities or parking areas. The cars/vehicles shall be washed with water, only at the earmarked places and not in parking slots or else-where.
- xii. Every Resident shall keep his Residential Unit as well as the Common Areas and Amenities clean and hygienic.
- xiii. No Owner/Resident shall carryout interior works inside their Residential Unit during night between 8.00 PM to 7.00AM. No work is permitted on Sundays and public holidays. Only emergency repair work is permitted on holidays.
- xiv. Interior workers are not allowed to stay back inside the flat during the said timings. The interior works should be completed within three months (90 days) from the date of commencement of interior works including Sundays/Holidays under written intimation to Society Office along with a copy of Apartment handing over letter. If unduly delayed beyond three months, the owner is liable to pay Rs. 1000/- per every additional day subject to change by Management Council as may be deemed fit. The extra cost of debris disposal during the additional days shall be borne by the Owner concerned. MC reserves the right to restrict the additional days of work to avoid inconvenience to neighbours / other residents. MC's decision in this regard will be final and binding.
- xv. All Owners / Residents bringing any material for the interior works shall be solely responsible for it's safety and security. Any risk of loss of such material shall strictly be borne by the Owner / Residents bringing the material. The Owners / Residents shall comply with the do's and dont's notified for interior works and by Blue Book while living in the community.
- xvi. Footwear shall not be allowed to be scattered in the corridors. They should be properly placed in shoe rack size of which shall not exceed: 15 inches depth, 36 inches height and 21 cubic ft. in total volume. This is to protect the general ambience in the common corridors. The shoe rack shall be placed without causing any safety hazard to children and obstruction to Residents.
- xvii. Resident shall not place / hang flower pots / plants / shrubs or dry cloths / mops on their balcony / sit out / utility / railings /on and in common corridors. In the event of any damage,



injury, death arising due to fall of such objects or any other materials the concerned Resident shall be held solely responsible.

- xviii. No Resident shall do or suffer anything to be done in his Residential Unit which may cause nuisance, annoyance or inconvenience to any of the Resident or carry-on practices, which may be repugnant to the safety, general decency, peace or morals of the Residents of the Premises. The President/Secretary and the Block Representatives shall be competent either suo-moto or on complaint to take steps to stop all such practices mentioned above.
- xix. No Advertisements or Posters of any kind shall be pasted in the Elevators or in or on the Apartments except as authorized by the Management Council.
- xx. Every Resident shall be required to cooperate with the maintenance staff for taking readings of meters installed inside their Residential Units.

Repairs, Alterations, Demolitions, Common Areas and Amenities

- xxi. Every Resident shall use the Common Areas and Amenities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other Residents/occupants.
- xxii. The Owners shall reimburse the Society any expenditure incurred for repairing or replacing any amenity or facility damaged within the common area through any fault of his/her and/or for damages caused by his/her tenant and the same will be recovered as if the same is a debt recoverable by the Society. The quantum of amount decided by the Management Council of the Society in this regard shall be final and conclusive.
- xxiii. No Resident / Owner shall paint / modify the exterior walls or doors of his / her flat or carry out interior decorations on the exterior walls in the Common Areas and Amenities. AC outdoor units shall be fixed in allotted/prescribed space only. The Society has right to remove the same and charge them to restore the premises to previous condition and impose any penalty as deemed appropriate in order to maintain uniformity and protect ambience.
- xxiv. Residents shall not be permitted to draw/hang loose wires/cables outside their Residents or erect dish antennas on external walls or protruding out of their balconies to protect ambience, beauty and safety of the buildings.
- xxv. Common corridors shall be kept free of any materials including bicycles, tricycles and kids play items.
- xxvi. Every Resident shall be required to co-operate for carrying out the required repairs/maintenance works inside the Residential Unit to attend to the problems where two Residents whose Residential Units are causing leakages, seepages affecting neighbors down below or above Residential Units or Common Areas and Amenities adjoining or in close proximity with such Resident Units. In such a case, involving two Residents the expenses incurred shall be borne equally by the Residents and Society i.e. one third each.
- xxvii. All the repairs and any additional installations for supply of water, power, disposal of sewerage, telephones, Air conditioners, sanitary installations doors, windows, lamps and all other accessories belonging to the Residential Unit shall be at the expense of the Owner concerned.
- xxviii. Every Member is expected to carry out promptly all maintenance and such repair works within his/her own Residential Unit which if omitted would affect the Residential Units



belonging to other Owners in their entirety or in part and shall expressly be liable for any damage that may be caused to the Residential Unit belonging to other Owners or to the common amenities because of his/her failure to do so.

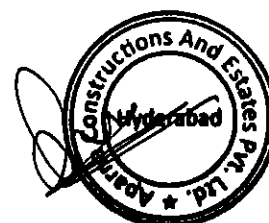
- xxix. The Society shall not be responsible in any way for any of the warranties or obligations or commitments which are to be executed by the Promoter or Developer. In case of any issue, the Owner shall address the issue with the Promoter or Developer directly.

Use of Residential Units

- xxx. The Residential Units are meant and approved for Residential use only and no Member or tenant shall use the Residential Units for any other use. It is further clarified that any commercial, social or cultural activity including but not limited to crèches, beauty parlors, offices, service apartments, paying guest accommodation, guest houses, commercial cooking / catering, tuition classes, dance classes, yoga classes and the like is strictly prohibited.
- xxxi. Every Residential Unit shall be a single and indivisible unit.
- xxxii. In the event of any emergency like fire, flooding of water, death or suicide etc., in a Residential unit locked either from inside or outside, the Block Representatives or any Member of the Management Council may decide to break open the lock/door pursuant to which the concerned personnel instructed by the Block Representative or the Management Council shall break-open the lock/door of such Residential unit to control the situation in the general interest/safety of the community.

Occupancy, Resale & Tenancy Matters:

- xxxiii. No Residential Unit Owner shall alienate or transfer his Residential Unit without clearing dues and obtaining no dues certificate from the Society.
- xxxiv. A Member wishing to rent or lease his Residential Unit must incorporate Pets rules as mandated through these Bye-Laws regardless of whether the prospective tenant has pets or not. If the prospective tenant has pets, then the Member must explain all Pets rules as stated in these Bye-Laws and only if the prospective tenant accepts to adhere to the Pets rules, the Member must enter into lease agreement. Residential Unit shall not be given on rent/lease if the prospective tenant has more than two dogs as pets.
- xxxv. It is the responsibility of the Owner to ensure that their tenants follow all rules of the Society and the Bye-Laws while residing here. Should any tenant create nuisance/issues in the Residential Unit, the Owner is responsible to resolve the matter to the satisfaction of the Society. The Owner shall co-operate with the Management Council in such situations. Furthermore, the Management Council is empowered to take appropriate action against Owners whose tenants create nuisance/issues including imposition of fines.
- xxxvi. If a tenant does not comply with the Bye—Laws of the Society and continues to cause nuisance, misbehaves, indulges in quarrels, engages in indecent behavior etc., in the Residential Unit, the Owner must take immediate steps to terminate the Lease agreement in the interest and safety of the Community.
- xxxvii. Any dues/liabilities including maintenance charges on the Residents shall be transferred to the new buyer in the event of the sale of the Residential Unit. Similarly, any default of payments by tenants/licensees/Residents the Owner shall be responsible /liable for payment of such dues to the Society.



