

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this the 06/06/2025 by and between:

ASHOKA BUILDERS INDIA PRIVATE LIMITED (CIN: U45200TG2015PTC097583), a Company incorporated under the Companies Act, 2013, having its Registered Office at Unit Nos. 1 to 12, Shanta Sriram Tech Park, Ground Floor, PSR Prime Tower, Sy No 126 part, Gachibowli, Rangareddi, Hyderabad - 500032, Telangana, having PAN No. AANCA2606G, represented by its Authorised Signatory Mr. Sridhar Reddy Ganta, authorised vide board resolution dated _____, 2025 (hereinafter referred to as the "**Promoter / Vendor / Developer**", which expression unless repugnant to the context or meaning be deemed to mean and include its successors-in-interest and assigns).

IN FAVOUR OF

1. **Mr.**(Aadhaar No....., PAN No.), S/o. **Mr.**
aged aboutyears, Resident of
2. **Mr.**(Aadhaar No....., PAN No.), S/o. **Mr.**
aged aboutyears, Resident of

(hereinafter called the "**Purchaser/s**" / "**Allottee/s**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her legal heirs, executors, administrators, successors-in-interest and permitted assignees)

The Promoter/Vendor/Developer and Purchaser/s / Allottee/s shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS CLAUSE:

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

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016);
- b) "**Appropriate Government**" means the Government of Telangana;
- c) "**Building/s**" shall mean and refer to the residential building/s comprising of 3 Blocks i.e., Block-A (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine @ Ground Floor), Block-B (with 4 Cellars +1 Ground + 50 Upper

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Floors with Mezzanine@Ground Floor) and Block-C (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine @ Ground Floor) and being constructed on and over the Project Land;

- d) **"Project"** shall mean and refer to the Building combined with the Amenities Block (4 Cellars + 1 Ground + 5 Upper Floors) being constructed over the Project Land for which construction approval from the HMDA has been received;
- e) **"Project Land"** shall mean and refer to the land admeasuring 20,333 sq. mt. comprised within Survey No. 313 (Part) in Puppalguda Village, Gandipet Mandal (earlier Rajendranagar Mandal), Ranga Reddy District over which the Project is being developed and constructed by the Promoter/Vendor/Developer after receipt of the construction approval from the HMDA;
- f) **"Rules"** means Telangana Real Estate (Regulation and Development) Rules, 2017 made under the Act;
- g) **"Regulations"** means the regulations made under the Act or the Rules;
- h) **"Section"** means a section of the Act/Rules;
- i) **"Saleable Area" / "Super Built-up Area"** shall mean and include Carpet Area plus the veranda/balcony(s) which are exclusively meant for the Purchaser/s / Allottee/s plus the proportionate share of Common Areas in the Building plus any other area as agreed between the Promoter/Vendor/Developer and Purchaser/s / Allottee/s in this Agreement for which a cost has been collected from the Purchaser/s / Allottee/s as indicated in Tables 1 and 2 of Clause 1.2 below.
- j) **"Total Price" / "Total Price to Purchaser/s"** shall refer to the amount set out as Item III below Table 2 hereunder.

RECITALS:

WHEREAS:

A. **Brief History of Title**

The title history to the Project Land is as follows:

- (i) (1) Mr. R. Venkat Ramana, (2) Mr. R. Krishna Kumar, (3) Mr. R. Raja Ratnam, (4) Mr. R. Sreeram Kumar, (5) Mr. R. Shravan Kumar, (6) Mrs. Geeta Srinivasan, (7) Mr. R. Srinivasan Karthik, and (8) Mr. R. Srinivasan Monish, (the **"Original Owners"**) were originally the owners of and as such owners fully seized and possessed of and otherwise well and sufficiently entitled to immovable property being land 20,333.11 sq. mt. (equivalent to 5.024 Acres) comprised within Survey No. 313 (Part) in Puppalguda Village, Gandipet Mandal (earlier Rajendranagar Mandal), Ranga Reddy District, Telangana.
 - (ii) The Promoter/Vendor/Developer, desiring to develop the Project Land into the Project, thereafter, by and under the Sale Deed dated May 08, 2025 executed by the Original Owners (therein referred to as First Party/Vendors of the One Part) in favour of the Promoter/Vendor/Developer (therein referred to as the Second Party/Vendee of the Other Part) and duly registered under No. 7807 of 2025, in the office of the Sub-Registrar, Gandipet, acquired the said Project Land from the Original Owners.
- B. The said Project Land (being an extent of 20,333 sq. mt.) was earmarked for the purpose of building a residential project comprising of multistoried residential apartment building (comprising of 3 Blocks i.e., Block-A (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine @ Ground Floor), Block-B (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine@Ground Floor) and Block-C (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine @ Ground Floor) and the Amenities Block (4 Cellars + 1 Ground + 5 Upper Floors)) by the Promoter/Vendor/Developer and the said Project shall be known as **"ASBL Broadway"**.
- C. The Promoter/Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Vendor/Developer regarding the Project Land on which Project is to be constructed have been completed.
- D. The Hyderabad Metropolitan Development Authority (**"HMDA"**) has granted building permit vide file No. 002916/BP/HMDA/0847/SKP/2025 dated May 17, 2025 for the construction of a residential project comprising of multi

storied residential apartment building (comprising of 3 Blocks i.e., Block-A (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine @ Ground Floor), Block-B (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine@Ground Floor) and Block-C (with 4 Cellars +1 Ground + 50 Upper Floors with Mezzanine @ Ground Floor) and the Amenities Block (4 Cellars + 1 Ground + 5 Upper Floors)) as per the sanctioned plan of HMDA. The said Project was also registered as indicated in Recital F.

The Promoter/Vendor/Developer has evolved a scheme of ownership of residential apartments in the Project being developed over the Project Land in terms of which any person desirous of owning a residential apartment/flat in any of the floors in the Project is required to purchase not only the apartment/flat but also the proportionate undivided share, right, title, interest and ownership in the Project Land (specified at **Schedule of Project Land**) with the right to use and enjoy all the common areas and facilities specifically earmarked therein. Upon such sale in the overall scheme, the entire Project Land will be jointly owned and held by the owners of all the apartments/flats in the Project and each of such apartment / flat owners shall have a definite undivided share in the Project Land and absolute ownership to the respective apartments/flats with right to use in common with others, all the common amenities, areas and facilities, staircases, lifts, lobbies, passages, access etc. within the Project Land and the driveways in the Project. The scheme as described above forms basis of sale and ownership of the apartments/flats in the Project.

- E. The Promoter/Vendor/Developer has obtained the sanctioned plan, specifications and approvals for the Project and also for the apartments/flats from the HMDA. The Promoter/Vendor/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- F. The Promoter/Vendor/Developer has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on June 3, 2025 under registration no. **P02400009684**.
- G. The Purchaser/s / Allottee/s had applied for an apartment in the Project vide **Application No.** [Ref 1] dated [Ref 2] and has been allotted **Apartment No.** [Ref 3], in **Tower** [Ref 4] on **Floor** [Ref 5] having:

- (i) carpet area of [Ref 6] sq. ft;
- (ii) external walls & shaft/s area of [Ref 7] sq. ft.;
- (iii) exclusive balcony area/s admeasuring [Ref 8] sq. ft.; and
- (iv) proportionate common area admeasuring [Ref 9] sq. ft.,

totally having a Saleable Area / Super Built-up Area of [Ref 10] sq. ft.,

along with:

- (A) pro-rata undivided right and interest in the Project Land which is equivalent to [Ref 11] sq. yards (which shall be transferred and delivered as per the provisions of the Act/Rules/Regulations); and
- (B) allotted car parking/s numbered [Ref 12] ([Ref 13]) admeasuring at least 2.5 mts. x 5 mts. in [Ref 14];

all comprised in the multi-storied residential apartment complex known as “**ASBL Broadway**” (hereinafter referred to as the “**Schedule A Apartment**” more particularly described in **Schedule A** and the floor plan of the Schedule A Apartment is annexed hereto and marked as **Schedule B**).

- 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. **Additional disclosures/details:**

- (i) The Promoter/Vendor/Developer herein has earlier provided the Title Report and also copies of permit and sanctioned plans issued by the Authorities for construction on Project Land herein to the Purchaser/s / Allottee/s herein to enable the latter to carryout legal due-diligence to satisfy about the title of the Promoter/Vendor/Developer herein and the Vendor/Developer in and over the Project Land and the authority of the Promoter/Vendor/Developer herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, saleable area etc., of ‘ASBL Broadway’ project as well as the suitability of the Schedule A Apartment for the residential use and the conditions mentioned herein, the Purchaser/s / Allottee/s approached and offered to purchase the Schedule A Apartment from the Promoter/Vendor/Developer. The Purchaser/s / Allottee/s has/have further confirmed that Purchaser/s / Allottee/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its/their

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obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser/s / Allottee/s has fully understood and has verified the carpet area, saleable area of the apartment comprised in **Recital G** above and his/her/their entitled undivided right, interest in the common areas of the Building and undivided interest in the Project Land herein as set out in the said Recital G.

- (ii) Thus, the Purchaser/s / Allottee/s got verified and notified that a total saleable area of the Schedule A Apartment is [Ref 15] sq. ft. The Purchaser/s / Allottee/s herein will acquire ownership and title over the said Schedule A Apartment area by way of purchase which includes the entire extents/areas and rights set out above in Recital G (i) to (iv) and Recital G (A) and (B) above. The Total Price payable under this Agreement is accordingly as agreed and set out as Item III under Table 2 of Clause 1.2 below, which includes (A) the Total Sale Consideration payable in respect of the entire saleable area of the Schedule A Apartment which is more fully delineated in the Floor Plan i.e. **Schedule B** plan appended herewith; and (B) certain other amounts as set out in Table 2 of Clause 1.2 below which shall also be payable by the Purchaser/s / Allottee/s.
 - (iii) The title deeds of the Project Land are in the custody of the Promoter/Vendor/Developer herein and it shall deliver the said documents as available with them to the custody of the Association to be formed by all the owners of the apartments/flats in 'ASBL Broadway', simultaneously at the time when the administration of facility maintenance is handed over to such Association. After completion of the Project, all the common areas and infrastructure of the Project including administration of maintenance of common areas will be transferred and handed in favour of the Promoter/Vendor/Developer or any agency appointed by the Promoter/Vendor/Developer for the purpose or the Association to be formed among the apartment owners in the Project, as the case may be, for the purposes of facility maintenance in terms of this Agreement.
 - (iv) The Promoter/Vendor/Developer has offered to sell to the Purchaser/s / Allottee/s and Purchaser/s / Allottee/s agrees to purchase from the Promoter/Vendor/Developer, the Schedule A Apartment (more fully described in the Floor Plan thereof annexed hereto (hereinafter referred to as **Schedule B** plan) for the Total Sale Consideration and other charges as detailed in **Schedule C** hereunder on the terms and conditions contained herein being accepted by the Parties hereto payable to the Promoter/Vendor/Developer.
 - (v) The Parties hereby confirm that the "**Applicable Law**" includes all applicable laws, Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016), Telangana State Real Estate (Regulation and Development) Rules, 2017 or determination by, or any interpretation or administration having the force of law in the State of Telangana whether in effect as of the date of this Agreement or at any time hereafter. In the event the Authority requests the Promoter/Vendor/Developer to amend this Agreement or in the event the Vendor / Developer intends to amend the terms of this Agreement to bring the same in consonance with the Act and Rules, the Purchaser/s / Allottee/s hereby agrees and undertakes to enter into Supplemental Agreements, if any, with the Promoter/Vendor/Developer, as and when required, to amend terms of this Agreement in consonance with the Act and State Rules.
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- 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 upon by and between the Parties, the Promoter/Vendor/Developer hereby agrees to sell and the Purchaser/s / Allottee/s hereby agrees to purchase the Schedule A Apartment including the parking/s as specified in Recital G.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter/Vendor/Developer agrees to sell to the Purchaser/s / Allottee/s and the Purchaser/s / Allottee/s hereby agrees to purchase, the Schedule A Apartment as specified in Recital G.

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1.2. The Total Price for the Schedule A Apartment based on the Saleable Area/s is as per tables below ("Total Price"):

TABLE 1

CHARGES PAYABLE IN RESPECT OF SALEABLE AREA, INFRASTRUCTURE CHARGES, CLUB FACILITIES & AMENITIES, CAR PARKING(S) ("TOTAL SALE CONSIDERATION")				
Unit / Apartment no. [Ref 16] Facing: [Ref 17] Floor: [Ref 18]	Rate per Sq. Ft. (in Rs.)**	Amount Rs.	GST (as applicable) Rs.	Total Amount Rs.
Saleable Area [Ref 19] sq. ft (consisting of apartment including carpet area, exclusive balcony(s), external walls & shaft areas, proportionate common areas)	[Ref 20]/- **	[Ref 21]/-	[Ref 22]/- (calculated at the prevailing rate of 5%)	[Ref 23]/-
Infrastructure Charges (TSCPDCL, HMWS&SB Connection Charges, Piped Gas Connection, DG Sets, STP etc.)	[Ref 24]/-	[Ref 25]/-	[Ref 26]/- (calculated at the prevailing rate of 5%)	[Ref 27]/-
Facilities & Amenities related charges	NA	[Ref 28]/-	[Ref 29]/- (calculated at the prevailing rate of 5%)	[Ref 30]/-
Car Parking/s (designated nos. [Ref 31] and [Ref 32])	NA	[Ref 33]/-	[Ref 34]/- (calculated at the prevailing rate of 5%)	[Ref 35]/-
A. Sale Consideration amount payable by the Purchaser/s / Allottee/s (exclusive of GST and Other Charges set out below)				[Ref 36]/-
B. GST Amount payable by the Purchaser/s / Allottee/s in respect of A above				[Ref 37]/-
C. Total Amount payable by the Purchaser/s / Allottee/s inclusive of GST = A+B (exclusive of Other Charges set out below) – I				[Ref 38]/-

**This component includes the basic price, floor rise charges, flat facing charges and corner flat premium charges.

TABLE 2

OTHER CHARGES PAYABLE				
Details of Other Charges	Rate per Sq. Ft. (in Rs.)	Amount Rs.	GST (as applicable) Rs.	Total Amount Rs.
Corpus Fund	80/-	[Ref 39]	N.A.	[Ref 40]/-
Fixed Facility Maintenance Charges for 2 years	120/-	[Ref 41]	[Ref 42]/- calculated at the prevailing rate of 18%)	[Ref 43]/-
Move-In Charges	NA	25,000/-	4,500/-	29,500/-
Amount payable in respect of Other Charges by the Purchaser/s / Allottee/s – II				[Ref 44]/-

TOTAL PRICE TO THE PURCHASER/S / ALLOTTEE/S (IN RUPEES) = I+II = = [Ref 45]/- ([Ref 46] Only) - III

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It is clarified hereby that the stamp Duty, registration charges and any other taxes, duties, levies as announced by the Government from time to time shall be applicable additionally and payable by the Purchaser/s / Allottee/s. The Schedule of Payments by the Purchaser/s / Allottee/s is provided in Schedule C hereunder.