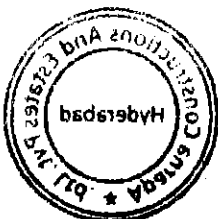
- xxxviii. All Residents, who want to shift out of the community are required to obtain "No Objection & No Dues" Certificate and shall obtain an out pass three days in advance from the Society. Vehicles will not be allowed to enter/exit without in/out pass issued by the Society and vehicles shifting articles shall not be allowed between 6.00 PM and 6.00 AM or during any other time to be notified by the Management Council.

Children's Activities

- xxxix. Timings on usage of children play area shall be determined by the Management Council and strictly followed by all Residents.
- xl. Parents are fully responsible for the safety of their children when the children are in Play area or outside in the Community. It is their duty to ensure that their children do not cause damage to the Society's assets in the Play area and common areas.
- xli. Parents must advise and ensure that their children do not to leave bi-cycles and other play material on internal roads as it causes inconvenience to other Residents and impedes free movement of people and vehicles.
- xlii. Bi-cycles are not permitted in landscaped garden area. It is the responsibility of parents to advise their children accordingly and ensure that the landscaped garden is not damaged.
- xliii. In the event of any damage caused to Society's assets, the Society reserves the right to recover the cost of replacement/repair of such assets from the parents whose child/children caused the damage.

Pet Rules

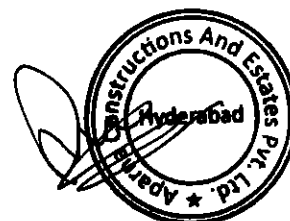
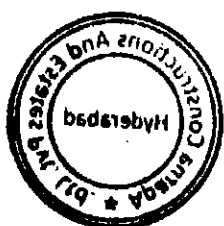
- xliv. Every Resident shall ensure that the pets owned / kept by them are registered with the Society.
- xliv. The Resident shall also ensure that the pets are adequately vaccinated, healthy and clean such vaccination certificates are also filed with the Society office.
- xlvi. Pet animals should be kept on tight leash while moving in the Common Areas and Amenities.
- xlvi. The cost of treatment for any injury caused by pets / pet bites to any individual shall be borne by the owners/custodian of the pet animal.
- xlvi. In case of any dispute guidelines issued by the Animal welfare board of India should be referred to
- xlix. Pet owners/custodians must ensure that their pets do not dirty the Common Areas and Amenities, inside and outside the Residential Unit with their excrements. Pets must be taken to isolated area and trained to attend to nature calls there. Pet Owners/custodians must ensure that their pets do not defecate in the internal roads that Community Members use for walking. It is the responsibility of the pet Owner/custodian to pick up "poop" of their pets when their pets defecate.
- I. Pet owners/custodian may discuss with the Society to manage the pet excrements or having designated areas for the same.
- ii. Pet owners/custodian must not object to the use of alternate lifts if there is more than one working lift, which is conveniently accessible.



- lii. It shall be the responsibility of the pet owner/custodian to ensure that their pet is not a source of nuisance to others. Pet owners/custodian and Owners whose Tenants have pets shall also be responsible and answerable to the Management Council and the Society for any nuisance, issues caused by the actions.
- liii. Abandoning or giving-up a pet is an abetted violation of law and is strictly prohibited.

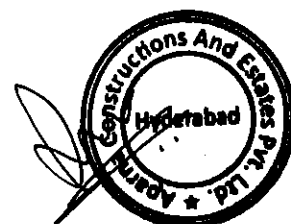
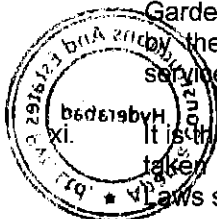
Article 12 - Use of Club House, Gym, Swimming Pool, Multi-Purpose Hall & Other Amenities

- i. Only Residents and their guests are permitted to use the Club House and the amenities provided therein. A register shall be maintained to record the visits by Residents to the Club House. When entering Club House, Residents must record their entry in the Club House Register. If a Resident is bringing in guests, then he must enter how many guests are accompanying him.
- ii. All Residents are required to use the facilities and amenities carefully and not to cause damage to any of the equipment, infrastructure in the Club House, GYM, Swimming Pool and other amenities.
- iii. Residents bringing in guests to the Club House, GYM and Swimming Pool shall be responsible for their Guests and must ensure Club House rules are followed diligently and not cause disturbance to other users.
- iv. The Residents must accompany his guests to the Club House. However, if he is unable to do so, he must inform Club House staff in writing giving the names of his guests who shall be using the Club House.
- v. Residents cannot request or demand the use of the Resources for any type of extra-curricular classes to be conducted in the Club House.
- vi. The repair charges on account of any damage caused to the infrastructure in the Club House or other amenities by a Residents or their Guests shall be borne by the Residents.
- vii. The Management Council is empowered to decide on the use of the Resources in Club House on a case-by-case basis.
- viii. The Management Council shall fix the timings of the Club House.
- ix. Parents must always accompany their children to the Club House and must personally supervise the activities of their children. Parents are responsible for their children.
- x. Pets are not allowed in the Club House premises under any circumstances whatsoever.



Article 13 – General Rules

- i. Any notice/communication to the Resident/Residents shall be put up on the notice boards of the block concerned and/or Apna complex / any other portal and such notice/communication is deemed to have been notified / communicated.
- ii. Every Resident and Owner shall comply with the covenants, rules, conditions and restrictions placed by the Management Council and General Body from time to time for the accomplishment of the aims and objects of the Society. Failure to comply with any of these stipulations shall be a ground for action by the Management Council to seek relief or recover damages and also to initiate appropriate legal proceedings as deemed fit from the defaulting Resident and Owner.
- iii. The Bye—Laws and relevant rules as stated in these Bye—Laws and any SOP's issued by Management Council from time to time with respect to the proper use of Common Areas and Amenities shall be binding not only on Owners and Residents and their family Members but also the respective employees, guests and visitors.
- iv. Owners shall be liable for payment of all taxes including property taxes or any other taxes to be levied from time to time by the state/central government or local bodies in respect of their Residential Units.
- v. Residents shall exercise extreme care about making noises, in the use of musical instruments, radios, TVs and amplifiers that may disturb others.
- vi. When the Elevators are operated without an attendant and power failures are not uncommon, parents and Guardians residing in or visiting the building are strongly advised not to allow their minor children below the age of 12 years to use the Elevators without an adult escort.
- vii. No Owner or Resident shall requisition the services of housekeeping, or other staff engaged in maintenance of Common Areas and Amenities during duty hours. The Society or the Service Provider is not obliged to spare the services of housekeeping and garden workers for attending to any work within the Residential Units.
- viii. If any Owner or Resident is engaging the services of the staff of service provider within his/her Residential Unit, it is purely a personal matter between him/her and the worker and neither the Society nor the Service Provider is accountable or responsible.
- ix. The Society will govern the use of lawns, recreation facilities, children's play area and other common amenities. All Owners or Residents and their guests must abide by the rules when using the amenities provided by the Society.
- x. No Owner or Resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by the Society (Security personnel, Gardeners, Housekeeping staff, etc.), but may report any misbehavior, or neglect of duty to the Management Council. The Management Council will take this up with service provider and also give feedback to the Resident about the outcome.
- xi. It is the responsibility and duty of Residents to attend Meetings whenever called. Decisions taken in a meeting and resolved by majority of those present in the meeting as per Bye—Laws shall be accepted and abided by all Members of the Society.