Explanation:

- (i) The 'Total Price' above includes the booking amount paid by the Purchaser/s / Allottee/s to the Promoter/Vendor/Developer towards the Schedule A Apartment;
 - (ii) The 'Total Price' payable by the Purchaser/s / Allottee/s above includes Taxes (consisting of tax paid or payable by the Promoter/Vendor/Developer by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Vendor/Developer, by whatever name called) up to the date of handing over the possession of the Schedule A Apartment to the Purchaser/s / Allottee/s and the Project to the maintenance agency or the association of purchasers / allottees or the competent authority, as the case may be, after obtaining the completion/occupancy certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser/s / Allottee/s to the Promoter/Vendor/Developer shall be increased/reduced based on such change / modification: Provided further that if there is any increase in the taxes 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 Purchaser/s / Allottee/s provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Purchaser/s / Allottee/s as per actuals, over and above the Total Price.
 - (iii) The Promoter/Vendor/Developer shall periodically intimate in writing to the Purchaser/s / Allottee/s, the amount payable as stated in (i) and (ii) above and the Purchaser/s / Allottee/s shall make payment demanded by the Promoter/Vendor/Developer within the time and in the manner specified therein.
 - (iv) The Total Price of Schedule A Apartment includes recovery of price of land, construction of not only the Schedule A Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, internal water lines and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment (as per approvals) in the common areas, facility maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Schedule A Apartment and the Project.
- 1.3. The Purchaser/s / Allottee/s shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- 1.4. It is agreed that the Promoter/Vendor/Developer shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule D** and **Schedule E** (which **Schedule D** and **Schedule E** shall be in conformity with the project prospectus etc.) in respect of the Schedule A Apartment, as the case may be. The Purchaser/s / Allottee/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 forming part of **Schedule D** provided by the Promoter/Vendor/Developer, for which the Promoter/Vendor/Developer shall not be liable once the hand-over of the Schedule A Apartment to the Purchaser/s / Allottee/s is completed. Similarly, Promoter/Vendor/Developer or the maintenance agency appointed by the Promoter/Vendor/Developer or the Association of Purchaser/s / Allottee/s, as the case may be, 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 forming part of **Schedule E** provided in the Project in terms of this Agreement and the Promoter/Vendor/Developer shall not be liable once the Promoter/Vendor/Developer offers the hand-over of the facility maintenance to the association. Notwithstanding the above, after the hand-over of the Schedule A Apartment to the Purchaser/s / Allottee/s is completed, the Promoter/Vendor/Developer 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.
- 1.5. The Promoter/Vendor/Developer shall confirm to the final carpet and saleable area that has been allotted to the Purchaser/s / Allottee/s after the construction of the Building is complete and the completion/occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the saleable area shall be recalculated upon confirmation by the Promoter/Vendor/Developer. If there is reduction in the carpet area or the Saleable Area then the Promoter/Vendor/Developer shall refund the excess money paid by Purchaser/s / Allottee/s within 45 (forty-five) calendar days with annual interest at the rate prescribed in the Acts/Rules, from the date when such an excess amount was paid by the Purchaser/s / Allottee/s. If there is any increase in the carpet area or the Saleable Area, which is not more than 3% (three percent) of the carpet area or the Saleable Area of the apartment

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allotted to Purchaser/s / Allottee/s, the Promoter/Vendor/Developer may demand that from the Purchaser/s / Allottee/s as per the next milestone of the Payment Plan as provided in **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

- 1.6. Subject to Clause 9.3 the Promoter/Vendor/Developer agrees and acknowledges, the Purchaser/s / Allottee/s shall have the right to the Schedule A Apartment as mentioned below:
- (i) The Purchaser/s / Allottee/s shall have exclusive ownership of the Schedule A Apartment;
 - (ii) The Purchaser/s / Allottee/s shall also have undivided proportionate share in the Common Areas as indicated in Clause 1.2 above. Since the share / interest of Purchaser/s / Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Purchaser/s / Allottee/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/Vendor/Developer shall hand over the common areas to the Purchaser/s / Allottee/s or the association of purchaser/s / allottee/s or the competent authority, as the case may be;
 - (iii) That the computation of the total price of the Schedule A Apartment includes recovery of price of land, construction of not only the Schedule A Apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, internal water lines and plumbing, finishing with paint, tiles, doors, windows, fire detection and firefighting equipment (as per approvals) in the common areas, facility maintenance charges as per Clause 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the Agreement within the Schedule A Apartment and the Project.
 - (iv) The Purchaser/s / Allottee/s has the right to visit the Project site in such manner as set out in this Agreement and as prescribed by the Promoter/Vendor/Developer from time to time, to view the extent of development of the Project.
- 1.7. It is made clear by the Promoter/Vendor/Developer and the Purchaser/s / Allottee/s agrees that the Schedule A Apartment along with covered / open parking provided to the Schedule A Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Project Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser/s / Allottee/s (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser/s / Allottee/s of the Project.
- 1.8. The Promoter/Vendor/Developer agrees to pay all outgoings before transferring the physical possession of the Schedule A Apartment to the Purchaser/s / Allottee/s, which it has collected from the Purchaser/s / Allottee/s, for the payment of outgoings (including land cost either directly or by way of share in the Project, ground rent, 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 overall Project)), subject to any acts or omissions including but not limited to any delays attributable to the statutory authorities / electricity / water companies. If the Promoter/Vendor/Developer fails to pay all or any of the outgoings collected by it from the Purchaser/s / Allottee/s or any liability, mortgage loan and interest thereon (in the manner set out above) before transferring the apartment to the Purchaser/s / Allottee/s, the Promoter/Vendor/Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person. It is further clarified that it is the responsibility of the Purchaser/s / Allottee/s herein to get the Schedule A Apartment assessed by the GHMC/HMDA/local body or competent authority for the purpose of payment of property taxes and the Purchaser/s / Allottee/s shall pay the taxes including property taxes related to the Schedule A Apartment: (a) on and from the date the Schedule A Apartment is handed over to the Purchaser/s / Allottee/s or the possession of the Schedule A Property is taken over by the Purchaser/s / Allottee/s (including on and from the date the Purchaser/s / Allottee/s are deemed to have taken possession in terms of Clause 7.2 and 7.3); or (b) on and from the date of the sale deed is executed / registered in favour of the Purchaser/s / Allottee/s; whichever is earlier, irrespective of the fact whether the Purchaser/s / Allottee/s takes possession or occupies the Schedule A Apartment. It is expressly clarified and agreed among the Parties that the Promoter/Vendor/Developer shall at no point of time be responsible or be liable to pay such taxes in relation to the Schedule A Apartment.
- 1.9. The Purchaser/s / Allottee/s has paid a booking amount and other charges/taxes (as indicated in Schedule C hereunder), as part payment towards the Total Price of the Schedule A Apartment, the receipt of which the

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Promoter/Vendor/Developer hereby acknowledges and the Purchaser/s / Allottee/s hereby agrees to pay the remaining price of the Schedule A Apartment as prescribed in the Payment Plan (**Schedule C**) as may be demanded by the Promoter/Vendor/Developer within the time and in the manner specified therein.

Provided that if the Purchaser/s / Allottee/s delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Acts/Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter/Vendor/Developer abiding by the construction milestones, the Purchaser/s / Allottee/s shall make all payments, on written demand by the Promoter/Vendor/Developer, within the stipulated time as mentioned in the Payment Plan (**Schedule C**) through Account Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of such bank account of the Promoter/Vendor/Developer as specified in the demand letters issued by the Promoter/Vendor/Developer from time to time.

It is clarified and intimated to the Purchaser/s / Allottee/s that the account number that shall be mentioned in the demand letter shall be a Purchaser/s / Allottee/s specific virtual account created within the Developer's Master Collection Account for the Project (i.e. **ABIPL ASBL Broadway Collection Escrow Account**). Accordingly, all payments are to be remitted to the above said virtual account specified in the demand letter only or to such other account/s that shall be intimated to the Purchaser/s / Allottee/s by the Promoter/Vendor/Developer from time to time, each of which shall be payable at Hyderabad.

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

- 3.1 The Purchaser/s / Allottee/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, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter/Vendor/Developer with such permission, approvals which would enable the Promoter/Vendor/Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser/s / Allottee/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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Purchaser/s / Allottee/s confirm that their investments hereunder in respect of the Schedule A Apartment are for their own benefit and enjoyment and are not being made as beneficial interests on behalf of any third party as benami transactions etc. No action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Purchaser/s / Allottee/s, with respect to any money laundering laws as applicable in India, is pending nor has any notice in this regard been received by the Purchaser/s / Allottee/s.

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

4. **ADJUSTMENT / APPROPRIATION OF PAYMENTS:** The Purchaser/s / Allottee/s authorizes the Promoter/Vendor/Developer to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Purchaser/s / Allottee/s against the Schedule A Apartment, if any, in his/her name and the Purchaser/s / Allottee/s undertakes not to object/demand/direct the Promoter/Vendor/Developer to adjust his payments in any manner.

5. **TIME IS ESSENCE:** The Promoter/Vendor/Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority (which shall include the extension of registration, if any, granted to the said project by the Authority) and towards handing over the Schedule A Apartment to the Purchaser/s

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/ Allottee/s and the common areas to the Association of purchaser/s / allottee/s or the Purchaser/s / Allottee/s or the competent authority, as the case may be. Similarly, time is the essence for the all dates, time periods and obligations of the Purchaser/s / Allottee/s (including those related to timely payments) set forth or referred to in this Agreement.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:** The Purchaser/s / Allottee/s has seen the proposed building plan, specifications, amenities and facilities of the Schedule A Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Vendor/Developer. The Promoter/Vendor/Developer shall develop the Project in accordance with the said approved building plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter/Vendor/Developer undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed in terms of the sanction plans issued by the HMDA and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Vendor/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/Vendor/Developer agrees and understands that timely delivery of possession of the Schedule A Apartment to the Purchaser/s / Allottee/s and the common areas to the Association of purchaser/s / allottee/s or the Purchaser/s / Allottee/s or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Vendor/Developer assures to hand over possession of the Schedule A Apartment along with ready and complete common areas with all specifications and facilities of the Building/s (within which the Schedule A Apartment is located) in place on or prior to **December 31, 2029** with an additional period of 6 (six) months as grace period i.e. on or prior to **June 30, 2030** (subject any extension of registration granted to the said Project by the Authority), unless there is delay or failure due to unforeseen circumstances beyond the control of the Promoter/Vendor/Developer such as acts of God including but not limited to natural calamities like flood, drought, fire, cyclone, earthquake, epidemics/pandemics or any other calamity caused by nature, war, or strikes, agitations, unforeseen market conditions, any Court stay / prohibitory orders or Government order or any third party claims, and further on account of litigations, embargoes, restrictions and controls that may be put up by any Government or authorities, affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s / Allottee/s agrees that the Promoter/Vendor/Developer shall be entitled to the extension of time for delivery of possession of the Schedule A Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s / Allottee/s agrees and confirms that, in the event it becomes impossible (where such impossibility shall be determined by the Promoter/Vendor/Developer) for the Promoter/Vendor/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Vendor/Developer shall refund to the Purchaser/s / Allottee/s the entire amount received towards Total Sale Consideration by the Promoter/Vendor/Developer from the allotment within 90 (ninety) calendar days from that date. The Promoter/Vendor/Developer shall intimate the Allottee about such termination at least 30 (thirty) calendar days prior to such termination. After refund of the money paid by the Purchaser/s / Allottee/s, the Purchaser/s / Allottee/s agrees that he/ she shall not have any rights, claims etc. against the Promoter/Vendor/Developer or against the Schedule A Apartment and that the Promoter/Vendor/Developer (and the Schedule A Apartment) shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession:** The Promoter/Vendor/Developer, upon obtaining the occupancy certificate from the competent authority or completion certificate from a licensed Engineer, as the case may be, shall offer in writing the possession of the Schedule A Apartment as set out above, to the Purchaser/s / Allottee/s having paid all the amounts as mentioned in this Agreement by that time. If the Purchaser/s / Allottee/s fails to take delivery within the time specified in the notice, it will be treated as the Purchaser/s / Allottee/s has deemed to have taken possession and he shall be liable for payment of all outgoing including facility maintenance charges from the date of the notice. The Promoter/Vendor/Developer agrees and undertakes to indemnify the Purchaser/s / Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter/Vendor/Developer. However, the Promoter/Vendor/Developer shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Purchaser/s / Allottee/s or any authority or third party on whom the Promoter/Vendor/Developer has no control. The Purchaser/s / Allottee/s, after taking possession/deemed possession, agree(s) to pay the facility maintenance charges (whether fixed or variable or otherwise) and utility bills to the Promoter/Vendor/Developer or the Association of purchaser/allottees (as the case may be) as determined by the Promoter/Vendor/Developer or the Association of purchaser/allottees (as the case may be). The Promoter/Vendor/Developer shall hand over the copy of completion /occupancy certificate of the Schedule A Apartment to the Purchaser/s / Allottee/s at the time of conveyance of the same. After taking possession of the Schedule A Apartment by the Purchaser/s / Allottee/s, the Promoter/Vendor/Developer is

not responsible for any damage that is caused to the Schedule A Apartment or the Project due to the acts of the Purchaser/s / Allottee/s.

- 7.3 **Failure of Purchaser/s / Allottee/s to take Possession of Schedule A Apartment:** Upon receiving a written intimation from the Promoter/Vendor/Developer as per Clause 7.2, the Purchaser/s / Allottee/s shall take possession of the Schedule A Apartment from the Promoter/Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter/Vendor/Developer shall give possession of the Schedule A Apartment to the Purchaser/s / Allottee/s. In case the Purchaser/s / Allottee/s fails to take delivery within the time specified in the notice: (a) it will be treated as the Purchaser/s / Allottee/s has deemed to have taken possession and he shall be liable for payment of all outgoings including facility maintenance charges (whether fixed or variable or otherwise) and utility bills from the date of notice as specified in Clause 7.2; and (b) the Purchaser/s / Allottee/s shall be liable to pay the Promoter/Vendor/Developer an additional penal amount of Rs. 500/- per day for each day of delay in taking the delivery.
- 7.4 **Possession by the Purchaser/s / Allottee/s:** After obtaining the completion/occupancy certificate and handing over physical possession of the Schedule A Apartment to the Purchaser/s / Allottee/s, it shall be the responsibility of the Promoter/Vendor/Developer to hand over the necessary documents and plans, including common areas to the association of purchaser/allottees or to the Purchaser/s / Allottee/s, as the case may be, within 30 (thirty) calendar days after obtaining the completion/occupancy certificate.
- 7.5 **Cancellation by Purchaser/s / Allottee/s:** The Purchaser/s / Allottee/s shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act: Provided that where the Purchaser/s / Allottee/s proposes to cancel/withdraw from the Project without any fault of the Promoter/Vendor/Developer, the Promoter/Vendor/Developer herein is entitled to forfeit the booking amount (indicated in Schedule C) paid for the allotment. The balance Total Sale Consideration amount, after forfeiture of the booking amount paid by the Purchaser/s / Allottee/s shall be returned by the Promoter/Vendor/Developer to the Purchaser/s / Allottee/s within 3 (three) months of such cancellation or at the time that the Promoter/Vendor/Developer is able to resell the said Schedule A Apartment to another purchaser, whichever is later.
- 7.6 **Compensation:** The Promoter/Vendor/Developer shall compensate the Purchaser/s / Allottee/s in case of any loss caused to him/her due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, if the Promoter/Vendor/Developer fails to complete or is unable to give possession of the Schedule A Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter/Vendor/Developer shall be liable, on demand to the Purchaser/s / Allottee/s, in case the Purchaser/s / Allottee/s wishes to withdraw from the Project, without prejudice to any other remedy available, to return the Total Sale Consideration amount paid by him/her in respect of the Schedule A Apartment, with interest at the rate prescribed in the Acts/Rules including compensation in the manner as provided under the Act within 90 (ninety) calendar days of it becoming due. Provided that in case of occurrence of sub-clause (i) above, where if the Purchaser/s / Allottee/s does not intend to withdraw from the Project, the Promoter/Vendor/Developer shall pay the Purchaser/s / Allottee/s such amounts as set out in the Delay Penalty clause hereunder, which shall be paid by the Promoter/Vendor/Developer to the Purchaser/s / Allottee/s within 90 (ninety) calendar days of it becoming due.