- xii. The interpretation/expression and other Rules & Regulations not specifically defined in the Bye—Laws should be in accordance with the Telangana Societies Registration Act, 2001 and its amendments there of or any other applicable laws of the land.
- xiii. Community living provides benefits and at the same time demands certain responsibilities from everyone. Every Owner or Resident must, therefore, willingly and voluntarily conform to the Bye—Laws, rules and operating guidelines of the Society and abide by the principle "live and let live" so that everyone can live peacefully and enjoy their stay in the Community.

Security

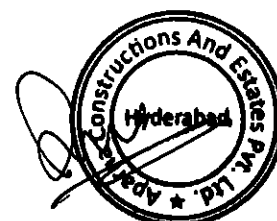
- xiv. For the security of the community all the Residents are required to furnish details of all the Residents (including non-family Members), vehicles and pets in the prescribed format to the Society or its authorized agency, at the time of occupation, carry the ID cards if issued by the Society/its agency at all times to identify the bona fides of the Residents by the security and compulsorily display the vehicle sticker on the front wind shield (in case of four wheelers) and front panel (in case of two wheelers) for easy identification at the entry gate and at the parking places. In case of move-in & move-out without household goods (especially for fully furnished flats) Residents are to disclose complete information about their movement (inward or outward) well in advance either by an email communication or in writing to Society/Security Office.
- xv. All Members/Owners shall impose these conditions on their transferees, tenants/licensees, guests and agents etc. Otherwise, such Members shall be personally liable for all acts and omissions of his/her transferee, tenant/licensee, guests and agents etc.
- xvi. Society / security agency shall not be responsible for any loss/thefts/damage happening inside apartments.
- xvii. The Society will provide Residents with vehicle stickers and ID cards. Entry of vehicles into APARNA ZENON without stickers will not be permitted. Stickers are to be returned / handed over to Society/Security Office at the time of move-out / sale of flat / sale of vehicle / damage to windshield (in case of four wheelers) and front panel (in case of two wheelers).
- xviii. Non-Resident Owners shall not be entitled for obtaining vehicle stickers and use of any amenity inside the community in event of letting out their flat to tenants.
- xix. Domestic help/Drivers and other employees should furnish personal details and two passport size photographs to the manager for issuing passes at the request of Owner or Resident and the Owner or Resident should inform the office of the Society immediately, if such employee ceases to work with the Owner or Resident.

Standard Operating Procedures

- xx. The SOP's formulated and duly approved as per the procedure laid down in these Bye—Laws shall not only be binding on all the Owners and Residents and their families but also on their employees, guests and visitors.

Indemnity

- xxi. The Society shall defend and indemnify Members of the Management Council and its Employees in the event of any cases instituted against them on account of performing actions in normal and legitimate discharge of their duties as per these Bye—Laws. The Members and Society shall indemnify the Members of the Management Council and



Employees of the Society in the event of their suffering any liability or loss on account of claims made by third parties and Members towards damage suffered in normal and legitimate discharge of their duties as per these Bye—Laws.

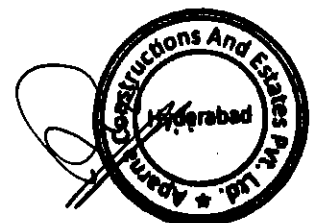
- xxii. Any Management Council Member or Office Bearer or staff of the Society shall have indemnity against all liability arising out of the acts and things done in performance of the duties entrusted, by way of damages or otherwise and; all losses caused, charges and expenses which may be incurred or become liable by reason of any act or deed done as a Member, Office Bearer or staff in the discharge of their duties except for fraudulent activities, or acts done or caused due to the gross negligence and misconduct of such a Member.

Parking

- xxiii. The Owner shall be solely responsible for any risk of loss or damage to their vehicle(s) and shall take all efforts to ensure the safe keeping of their vehicle(s). Parking of vehicles is at Owners risk.
- xxiv. Every member shall use only the parking slot(s) allotted to the respective Residential Unit by the Promoter. The allotment made by the Promoter shall be registered with the Society and the Secretary shall maintain it as part of the records of the Society.
- xxv. The parking space available for visitors is very limited. Hence visitors parking should be restricted to number of hours stipulated by Society, for any visitor to park his / her vehicle. Vehicles parked beyond the stipulated hours shall be clamped and penalized. Once the visitor parking is full no other visitor's cars are allowed inside the complex.
- xxvi. Blocking fire drive ways by parking vehicles is a criminal offence and shall not be allowed under any circumstances.
- xxvii. The parking space is strictly meant for vehicles only. No other material shall be permitted to be kept in parking space even if it is lying vacant. Any material / good / articles other than vehicles will be removed and disposed by the Society without any notice. The Owner shall have no claim over such disposed off material.
- xxviii. Residents should not park their vehicles in visitor's parking, in other vacant parking slots and in "No Parking" zones. Residents shall be responsible for unauthorized parking by their visitors inside the community.
- xxix. The number of vehicles of any particular Resident, in excess of the number of allotted parking lots will not be allowed to be parked inside the premises. However, Residents can take written consent from vacant parking Owners and park such additional vehicles. The written consent should be submitted in the Society office.
- xxx. Unauthorized parked vehicles shall be clamped and imposed penalty as fixed by Society.
- xxxi. Idle run of the car and / or play of loud music while in the parking lot is strictly prohibited to avoid noise and air pollution.

Terrace

- xxxii. After completion of construction and hand over all the Residential Units to the Owners as per the scheme, the terrace shall be handed over to the Society and Society can restrict access of terrace to the Residents for safety and other reasons.



Article 14 – Violation of Bye-Laws

- i. Every Resident shall comply with the rules, conditions and restrictions placed by the Society from time to time for the accomplishment of the aims and objects of the Society. Failure to comply with any of these stipulations shall be a ground for action by the President/Secretary to seek relief or levy penalties to recover damages, as deemed fit from the defaulting Resident or Member representing the Residential Unit, whose liability shall be joint and several.
- ii. Defaulting Residents shall not be entitled to any of the rights and privileges enjoyed by other Members or to the services and facilities offered by the Society and shall forfeit all the voting rights whatsoever till all the dues are cleared.
- iii. All Residents must read the Bye-Laws. In case of any doubts they may take clarifications from the Block Representatives. Ignorance of Bye—Laws is not an excuse.
- iv. The Society is empowered to levy fines up to Rs.5000/- and initiate disciplinary action against any Owner or Resident for repeatedly disregarding or failure to comply with the Bye—Laws.
- v. The Owner or Resident shall reimburse the Society any expenditure incurred in repair or replacement of any common area facility or fittings damaged on account of his/her fault.
- vi. The Society is empowered to disconnect electricity or water supply of the Owner or Resident and also prevent access to common amenities of the Community in case of failure to clear dues pertaining to maintenance charges in addition to violations dealt under Article XI (vi).
- vii. The Society is empowered to create a charge on the Residential Unit in case of any unpaid dues by the Owner or Resident
- viii. The Management Council is empowered to issue Notice to the Owners or Residents if the Owners or Resident(a) has persistently refused or neglected to comply with a provision of the Bye—Laws; or (b) has acted in a manner detrimental to the interests of the Society.
- ix. If the Management Council resolves to suspend (only voting rights) a Owners or Resident from the Society, the President must serve a written notice setting out the grounds on which the Management Council based its resolution and outlining the way in which the Owners or Resident may appeal the decision, including the way in which the Member may make submission to, or appear before, the Society or its delegate.
- x. As safety, security, ambience and free movement in the Residential Unit Zone is paramount, all Residents must co-operate by following the above rules diligently.
- xi. Residents must educate their domestic help and vehicle drivers about the compliance to Bye-Laws and ensure that they meticulously follow them.
- xii. In case of any unruly behavior or mis-conduct on the part of such persons, the maids, cooks and drivers of Residents the Executive Committee shall intimate the same to the Owner or Resident concerned, who shall co-operate with the Management Council in taking suitable action.
- xiii. Residents shall be vicariously responsible for the actions of their domestic help and vehicle drivers.