It is clarified that the decision of the Purchaser/s / Allottee/s to withdraw / cancel from the Project shall be conveyed in writing by the Purchaser/s / Allottee/s to the Promoter/Vendor/Developer within 7 (Seven) calendar days from the expiry of the agreed completion date for the Building as provided in Clause 7.1 above. In the event such decision is not conveyed in the manner set out hereunder, it shall be assumed that the Purchaser/s / Allottee/s wishes to continue in the Project. Any withdrawal or decision to continue (including any assumptions made hereinabove) shall be final and binding on both the Parties.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/VENDOR/ DEVELOPER:

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

- (i) The Promoter/Vendor/Developer has absolute, clear and marketable title with respect to the said Project Land and the Promoter/Vendor/Developer has the requisite rights to carry out development upon the said Project Land and absolute, actual, physical and legal possession of the said Project Land for the Project;

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- (ii) The Promoter/Vendor/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 Project Land or the Project.
- (iv) There are no title litigations pending before any Court of law or Authority with respect to the said Project Land or any other litigations pending with respect to the Project.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Project Land and Schedule A Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Vendor/Developer has been and shall, at all times be, in compliance with all applicable laws in relation to the Project, said Project Land, Building and Schedule A Apartment and common areas;
- (vi) The Promoter/Vendor/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser/s / Allottee/s created herein, may prejudicially be affected;
- (vii) The Promoter/Vendor/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 Project Land, including the Project and the said Schedule A Apartment which will, in any manner, adversely affect the rights of Purchaser/s / Allottee/s under this Agreement;
- (viii) The Promoter/Vendor/Developer confirms that the Promoter/Vendor/Developer is not restricted in any manner whatsoever from selling the said Schedule A Apartment to the Purchaser/s / Allottee/s in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance/Sale deed the Promoter/Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser/s / Allottee/s and the common areas to the association of purchaser/allottees or the competent authority, as the case may be;
- (x) The Promoter/Vendor/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion /occupancy 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 Purchaser/s / Allottee/s and/or the association of purchasers/ allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Vendor/Developer in respect of the said Project Land and/or the Project.

8.2 The Purchaser/s / Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Schedule A Apartment may come, hereby covenants with the Promoter/Vendor/Developer as follows:

- (i) To maintain the Schedule A Apartment at the Purchaser/s' / Allottee/s' own cost in good and tenantable repair and condition from the date of possession of the Schedule A Apartment is taken and shall not do or suffer to be done anything in or to the Building in which the Schedule A Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Building in which the Schedule A Apartment is situated and the Schedule A Apartment itself or any part thereof without the consent of the local authorities/association of the purchasers/ allottees, if required.
- (ii) Not to store in the Schedule A 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 Schedule A 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 Schedule A Apartment is situated, including entrances of the Building / Project in which the Schedule A Apartment is situated and in case any damage is caused to the Building in which the Schedule A Apartment is situated or to the Schedule A Apartment, on account of negligence or default of the Purchaser/s / Allottee/s in this behalf, the Purchaser/s / Allottee/s shall be liable for all the consequences.

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- (iii) To carry out at his own cost all internal repairs to the said Schedule A Apartment and maintain the Schedule A Apartment in the same condition, state and order in which it was delivered by the Promoter/Vendor/Developer to the Purchaser/s / Allottee/s and shall not do or suffer to be done anything in or to the Building in which the Schedule A Apartment is situated or the Schedule A Apartment which may be contrary to the rules and regulations and bye-laws of the Project / concerned local authority or other public authority. In the event of the Purchaser/s / Allottee/s committing any act in contravention of the above provision, the Purchaser/s / Allottee/s shall be responsible and liable for the consequences thereof to the Promoter/Vendor/Developer or to the Association of purchaser/s/allottee/s/owners or to the concerned local authority and/or other public authority, as the case may be.
- (iv) Not to demolish or cause to be demolished the Schedule A 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 Schedule A Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the Schedule A Apartment is situated and shall keep the portion, sewers, drains and pipes in the Schedule A Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the Project / Building in which the Schedule A Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members in the Project / Schedule A Apartment.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance if so taken of the Project Land and the building in which the Schedule A Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance so taken.
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Schedule A Apartment in the compound or any portion of the Project Land and the Building in which the Schedule A Apartment is situated.
- (vii) The Purchaser/s / Allottee/s shall observe and perform all the bye-laws, rules and regulations which the Promoter/Vendor/Developer may adopt or the association of purchaser/s/allottee/s/ owners may adopt at its inception, as the case may be, and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the Schedule A Apartment therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the Project, concerned local authority and of Government and other public bodies. The Purchaser/s / Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Promoter/Vendor/Developer or the association of purchaser/s/allottee/s/ owners, as the case may be, regarding the occupancy and use of the Schedule A Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (viii) Till a delivery/conveyance of the common areas, services and amenities of the building/Project in which Schedule A Apartment is situated and till all the total built up area/units are sold off or until such time as decided by the Promoter/Vendor/Developer, the Purchaser/s / Allottee/s shall permit the Promoter/Vendor/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Buildings / Project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter/Vendor/Developer fails to provide ready to move in possession of the Schedule A Apartment to the Purchaser/s / Allottee/s within the time period specified in Clause 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 Clause, 'ready to move in possession' shall mean that the Schedule A Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities specified in Schedule D, as agreed to between the parties, and for which occupation certificate and/or completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter/Vendor/Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) The Purchaser/s / Allottee/s shall be entitled to Stop making further payments to Promoter/Vendor/Developer as demanded by the Promoter/Vendor/Developer towards the Total Sale Consideration. If the Purchaser/s / Allottee/s stops making payments, the Promoter/Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser/s / Allottee/s be required to make the next payment without any interest; or
- (ii) The Purchaser/s / Allottee/s shall have the option of terminating the Agreement in which case the Promoter/Vendor/Developer shall be liable to refund the entire money paid by the Purchaser/s / Allottee/s under any head of Total Sale Consideration whatsoever towards the purchase of the Schedule A Apartment, along with interest at the rate prescribed in the Acts/Rules within 90 (ninety) calendar days of receiving the termination notice: Provided that where an Purchaser/s / Allottee/s does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Vendor/Developer, interest at the rate prescribed in the Acts/Rules, for every month of delay till the handing over of the possession of the Schedule A Apartment, which shall be paid by the Promoter/Vendor/Developer to the Purchaser/s / Allottee/s within 90 (ninety) calendar days of it becoming due. The decision of the Purchaser/s / Allottee/s to withdraw / cancel from the Project shall be as specified in Clause 7.6 above.