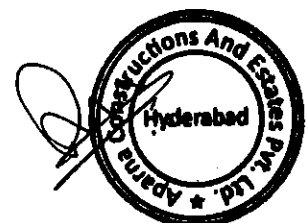
CHAPTER – IV

Article 15 - Management of the Society

- i. Subject to these Bye—Laws, there shall be constituted (a) Executive Committee ("EC") (b) Management Council ("MC") (c) General Body and (d) Block Representatives ("BR") respectively, all of which shall exercise all powers conferred on it and discharge all functions entrusted to it under these Bye—Laws.
- ii. Any Office-Bearer of the Society, who is absent for three (3) consecutive meetings of the Management Council without just cause and approval from the President in writing, may be removed at the next Management Council meeting at the discretion of the Management Council.
- iii. All services and actions of such Management Council Member or Office-Bearer or Staff of the Society are provided voluntarily to the Society at the Member's own risk and responsibility, good faith and trust, in the true spirit of service for a public cause and subject to Article 13 (xxi) above.
- iv. All services and actions of the Office-bearers and of the Members of the Society are gratuitous.
- v. The Office bearers shall hold office for the full term of two years unless 'No Confidence Motion' has been passed against one or more and new office bearer/bearers has/have been elected for the remaining period. A 'No Confidence Motion' shall be deemed to have been passed only when majority of the Members present in the General Body Meeting voted in favour of No Confidence.

Constitution, Powers and Duties of Executive Committee

- vi. In the first instance the Promoter shall register the Society with Executive Committee comprising of President, Vice-President, Secretary, Joint Secretary, Treasurer and four other Members. Once the occupancy in the community crosses 60%, the promoter/ it's representative shall conduct elections for formation of duly elected Executive Committee and Management Council.
- vii. The Executive Committee is empowered to appoint Staff for the Society and submit for ratification of Management Council.
- viii. The Executive Committee may formulate various sub committees to assist in carrying out its functions. Each such Subcommittee or a cluster of sub-committees may function under the guidance of a Management Council member.
- ix. The recommendations/suggestions of Sub-Committees will be reviewed at the Executive Committee / Management Council meetings and decisions taken accordingly.
- x. The Executive Committee / Management Council may nominate any person with required professional qualification / experience from within the Residents to a subcommittee for such purposes as deemed fit.
- xi. The Executive Committee shall decide on the fund in banks and insurance for Common Areas and Amenities.



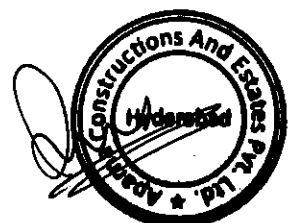
- xii. No Executive Committee Member shall hold posts for more than two terms consecutively.
- xiii. Executive Committee should keep all non-statutory records for minimum period of two years.
- xiv. The Executive Committee shall meet frequently, at least once in a fortnight and review the progress in implementing the decisions of the Management Council. Presence of the President or Vice President, Secretary or Joint Secretary is mandatory for such meetings.
- xv. The Executive Committee shall organize the audit of accounts and conduct elections such that the new Management Council is in place by 1st July of the second/election year and the New Executive Committee should take over from the outgoing Executive Committee on 1st July or at the Annual General Body Meeting whichever is earlier.
- xvi. The Outgoing Executive Committee shall be duty bound to attest the signatures of all Members of the newly elected Management Council Members in requisite form to be filed with the Registrar of Societies within 15 days from the date of declaration of the election results/taking charge.

The Management Council

- xvii. The Management Council comprises of 51 (fifty one) Members. The 9 (nine) Members of the Executive Committee elected by all the Members along with three block representatives for each block elected by the respective block members totaling to 42 (forty two) block representatives, constitute the Management Council.
- xviii. Meetings of the Management council shall be convened by the Secretary or President. Agenda of points for discussion at the meeting shall be forwarded to all Members forming part of the Management Council at least three days in advance of the date of the meeting.
- xix. In case of urgency the Secretary may obtain orders/decisions by circulation of the papers among the Members of the Management Council. Such decisions arrived at by circulation shall be placed at the next meeting of the Management Council for ratification.

Role and Responsibilities of Management Council

- xx. The Management Council shall meet at least once in a month and approve the income and expenditures presented by the Executive Committee for the period from the last approved.
- xxi. The Management Council shall lay down rules & regulations, systems & procedures and take decisions from time to time to achieve and attain the objectives of the Society as laid down in the Bye-Laws
- xxii. Any decision taken by the Management Council shall be by majority of the Members present in that meeting subject to the quorum requirements specified in these bye laws. In case of a tie, the chair person will exercise his / her casting vote as second vote. No office bearer shall take any unilateral decision beyond his / her authority without going through the Management Council.
- xxiii. The Management Council is responsible for selection of maintenance vendors, fixation of monthly maintenance charges, deposits, contributions, subscriptions and the like keeping in mind how maintenance expenses keep escalating year after year and Society having no control over the cost elements like minimum wages, power tariff, water tariff, diesel price, annual maintenance charges, cost of consumables, club house property tax, GST, income

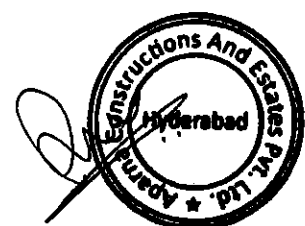


tax and the like, payable by the Owners/tenants of the Residential Units and other parts of the Building Complex. The Management Council decision shall be final and binding on all Residents / Members.

- xxiv. Fix tariffs for club house, rentals for halls & vendors and common places for private functions of the Residents.
- xxv. Decide on event management for commercial /personal, business promotions etc., and fix respective tariffs.
- xxvi. Decide the usage of Common Areas and Amenities by Residents and outsiders.
- xxvii. All decisions taken by the Management Council at its meetings shall be implemented by the Executive Committee as per the procedures laid down by the Management Council.
- xxviii. Disqualification of the Members of the Management Council: A member of the Management Council absenting himself/herself for three consecutive Management Council meetings, unless the leave of absence is granted by the President, shall automatically cease to be a member of the Management Council. The Secretary or President shall intimate all such disqualification to the Management Council and to the concerned member.
- xxix. No person shall be eligible to continue to be member of the Management Council if he/she is in default to the Society for a period of two months or more in respect of the maintenance charges or any other amount due to the Society.
- xxx. Any member of the Management Council may at any time resign from his office by sending a letter of resignation to the President of the Society but such resignation shall take effect only from the date it is accepted by the Management Council.
- xxxi. Vacancies in the Executive Committee due to resignation or otherwise of Members shall be filled in by Management Council by co-opting Members from Management Council. Such coopted Members shall be ratified within three months by the General Body.
- xxxii. The Management Council member cannot participate and vote on matters that could be considered as conflict of interest.