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

- (i) In case the Purchaser/s / Allottee/s fails to make payments for any demands made by the Promoter/Vendor/Developer as per the Payment Plan annexed hereto despite having been issued notice in that regard, the Purchaser/s / Allottee/s shall be liable to pay interest to the Promoter/Vendor/Developer on the unpaid amount at the rate prescribed in the Act/Rules or pay the Promoter/Vendor/Developer the Delay Administrative Charges specified in Schedule C below, as the case may be, at the Promoter/Vendor/Developer's discretion;
- (ii) In case of Default by Purchaser/s / Allottee/s under the condition listed above continues for a period beyond 1 (one) month after notice from the Promoter/Vendor/Developer in this regard, the Promoter/Vendor/Developer may cancel the allotment of the Schedule A Apartment in favour of the Purchaser/s / Allottee/s (without any action, consent or interference of the Purchaser/s / Allottee/s) and refund the money paid to him by the Purchaser/s / Allottee/s by deducting the booking amount and any interest / liabilities / Delay Administrative Charges etc. paid/to be paid till that date and this Agreement shall thereupon stand terminated without any actions being required of the defaulting Party. Provided that the Promoter/Vendor/Developer shall intimate the Purchaser/s / Allottee/s about such termination at least 30 (thirty) calendar days prior to such termination. The amount shall be repaid by the Promoter/Vendor/Developer within a period of 90 (ninety) calendar days after termination or the date on which the Promoter/Vendor/Developer is able to resell the Schedule A Apartment to another purchaser, whichever is later.

10. CONVEYANCE OF THE SCHEDULE A APARTMENT:

- 10.1 The Promoter/Vendor/Developer, on receipt of Total Price as per Clause 1.2 under the Agreement from the Purchaser/s / Allottee/s, shall execute a conveyance/sale deed and convey the title of the Schedule A Apartment together with proportionate indivisible/undivided share in the common areas within 15 (fifteen) working calendar days from the date of receipt of the Total Price. However, in case the Purchaser/s / Allottee/s fails to deposit the stamp duty and/or registration charges to the competent authority (and provide copy of such payment to the Promoter/Vendor/Developer) within the period mentioned in the notice, the Purchaser/s / Allottee/s authorizes the Promoter/Vendor/Developer to withhold registration of the conveyance/sale deed in his/her favour till payment of stamp duty and registration charges to the competent authority is made by the Purchaser/s / Allottee/s in the manner and as per timelines set out by the Promoter/Vendor/Developer in its notice.
- 10.2 The Promoter/Vendor/Developer by itself or through its power of attorney / authorised representative agrees to execute conveyance / sale deed (only in the standard format to be provided by the Promoter/Vendor/Developer at a later date) for sale of Schedule A Apartment in favor of the Purchaser/s / Allottee/s in the manner set out hereinabove. The Purchaser/s / Allottee/s agree/s not to claim ownership / possession until the conveyance is completed in terms of this Agreement. The Parties hereto shall co-operate with each other for registration of the conveyance / sale deed in pursuance of this Agreement. The conveyance / sale deed and its registration process shall be completed through the Promoter/Vendor/Developer's counsel / registration agent only. The Purchaser/s / Allottee/s shall not have the option to choose any particular registration date or time and the registration formalities will be completed by the Promoter/Vendor/Developer at its convenience by utilizing the photo form 32A and other necessary forms, all signed by

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the Purchaser/s / Allottee/s where necessary, to enable the Promoter/Vendor/Developer to complete the registration formalities without having Purchaser/s / Allottee/s to come to the registration office personally. It is agreed and accepted between the Parties that the registration process for the Project will be completely controlled by the Promoter/Vendor/Developer as the Promoter/Vendor/Developer shall be planning and doing multiple registrations in favour of purchasers/allottees in the Project at such designated time and date, at its convenience, after taking into consideration the volume of registrations to be made on any particular date. The Purchaser/s / Allottee/s shall not insist and shall not have the right to insist for their personal appearance in sub-registrar office for execution and registration of the conveyance deed / sale deed.

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

- 11.1 The Promoter/Vendor/Developer shall be responsible to provide and maintain essential services in the Project, on reasonable charges as agreed between the Parties, till the taking over of the facility maintenance of the project by the association of purchasers/allottees and the cost of facility maintenance shall be borne by the Purchaser/s / Allottee/s, proportionate to the Schedule A Apartment in their occupation. In the event the Project is being undertaken in phases, 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/Vendor/Developer and / or the association of purchaser/s/allottee/s 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.
- 11.2 All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., (the choice of such infrastructural facilities being at the discretion of the Promoter/Vendor/Developer or the association of purchaser/s/allottee/s/owners executing the facility maintenance) shall always be covered by appropriate annual maintenance agreements / maintenance contracts / insurance agreements with the authorized service providers and the costs of such AMC / maintenance contracts / Insurance shall be part of the facility maintenance charges payable by the occupants, as may be decided by the Promoter/Vendor/Developer or the association of purchaser/s/allottee/s/owners executing the facility maintenance. Unless the possession is delivered to the Purchaser/s / Allottee/s, the Promoter/Vendor/Developer shall be the occupant in respect of any apartment/building.

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/Vendor/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Vendor/Developer within a period of 5 (five) years by the Purchaser/s / Allottee/s from the date of handing over possession, it shall be the duty of the Promoter/Vendor/Developer to rectify such defects without further charge, within 30 (thirty) calendar days and the provisions of the Act shall apply in so far as the rectification of the defects and the recourses of the Purchaser/s / Allottee/s.

It is clarified that all defects (including any defect in the obligations of the Promoter/Vendor/Developer) having the benefit of Clause 12 hereinabove (or any other clause in this Agreement) shall mean and refer only to defects in the designated load-bearing elements of the Building like breakages, appearing over time in elements such as load bearing columns, walls, slabs, beams *etc.* which can affect the strength and stability of the Building.

- 12.2 Notwithstanding anything contained in the above clause the following exclusions are made:

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc.) which carry manufacturer's guarantees for a limited period. Thereafter the Promoter/Vendor/Developer or association /society of purchaser/s/allottee/s/owners, as the case may be, shall take annual maintenance contract with the suppliers. The Promoter/Vendor/Developer shall transfer manufacturers' guarantees/warranties to the Purchaser/s / Allottee/s or association of purchasers/allottees/ owners, as the case may be, at such mutually agreed time.
 - 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.
- 12.3 The Purchaser/s / Allottee/s shall maintain the Schedule A Apartment in good tenantable condition and carry out the internal repairs for the upkeep of the said property. The Promoter/Vendor/Developer or the association of the purchasers/allottees, as the case may be, or their respective assigns shall maintain the services and amenities in good

condition and covered with proper AMC / insurance. The obligation of the Promoter/Vendor/Developer shall be subject to proper maintenance and upkeep of the apartments/ services and amenities by the Purchaser/s / Allottee/s or the association of the purchasers/allottees, as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Vendor/Developer or maintenance agency or the association of purchasers/ allottees shall have rights of unrestricted access of all common areas, garages/ covered parking and parking spaces for providing necessary maintenance services and the Purchaser/s / Allottee/s agrees to permit the association of purchasers/allottees and/or maintenance agency to enter into the Schedule A 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 “**ASBL Broadway**”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser/s / Allottee/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 allotted to him/her, and the same shall be reserved for use by the Promoter/Vendor/Developer or maintenance agency or the association of purchasers/allottees, as the case may be, for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Clause 12 above, the Purchaser/s / Allottee/s shall, after taking possession, be solely responsible to maintain the Schedule A 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 Project including the Building, or the Schedule A 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 Schedule A Apartment and keep the Schedule A 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 Project and / or the Building is not in any way damaged or jeopardized.

15.2 The Purchaser/s / Allottee/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 balconies or common areas. The Purchaser/s / Allottee/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. Further, the Purchaser/s / Allottee/s shall not store any hazardous or combustible goods in the Schedule A Apartment or place any heavy material in the common passages or staircase of the Project/Building. The Purchaser/s / Allottee/s shall also not remove any wall, including the outer and load bearing wall of the Schedule A Apartment.