Block Representatives

- xxxiii. BRs is the elected representative from the respective blocks of the Residential Units and are authorized to resolve complaints and issues within the block and inter block disputes to be brought to the notice of Executive Committee or Management Council.
- xxxiv. The BRs will also represent his/her Block to the facilities department for block level maintenance issues. He/she shall also escalate personal grievances of Residents to the Executive Committee or Management Council where deemed necessary.
- xxxv. A Block Representative cannot represent his block for more than two terms consecutively.



The General Body

xxxvi. The ultimate authority in all matters relating to the administration of The Society shall vest in the General Body. However, it shall not in the normal course interfere with the powers & responsibilities delegated to the Management Council.

xxxvii. The following, among others, shall be dealt with by the General Body:-

- a. Election of the Members of the Executive Committee/ Management Council.
- b. Appointing an Auditor for auditing the accounts of the Society.
- c. Approval of the annual budget of income and expenditure of the Society.
- d. Consideration of the audit report and the annual report for approval and review the financial position of the Society.
- e. Amendments to clauses in these Bye-Laws of the Society whenever considered necessary.
- f. To transact such other business necessary and expedient to fulfillment of the aims and objects of the Society within its powers.

xxxviii. The meeting of the General Body shall be convened at least once a year or more often, if necessary.

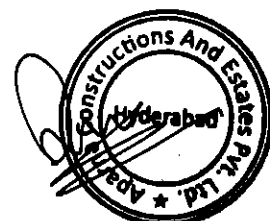
xxxix. Annual General Body Meeting shall be convened by the Secretary with the approval of the President or as resolved in Management Council meeting after giving 21 days clear notice to the Members. The notice will include Agenda points for discussion, resolutions for consideration and approval with or without modifications, time, date and venue of the meeting. No decisions shall be taken or resolutions passed with respect to items not mentioned in the Agenda.

xl. The notice for the General Body meeting shall be delivered to the Members of the Society thru online portal. Notice shall also be displayed on all the notice boards of Society in APARNA ZENON

xli. The President/Secretary may call an Extraordinary General Body Meeting (EGM) giving at least three days clear notice and using reasonable means of communication and only items clearly and expressly mentioned in the notice for such EGM shall be taken up in such EGM.

xlii. If there is no quorum, the President of the meeting shall adjourn the meeting for half an hour and recall the General Body after half an hour on the same day at the same venue. If at such adjourned meeting also no quorum is achieved Members present at the meeting can deal with any item of the agenda already circulated except amendments to the Memorandum and Rules and Regulations of the Society (bye laws). No notice will be issued for the adjourned meeting.

xliii. The General Body Members shall elect the Executive Committee and Management Council for the tenure of two years or such shorter period to coincide with 30th June of the two year tenure which would have expired if the elections were held as per original schedule.



- xliv. The budget for the ensuing year shall be presented for consideration and approval.
- xliv. The Annual Report and financial statements of the previous year shall be presented to the AGM for consideration and approval.
- xlvi. The General Body shall appoint an auditor each year or once in two years for auditing the accounts of the Society and the audit report for the previous year shall be considered at the GB meeting.

Article 16 – Role & Duties of the Office Bearers

- i. Subject to such resolutions as the Executive Committee or the General Body may, from time to time pass in this behalf, the office bearers of the Management Council and Executive Committee shall have the following roles and duties:

President

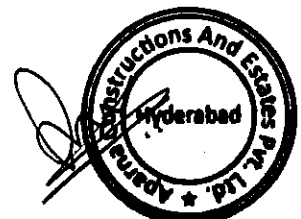
- ii. The President legally represents the Society. He/she shall exercise general control and supervision of the overall affairs of the Society and the EC. He/she provides overall leadership and direction to the Society.
- iii. He/she shall with the approval of the Executive Committee make arrangements for safe custody of cash and other properties of the Society.
- iv. He/she shall preside over all meetings of the Society.
- v. He/she shall operate the Society's Bank accounts jointly with the Treasurer as stipulated under the Bye-Laws.

Vice-President

- vi. The vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act.
- vii. The Vice President shall assist the President in all acts, deeds and things as may be required for administration of the affairs of the Society.

Secretary

- viii. Secretary is the Executive Officer of the Society and shall be responsible for overseeing the day-to-day administration of the affairs of the Society.
- ix. He/she shall summon and attend all meetings of the Management Council and the General Body as stipulated in these Bye-laws.
- x. He/she shall prepare the minutes of all the meetings. He/she shall have charge of such books and papers as the President/Management Committee may direct.
- xi. He/she shall maintain correspondence of the Society entrusted by the Management Council such.



- xii. He/she shall be the custodian of all the documents, records of the Society except the documents/records under the custody of the Treasurer.

Joint Secretary

- xiii. The Joint Secretary shall take the place of the Secretary and perform his/her duties whenever the Secretary is absent or unable to act.
- xiv. The Joint Secretary shall assist the Secretary in all acts, deeds and things as may be required for administration of the affairs of the Society.

Treasurer

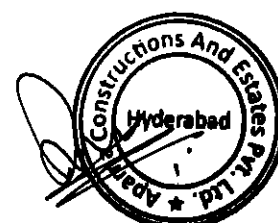
- xv. The Treasurer shall be responsible for Society funds and securities, and shall maintain books of accounts by keeping full and accurate accounts of all receipts and disbursements of the Society. He/she shall cause the accounts to be maintained Properly, supervise monies, deposits and valuables.
- xvi. Issue receipts for the contributions received from the Residents or Owners either himself or by Staff as authorized by the Management Council.
- xvii. Do all such things as are required of him/her by the Management Council or General Body towards the accomplishment of the aims and objectives of the Society.
- xviii. Follow up collections of all dues and maintain correspondence thereof.
- xix. Assist the General Secretary in framing the budget.
- xx. Maintain all audited reports and he shall be the custodian of all the documents, financial records of the Society except the documents/records under the custody of the Secretary.

Committee Members

- (i) To attend to such activities of Society which the Executive Committee entrusts to them

Block Representatives

- xxi. The BR's shall be responsible for ensuring the collective interests of their respective Blocks, are represented and conveyed at all the meetings of the Management Council and the Society.
- xxii. The BR shall ensure that the provisions laid down in these Bye-Laws are implemented and adhered to at the Block level by Residents in the following manner:
 - a. Monitor and supervise the Common Facilities & Amenities in their respective Block on a regular basis and coordinate the due provision of services by the respective maintenance vendor(s) and their staff to ensure the proper provision of services as contemplated in these Bye-Laws for the Residents of each Block.
 - b. All the issues, complaints and concerns of the Residents in the Block shall be raised with either of the BR of such Block who shall take a proactive role in resolving and attending to such issues and concerns, and if unresolved only thereafter escalating it to the Management Council or the Executive Committee.
 - c. The BRs of each Block shall meet at least once a month.

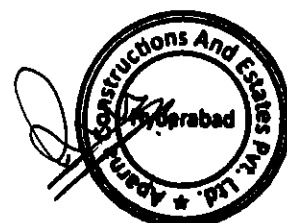


- d. The BRs shall also carry out all such functions as delegated to them by the General Body or the Management Council of the Society
- xxiii. Executive Committee while executing its functions may require the assistance of the BRs for implementation in the respective Block and the BRs shall duly assist the Executive Committee.

Article 17 - Appointment of Vendors

Competitive Bidding

- i. Prior to purchasing any equipment or material or entering into service contracts etc., the Management Council must plan well in advance so that the matter can be handled in a professional and efficient manner keeping in mind and prioritizing the Society's best interests.
- ii. While procuring any equipment or material or when planning any contracts with service providers, the Management Council must follow the process of competitive bidding by obtaining quotations/bids from at least three (3) reputed vendors/service providers to ensure that the Society can benefit from the most competitive proposal.
- iii. Purchasing any equipment or material or entering into service contract without following the above process as per Article 17(ii) is strictly prohibited and the Society is empowered to proceed against the Management Council as per laws of land.
- iv. The quotations/bids must be received in a sealed cover and the Secretary shall ensure their safety and the covers shall be opened only on the day of the Management Council meeting called for that purpose and in front of all Members who are present there to discuss and finalise on the matter. Favouritism shall not be shown towards any vendor and the selection process shall purely be based on merits of proposals.
- v. Only in exceptional cases of extreme urgency, can the Management Council dispense with complying with Article 17(ii) where any equipment or material is to be purchased to fix problems of urgent nature that result in or could result in breakdown of essential services. The matter must be resolved in a urgently convened Special Meeting of the Management Council before purchase of the equipment or material.
- vi. The Management Council is empowered to purchase equipment or material or enter into service contract without following Article 17(xii), only up to a limit of Rs.20,000/- per instance.
- vii. Every such instance of purchase of equipment or material or service contract on emergency basis as per Article 17(v) shall be recorded, along with reasons for bypassing Article 17(ii), for adopting in the Annual General Body Meeting.
- viii. The Secretary/Treasurer shall submit a Quarterly report to Management Council in its meeting based on a review of the performance of the agencies and service providers appointed to deliver the services in APARNA ZENON.
- ix. Nothing in this Article shall apply with respect only to the first and initial maintenance contract entered into by the Society for the property maintenance services rendered for the tenure of 2 (two) years as per the registered sale deed.



Conflict of Interest

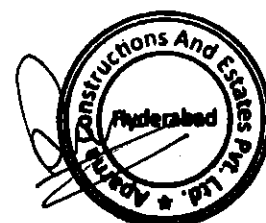
- x. A member of the Management Council shall not participate in any matter under consideration by the Management Council regarding purchase of equipment or material or provision of any services or entering into any contract by the Society with any entity being a partnership firm, company, trust, organization or Society with whom the member of the Management Council or his relative is associated and has a direct or indirect financial interest and the interested member of the Management Council shall not be entitled to vote in such meetings in such interested agenda.
- xi. Any interested member of the Management Council must disclose the fact in writing to the President as soon as the potential conflict is discovered and to the extent possible, before the agenda for the meeting involving the matter at issue is prepared. If conflict of interest is discovered during the meeting, the committee member must verbally declare such conflict of interest immediately. Such declaration must be clearly noted in the minutes of meeting and the member shall abstain from voting.
- xii. In the event a conflict of interest is not disclosed, notwithstanding anything to the contrary, the non-disclosing Member(s) shall be liable for all losses incurred by the Society on account of such non-disclosure and the Management Council shall in it's discretion have the right to terminate any such contract awarded wherein the disclosure of conflict of interest has not been made.

General

- xiii. The Members shall not appoint or hire the services of any electrician or plumber other than those nominated by the Society, except with the prior permission of the Management Council.
- xiv. The Society shall be entitled to appoint and regulate the hawkers/ vendors for vegetables, newspapers, milk, drinking water, car wash, clothes ironing and the like.

Article 18 - Vacancies

- i. Any vacancy in the Management Council or Executive Committee or Block Representative caused by resignation or disqualification or otherwise of a Member, may be filled-in by the Management Council by passing a resolution by majority in the General Body Meeting by way of co-option of any other eligible Member of the Society. The period of office of the co-opted Member shall be co-terminus with the residual tenure of office of the Management Council.
- ii. The President, if desires to vacate the post, may submit his resignation to the Management Council. On acceptance of resignation by Management Council, the Vice President shall assume the responsibilities of the President till a new President is elected.
- iii. Other Executive Committee Members desirous of vacating their respective posts, may submit their individual resignations to the President. On acceptance of the resignation, the President shall forward the same to Management Council for acceptance and relieve the member from the responsibilities.
- iv. Management Council shall fill the vacancies so arisen in Executive Committee, from amongst the Management Council Members through nomination followed by ratification by General Body within three months.



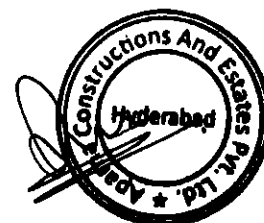
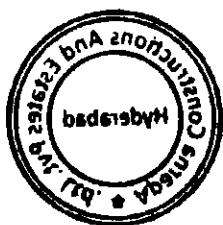
- v. Once any Executive Committee or Management Council member's resignation is accepted, he/she becomes ineligible to contest in the bye-election for any post.
- vi. More than 50% of the Members of the elected Executive Committee or Management Council cannot resign collectively or en-masse during their tenure without prior approval of the General Body
- vii. If any member of the Executive Committee or Management Council is convicted for any Civil or Criminal Offence, declared insolvent and found to be of unsound mind, he/she will be automatically removed from the committee after verification of facts by remaining Members of the Management Council.

Article 19 – Election Process

- i. Only Resident who is a Member is eligible to contest for Executive Committee or Block Representative Member post. Wherein, only the Member who is a Resident in a particular block shall be entitled to stand for election as Block Representative for their respective block.
- ii. Election must be held on or before 30th June in the year in which election is due. If under exceptional circumstances the election has to be postponed, the Management Council must convene a Special Meeting to explain the reasons for such postponement, a date which shall not exceed sixty (60) days from 30th June must be decided for conducting election and the same must be approved by majority of the Members attending such Special Meeting. Under no circumstances can election be postponed beyond 60 days from 30th June in the year in which it is due.
- iii. The Executive Committee shall appoint an election officer, ideally a lawyer well versed with election procedure, for the purpose of conducting the election for the next Management Council.
- iv. In relation to the election process, the decision of the election officer shall be final and binding on all the Members.
- v. The election officer shall send the election notification at least 21 days in advance of the date of election via email on the email addresses registered in the member register and posting the election notification on the Society website, other approved online gated community management system (like apnacomplex.com) used to circulate notices to Society Members and pasting the election notification on the notice board of each block.
- vi. The election officer who may seek the help of other Members shall conduct the voting for the Executive Committee and Management council Members in an orderly manner.
- vii. The election officer may at any time during the election process request the contesting Member a copy of the Member's registered sale deed for ownership verification, if necessary.
- viii. A time of seven days will be given for Members to file their nominations on prescribed format. Each nomination has to be supported by at least two Members. A member can support only one contestant.
- ix. A Member can contest for only one post in the Management Council. An Eligible Member may propose and/or second any number of candidates. Defaulter Member may not propose or second any candidate.