15.3 The Purchaser/s / Allottee/s shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Vendor/Developer and thereafter the association of purchasers / allottees or maintenance agency appointed by the Promoter/Vendor/Developer or association of purchasers/allottees, as the case may be. The Purchaser/s / Allottee/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. BY PARTIES:

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

17. ADDITIONAL CONSTRUCTIONS:

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

18. MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Purchaser/s / Allottee/s hereby authorizes and permits the Promoter/Vendor/Developer to raise finance/loan from any institution/company/bank/competent authority by any mode

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or manner by way of charge/mortgage/ securitization of the Schedule A Apartment /Project / Building or the land underneath or the receivables, subject to the condition that the Schedule A Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Purchaser/s / Allottee/s. The Purchaser/s / Allottee/s shall be informed about the same at the time of agreement.

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

The Promoter/Vendor/Developer shall take the following steps to enable formation of an association of purchasers/allottees under Section 11(4)(e) of the Act:

- a. With respect to a real estate project, the Promoter/Vendor/Developer shall form an association / register a society (under the Telangana Societies Registration Act, 2001 or such similar legislation as prescribed by the relevant authorities for the purposes of residential apartment societies) of the purchasers/ allottees, within 3 (three) months from the date on which the completion/occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total purchasers/allottees in such a project have taken possession and the Promoter/Vendor/Developer has received the Total Price from such purchasers/allottees. All the purchasers/allottees on payment of the Total Price shall become members of such association of purchasers / allottees formed by the Promoter/Vendor/Developer. However, the Promoter/Vendor/Developer is at liberty to form such an association of purchaser/s/allottee/s as and when sufficient quorum/members are available for formation of association of purchaser/s/allottee/s even before the completion / occupancy certificate is issued and even before sixty per cent of the total purchasers in the project have taken possession so as to enable the Promoter/Vendor/Developer to approach the concerned authorities and submit required applications in the name of such association of purchaser/s/allottee/s for sanction of the necessary electricity connection, water / sewerage connections and/or any other facilities to the Project in the name of such association of purchaser/s/allottee/s itself.
- b. If the Promoter/Vendor/Developer fails to form the association of purchasers/allottees, the Authority shall by an order direct the Promoter/Vendor/Developer to apply for formation of such association of purchaser/s/allottee/s or may authorize the purchasers/allottees to apply for formation of the said association.
- c. Notwithstanding any other rule, after conveying the title to the association of purchasers/allottees under Section 17 of the Act, the Promoter/Vendor/Developer shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building which is still not sold or allotted and shall be deemed to have been allowed to do so by the association of purchasers/allottees without any restriction or entry of the building and development of common areas.

The proportionate undivided share of land to which the Schedule A Apartment is entitled to is now mentioned in the Schedule A of this Agreement. In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the entire Project Land (described below at the Schedule of Project Land) along with the common areas/Club house only in favour of the Society/Association formed among the owners, the Promoter/Vendor/Developer herein undertakes to execute and register such Deed of Transfer in favour of the Society/Association, subject to the terms of this Clause. If such transfer of proportionate undivided share of land is permitted in favour of Purchaser/Allottee of Schedule A Apartment, such extent of proportionate undivided share of land will be mentioned in the ultimate Sale Deed to be executed and registered in favour of the Purchaser/Allottee herein. On the other hand, if the entire Project Land along with common areas/Club house is to be transferred in favour of the Society/Association, the Purchaser/s/Allottee/s herein and all other Purchaser/Allottee shall bear and pay not only the Stamp Duty and Registration Fee payable in respect of the Schedule A Apartment herein but also the proportionate Stamp Duty and Registration Fee payable in respect of such Deed of Transfer to be executed and registered in favour of the Society/Association.

20. BINDING EFFECT:

Forwarding this Agreement to the Purchaser/s / Allottee/s by the Promoter/Vendor/Developer does not create a binding obligation on the part of the Promoter/Vendor/Developer or the Purchaser/s / Allottee/s until the Purchaser/s / Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) calendar days from the date of receipt by the Purchaser/s / Allottee/s. If the Purchaser/s / Allottee/s fails to execute and deliver to the Promoter/Vendor/Developer this Agreement within 30 (thirty) calendar days from the date of its receipt by the Purchaser/s / Allottee/s, then the Promoter/Vendor/Developer shall be entitled to serve a notice to the Purchaser/s / Allottee/s for rectifying the default, which if not rectified within 30 (thirty) calendar days from the date of its receipt by the Purchaser/s / Allottee/s, application of the Purchaser/s / Allottee/s may be treated as cancelled by the Promoter/Vendor/Developer and upon doing the same, all sums deposited by the Purchaser/s / Allottee/s in connection

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therewith including the booking amount (but however excluding taxation amounts and any transaction charges) shall be returned to the Purchaser/s / Allottee/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 Schedule A Apartment.
22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S / ALLOTTEE/S OR SUBSEQUENT PURCHASERS /ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Schedule A Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent purchasers/allottees of the Schedule A Apartment, in case of a transfer (where such transfer is expressly agreed to by the Promoter/Vendor/Developer), as the said obligations go along with the Schedule A Apartment for all intents and purposes.
24. **WAIVER NOT A LIMITATION TO ENFORCE:**
 - 24.1 The Promoter/Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser/s / Allottee/s in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser/s / Allottee/s that exercise of discretion by the Promoter/Vendor/Developer in the case of one purchaser/allottee or in one particular instance shall not be construed to be a precedent and /or binding on the Promoter/Vendor/Developer to exercise such discretion in the case of other purchasers/allottees or on other instances for the same purchasers/allottees.
 - 24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
25. **SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Except as otherwise provided for in this Agreement, wherever in this Agreement it is stipulated that the Purchaser/s / Allottee/s has to make any payment, in common with other purchaser(s)/allottee(s) in Project, the same shall be in proportion to the carpet area or saleable area of the Schedule A Apartment bears to the total carpet area or saleable area of all the apartments in the Project as the case may be.
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/Vendor/Developer through its authorized signatory at the Promoter/Vendor/Developer's Office (or at such other place as determined by the Promoter/Vendor/Developer), after the Agreement is duly executed by the Purchaser/s / Allottee/s and the Promoter/Vendor/Developer.
29. **NOTICES:** That all notices to be served on the Purchaser/s / Allottee/s and the Promoter/Vendor/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser/s / Allottee/s or the Promoter/Vendor/Developer by Registered Post/through E-Mail at their respective addresses/e-mail ids as provided below:

Name and Address of the Purchaser/s / Allottee/s:-

Mr., S/o. Mr.

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R/o.
.....
Mobile No.; Email:

Name and Address of the Promoter/Vendor/Developer:-

ASHOKA BUILDERS INDIA PRIVATE LIMITED, Office at Unit Nos. 1 to 12, Shanta Sriram Tech Park, Ground Floor, PSR Prime Tower, Sy No 126 part, Gachibowli, Rangareddi, Hyderabad - 500032, Telangana.

Contact Person/Designation: CRM Head
Mobile No. +91 7997829990; Email: customercare@asbl.in

It shall be the duty of the Purchaser/s / Allottee/s and the Promoter/Vendor/Developer to inform each other of any change in address/E-mail id (as provided above) subsequent to the execution of this Agreement in the above address by Registered Post/E-mail (as provided above) failing which all communications, demand notices and other letters posted at the above address/E-mail-id shall be deemed to have been received by the Promoter/Vendor/Developer or the Purchaser/s / Allottee/s, as the case may be.