- x. Members can contest and nominations for the same can only be filed only for one post. For the sake of clarity, a candidate cannot file nominations for different positions simultaneously.
- xi. A further time of two days will be given for nominations to be withdrawn.
- xii. All Members contesting the elections can canvass for their candidature by way of emails, notices on approved online gated community management system (like apanacomplex.com) and block notice boards. Door to door canvassing is prohibited. No loud speakers or public address systems can be used for canvassing. De facing of walls is strictly prohibited.
- xiii. The Executive Committee will facilitate Resident meetings where the candidates will have an opportunity to present their profile and ideas.
- xiv. Only Members are allowed to cast their votes in the election and the Members shall furnish an identification proof for verification.
- xv. A member who cannot be present for the election but desirous of exercising her /his voting rights can appoint a proxy to vote on their behalf. The proxy form to be circulated by the election officer has to be deposited with the election officer at least two days before the date of election. A Member shall not be allowed, to exercise the proxy for more than five members at once.
- xvi. All proxy forms shall be signed by the Owner and be filed and registered with the Society,. In case of joint Ownership, all the Owners shall sign the proxy form.
- xvii. A proxy form once submitted cannot be changed or withdrawn unless one week notice is duly given to the election officer and the same is accepted by the election officer.
- xviii. The counting of votes shall be done under the supervision of the election officer. Candidates and / or their nominees and other Members are allowed to witness the counting of votes.
- xix. The results of the election shall be announced by the election officer by way of notice on each block notice board, notice on approved online gated community management system (apanacomplex.com, etc).
- xx. In case any contestant/contestants withdraw from contest during the course of election process, the election process will continue and the vacant positions due to withdrawal of contestants shall be nominated by the remaining new council Members which should be ratified by General Body within three months.
- xxi. Any Management Council member having ceased to be a member of Society automatically ceases to be a member of the Management Council. The Management Council can elect/nominate an alternate member as per bye laws.
- xxii. The elected Members shall take office upon the completion of the term of the previous committee.
- xxiii. **Handing over of charge:** The office-bearers of the outgoing Executive Committee will be responsible for handing over the charge to the newly elected office-bearers before the expiration of their term. It shall be the responsibility of the outgoing President to ensure that Handing/Taking over by his/her team is completed smoothly and expeditiously.

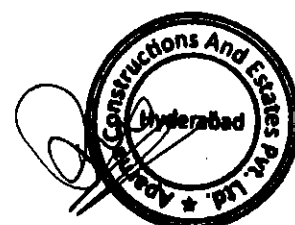


Term

- xxiv. The term of office will commence from the date of election and shall be Two (2) years or until the new Management Council takes charge. The Outgoing Management Council shall handover the charge and administration of the Society to the newly elected body within Seven (7) working days from the date of declaration of elected body.
- xxv. No Member shall be entitled to vote or eligible to be elected or remain as a Member of the Management Council or co-opted on it if, he/she is disqualified. The reasons for disqualification shall be as follows:
- He/She is a Defaulter Member.
 - Abstains consecutively for three (3) meetings of the Management Council unless leave of absence is granted by the President.
 - He/She is of unsound mind and stands so declared by a competent court.
 - He/She has been convicted of any offence, involving moral turpitude to a fine of not less than rupees one thousand or to imprisonment for a period of not less than six months unless a period of six years has elapsed since his/her conviction.
 - He/She is disqualified for such appointment by an order of a court.
- xxvi. In the event of their vacating from the community they cease to be the Members of the Executive Committee / Management Council
- xxvii. All the Management Council Members shall hold their posts on honorary basis.

Article 20 - Meetings

- Place of Meetings:** All meetings of the Society shall ordinarily be held at the office of the Society; but, if the Executive Committee or Management Council so desires, it can be held at any other place or virtually as may be decided after duly taking into consideration the convenience of majority of the Members within the premises of the Society.
- Special Meetings:** It shall be the duty of the President to call a Special Meeting of the Society, when so directed by a Resolution of the Management Council or upon presenting of a requisition to the Secretary signed by at least 25% of the total eligible Members of the Society. It is the responsibility of the Members presenting the requisition to ensure that none among them is a Defaulter Member as on the date of presenting the requisition. If a Defaulter Member is a signatory to the requisition for Special Meeting, then the requisition will be rejected.
- The requisition for Special General Body meeting received from the Members of the Society shall within 7 days of its receipt be placed before the Management Council by the Secretary for fixing the date, time and place for the Special Meeting. However, the Management Council shall call for such Special General Body meeting within 14 days from the date of requisition placed before the Management Council and such meeting shall be preferably held on public holidays.
- It shall be the duty of the Secretary to mail or send a notice of Special Meeting stating the agenda thereof, as well as the date, time and place where it is to be held to each Member

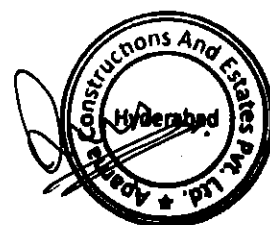
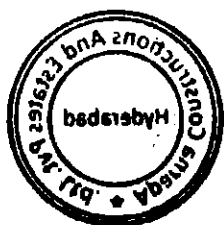


at least seven (7) days prior to the date of such meeting to all eligible Members. The mailing or sending of a notice in the manner provided in these bye-laws shall be considered as notice served.

- v. A Special Meeting of the Society so convened shall not transact any business other than that mentioned in the notice of the meeting without the consent of the majority of the Members present in person.
- vi. On the day of issuing of the notice of the Special Meeting, the Members Register will be recorded and closed for the purpose of sending notices. Notices will be sent only to all the eligible Members. Defaulting Members will be excluded and they will not be eligible to attend the Special Meeting.
- vii. Annual General Body Meetings: The Annual General Body Meeting of the Society shall be held on or before 30th June of each year and first such meeting shall be held after handing over of the maintenance to the Society.
- viii. The Management Council shall decide the date, time and place for all Annual General Body Meetings.
- ix. It shall be the duty of the Secretary to mail or send a notice of Annual General Body Meeting stating the agenda thereof, as well as the date, time and place where it is to be held at least twenty one (21) days prior to the date of such meeting to all eligible Members. For this purpose, the date of Notice and date of Meeting are excluded while counting the number of days. The mailing or sending of a notice in the manner provided in these bye-laws shall be considered as notice served.
- x. Along with the notice of each Annual General Body Meeting a soft copy of the audited financial statements in respect of the immediately preceding Accounting Year shall also be sent.
- xi. On the day of issuing of the notice of the Annual General Body Meeting, the Members Register will be recorded and closed for the purpose of sending notices. Notices will be sent only to all the eligible Members. Defaulting Members will be excluded and they will not be eligible to attend the Annual General Body Meeting.
- xii. Such member as per Bye—Laws, should be eligible to be Member and be eligible to cast vote on the day of the meeting of General Body. If the Member is disqualified as per the Bye—Laws of the Society after issuing of the Notice of General Body Meeting, then such member is not eligible to attend the General Body Meeting. This eligibility criterion is also applicable for any decision to be taken by General Body without any exceptions.

Quorum

- xiii. **Annual General Body Meeting:** The quorum for the general body meetings, including the Annual General Body Meeting and extraordinary general meetings shall be one half of the total membership of the society. There shall be no minimum quorum requirement if the meeting is held for the second time after the adjournment of the original meeting for want of quorum.
- xiv. **Executive Committee Meetings:** The quorum for Executive Committee meetings shall be five.
- xv. **Management Council Meetings:** Minimum quorum is twenty six, provided there is atleast one Block Representative from each respective block.



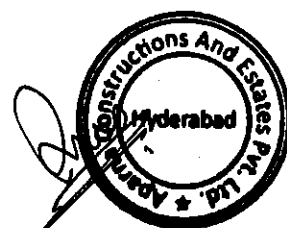
- xvi. **Grievance Committee Meetings:** The quorum for grievance committee meetings shall be three.

Order of Business

- xvii. Order of business at all the meetings of the Society shall be as follows:
- a. At any meeting of the Society: (a) the President or, in the President's absence, Vice-President is to preside. (b) In the absence of President and Vice-President, or if they are unwilling to act, such one of the remaining Members of the Management Council as may be chosen by the Members present at the meeting is to preside.
 - b. Roll call of the Members.
 - c. Proof of notice of meeting or waiver of the same.
 - d. Confirmation of the minutes of the previous Meeting.
 - e. Consider and approve Reports, if any, of committees.
 - f. Moving of the Resolutions, if any and voting on the same, if necessary.
 - g. Consider and approve the Annual Report of the Management Council. (AGM only).
 - h. Unfinished business, if any; and any other business with the permission of the Chair.
 - i. At every Meeting, the minutes of the Meeting must be recorded and such minutes shall be communicated to all the Members present at the Meeting within thirty days of the conclusion of the Meeting. The minutes shall be signed by the Chairman of the Meeting.

Conduct of Members

- xviii. Every Member attending the meeting must behave in a cordial manner and respect the rights of every other Member.
- xix. The permission of the Chairman of the Meeting must be taken before speaking. Members must not raise voices or get into argumentative mode to stress their points of view or become vexatious. Every Member must ensure that every other Member gets an adequate opportunity and time to express his/her opinions and points.
- xx. No Member shall interrupt, interfere and stifle the voice of any other Member when such Member is speaking. No Member shall stall or disrupt the meeting in any manner whatsoever. Any such act shall be treated seriously and the Chairman is empowered to take action as warranted, including evicting the Member from the Meeting.
- xxi. Every Member must understand that everyone is entitled to his/her opinion and has a right to differ. Every Member must recognise that in a democratic process the opinion of the majority shall prevail and must abide by the decisions taken by the majority.
- xxii. Members must not seek answers to questions or action on issues, then and there in the meeting as the Management Council would need time to gather information necessary to answer such questions and to work on a solution to solve issues.
- xxiii. Every Member must endeavor to ensure that the Agenda of the Meeting is successfully dealt with and the purpose of conducting the Meeting is fulfilled.



Voting in Meetings & Decisions

- xxiv. Questions arising, resolutions to be passed in any meeting of the Society, Management Council or any sub-committee appointed by the Management Council are to be determined by a majority of the votes of Members present at the meeting.
- xxv. Each member present at any meeting of the Society, Management Council or any sub-committee appointed by the Management Council (including the person presiding at the meeting) is entitled to one vote but, in the event of an equality of votes on any question, the person presiding may exercise a second or casting vote.
- xxvi. Voting in Meetings could be either by: (a) a show of hands, or (b) if on the motion of the Chairman or if 5 or more Members present at the meeting decide that voting should be by a written ballot—a written ballot.
- xxvii. If voting is by a show of hands, a declaration must be made by the Chairman that a resolution has, on a show of hands, been carried or carried unanimously or carried by a particular majority or lost, and an entry to that effect in the Minutes Book of the Society is to be made whether the votes were recorded in favour of or against that resolution.
- xxviii. If voting is to be by a written ballot, the ballot is to be conducted in accordance with the directions of the President.

Proxy Voting

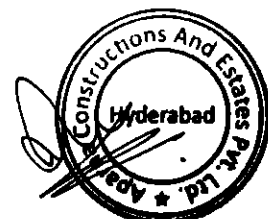
- xxix. All proxy forms shall be signed by the Member and be filed and registered with the Society, either generally or before the commencement of any meeting. In case of joint ownership, it shall be signed by all the Owners. Wherein, the Owner or Member shall not be allowed, to exercise the proxy for more than five members at once.

Registers

- xxx. The following registers and papers shall be maintained and shall be open to the inspection by any Member only during the office hours after obtaining the permission of the Management Council.
- xxxi. A register of Members, showing the name, address and occupation of every Member, the date of admission as Member, date of termination of Membership and signatures.
- xxxii. Books of Accounts maintained by the Society, Agreements & Contracts with Vendors, service providers etc.

Minutes of Meeting Register

- xxxiii. All the records including Books of Accounts, Minutes of Meeting Register, Agreements, Contracts, Approvals, Licenses, permissions and other official documents etc., will always be kept securely in the registered office of the Society.
- xxxiv. The Management Council is collectively the custodian of the Registers and other documents pertaining to the Society and responsible for their safe upkeep. No Member of the Management Council can take or keep any of the above Registers and/or official documents in their personal homes or elsewhere. Such an act is considered serious violation of Bye—Laws of the Society and the Society reserves right to proceed against the Member as per Laws of the land.



Article 21 - Amendment of Bye-Laws

- xxxv. These bye-laws may be amended by the Society at any meeting duly constituted for this purpose.
- xxxvi. No amendment shall take effect unless approved by 2/3rd majority of the Members attending the meeting and should be in accordance with the Telangana Societies Registration Act, 2001 and its amendments thereof or any other applicable laws of the land.

Article 22 - Grievances & Arbitration

- i. No Member shall be entitled to resort to any legal proceedings in respect of any dispute or difference or other modifications in respect of the enjoyment of the Common Areas and Amenities, club house or for any other grievance for any service or in respect of any dispute between the Member or Members and Society or among the Members or against any service provider unless and until he exhausts all remedies available under the Bye—Laws of the Society.
- ii. The Management Council may refuse to deal with a complaint if it considers the complaint to be trivial or vexatious.
- iii. In the event of a dispute getting referred for redressal by the arbitrator, then award of the arbitrator shall be final and binding. The arbitration proceedings shall be initiated, carried out and concluded as per the provisions of the Arbitration and Conciliation act, 1996.

Article 23 - Official Seal

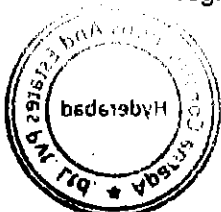
- i. The Society shall have a common "seal" which shall be in the custody of the Secretary and shall be used only under the authority of the resolution of the Management Council and every deed of instrument to which this seal is affixed shall be attested for and on behalf of the Society by the Secretary or President or any other person authorised by the Management Council.

Article 24 - Waivers

- i. The failure by the Management Council to enforce any term or any period or any one or more of the terms of conditions of the Bye—Laws of the Society will not be construed as waiver of them or of the right at any time subsequently to enforce all the terms and conditions of these Bye—Laws.

Article 25 - Declaration

- i. We, the undersigned, have formed into a Society and hereby declare that we will be responsible to run the affairs of the Society and are desirous of getting the Society registered under Telangana State Societies Registration Act 2001.



S. No.	Name & Address	Age	Designation	Occupation	Signature
1.					

WITNESSES:-

S. No.	Name & Address	Age	Designation	Occupation	Signature
1.					
2.					