30. **JOINT PURCHASERS/ALLOTTEES:** That in case there are joint purchasers/ allottees all communications shall be sent by the Promoter/Vendor/Developer to the purchaser/allottee whose name appears first and at the address/mail id given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers/allottees.
31. **SAVINGS:** Any application letter, allotment letter, agreement, or any other document signed by the Purchaser/s / Allottee/s, in respect of the Schedule A Apartment prior to the execution and registration of this Agreement for Sale for such Schedule A Apartment shall not be construed to limit the rights and interests of the Purchaser/s / Allottee/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 the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
33. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

ADDITIONAL TERMS:

34. **NOT TO ALTER NAME:** The Purchaser/s / Allottee/s or the association of the purchasers/allottees of the apartments shall not alter or subscribe to the alteration of the name of “**ASBL Broadway**” in Project Land and /or alter the names assigned to the Blocks therein. The Purchaser/s / Allottee/s acknowledge, agree and understand that the name “**ASBL Broadway**” is final for the Project Land; provided that the Promoter/Vendor/Developer shall have right to change the name at its sole discretion.
35. **INDULGENCE:** Any delay tolerated or indulgence shown by the Promoter/Vendor/Developer herein in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s / Allottee/s shall not be construed as a waiver on their part as any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s / Allottee/s nor shall the same in any manner prejudice the right of the Promoter/Vendor/Developer herein. It is made clear and so agreed by the Purchaser/s / Allottee/s that exercise of discretion by the Promoter/Vendor/Developer in the case of one purchaser/allottee in the Project shall not be construed to be a precedent and /or binding on the Promoter/Vendor/Developer to exercise such discretion in the case of other purchasers/allottees.
36. **CUSTODY:** This Agreement is prepared in a single set which will be retained by the Promoter/Vendor/Developer. The Promoter/Vendor/Developer will provide the Purchaser/s / Allottee/s with soft copies of this Agreement and both copies shall be treated as Originals by the Parties.
37. **ASSIGNMENT:** Until the expiry of 3 (three) years from the date of this Agreement, the Purchaser/s / Allottee/s shall not assign/transfer/sell/convey in any manner whatsoever his/her/their interest in the Schedule A Apartment agreed to be purchased in terms of this Agreement, whether in the name of his family members, legal heirs or any other third parties. Upon the expiry of 3 (three) years, the Purchaser/s / Allottee/s may, only with the prior consent of the

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Promoter/Vendor/Developer herein, assign/transfer/sell/convey his/her/their interest in the Schedule A Apartment (agreed to be purchased in terms of this Agreement) in full compliance with the terms set out hereunder:

- (a) It is explicitly made clear that the Promoter/Vendor/Developer herein is not obligated to give its consent for any assignment/transfer by the Purchaser/s / Allottee/s, as this contract is exclusive in nature.
- (b) It is also agreed that, in the event the Promoter/Vendor/Developer agrees to give its consent for assignment/transfer of Purchaser/s' / Allottee/s' interest in this Agreement, the Purchaser/s / Allottee/s shall make all requisite payments under this Agreement including the Total Price to the Promoter/Vendor/Developer in full compliance of this Agreement. Only after payment of such Total Price and the amounts set out in sub-clause (c) below, the Promoter/Vendor/Developer shall, at its discretion, grant its consent for such transfer or assignment. It is clarified that all registration fee, transfer duty, stamp duty etc. or any other charges to be paid to the revenue department in respect of the agreement for sale / assignment deed / sale deed shall be payable by the Purchaser/s / Allottee/s or their transferee, as the case may be, at such time as prescribed and determined by the Promoter/Vendor/Developer and no such costs shall be borne by the Promoter / Vendor / Developer whatsoever.
- (c) Subject to the discretion of the Promoter/Vendor/Developer in giving any consent to such assignment as set out above, in the event the Promoter/Vendor/Developer consents to the Purchaser/s / Allottee/s for assigning their rights to any family members, legal heirs or any other third party, the Promoter/Vendor/Developer herein shall be entitled to charge Rs. 250/- (Rupees Two Hundred and Fifty Only) per sq. ft. (exclusive of any taxes which shall be payable by the Purchaser/s / Allottee/s) of the Schedule A Apartment as their administrative charges for giving such consent, after the payment of which charges, the Promoter/Vendor/Developer may grant / release such consent.
- (d) It is also made clear that the Purchaser/s / Allottee/s will not be able to assign his/her/their rights in parts/portions i.e., the Purchaser/s / Allottee/s will have to either assign all his/her/their rights under this Agreement or otherwise shall not be entitled to assign his/her/their rights at all. In the event of the Promoter/Vendor/Developer herein granting such permission, the Purchaser/s / Allottee/s and his assignee/nominee shall ensure to execute the required documentation at their cost as advised by the Promoter/Vendor/Developer herein and pay the necessary taxes, duties that are associated with such assignment.

38. **INTERIOR WORK:**

- (a) All the interior related works that the Purchaser/s / Allottee/s may undertake upon his/her/their own can be taken up only after handing over possession of the Flat to the Flat Owner by the Promoter/Vendor/Developer herein without disturbing the structure like beams, columns etc.
- (b) The Purchaser/s / Allottee/s shall carry out interior works on all days (except Sundays and public holidays) during the day time between 9 A.M. and 6 P.M.
- (c) The Purchaser/s / Allottee/s shall not obstruct or store any material required for the interior works in the common areas including the corridors and basements of the Building.
- (d) The Promoter/Vendor/Developer herein do not owe any responsibility for any breakages, damages caused to any of the finishing works or to the structure already handed over to the Purchaser/s / Allottee/s but originally carried out by the Promoter/Vendor/Developer herein. While undertaking the interior works, if any damage is caused to the structures or facilities in the common areas and facilities in the Project, the Purchaser/s / Allottee/s shall bear and pay the charges incurred by the Promoter/Vendor/Developer herein or the association of allottee/s/purchaser/s, as the case may be, towards undertaking repair of the same and the Purchaser/s / Allottee/s shall pay the amount as demanded by the Promoter/Vendor/Developer herein or the association of allottee/s/purchaser/s, as the case may be. The quantum of amount assessed for such repairs by the Promoter/Vendor/Developer herein or the association of allottee/s / purchaser/s, as the case may be, shall be final and binding on the Purchaser/s / Allottee/s.
- (e) The Promoter/Vendor/Developer herein is not answerable for any thefts during the course of the interior works.
- (f) No person / interior worker shall be permitted to reside in the apartment/flat during the period of execution of interior works.
- (g) All dust and wastage from the interior works shall be removed from the Project premises by the Purchaser/s / Allottee/s in such manner as prescribed by the Promoter/Vendor/Developer or its authorised representatives or the

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association of purchaser/s/allottee/s, as the case may be. Any violation of this Clause by the Purchaser/s / Allottee/s shall be liable to penalties that may be imposed by the Promoter/Vendor/Developer, at its discretion.

- (h) Without prejudice to Clause 39 below, before the date of announcement by the Promoter/Vendor/Developer that the facility maintenance period has commenced, in the event the Purchaser/s / Allottee/s (or their tenants / occupiers) takes handover of the Schedule A Apartment for any reason whatsoever (including for any fit-outs, if applicable), the Purchaser/s / Allottee/s hereby agrees and undertakes to pay in advance, to the Promoter/Vendor/Developer, by the 5th day of every calendar month, Rs. 3.00/- (Rupees Three Only) (plus applicable taxes) per sq. ft. per month towards the basic upkeep, maintenance and manpower services during such period of occupation by the Purchaser/s / Allottee/s till the commencement of Promoter/Vendor/Developer managed facility maintenance.
- (i) The Purchaser/s / Allottee/s shall follow, and cause their prospective purchasers to follow, the fit-out guidelines for carrying out the interior works in the Schedule A Apartment as prescribed by the Promoter/Vendor/Developer or the association of purchaser/s/allottee/s, as the case may be from time to time.
39. The Purchaser/s / Allottee/s shall at all times maintain sufficient balance/amounts with the Promoter/Vendor/Developer or the Maintenance Agency or the Association of Owners, in such manner as prescribed by the said person, so as to allow for such balances/amounts to be utilized from time to time towards: (a) the utility / electricity / gas/ water charges payable towards the Schedule A Apartment; and (b) proportionate electricity and water charges for common areas and facilities (including staircases, corridors, open areas, basements, podium areas, club areas/facilities and any other common services) used in common, each of (a) and (b) as per the bills raised by the Promoter/Vendor/Developer or the Maintenance Agency or the Association of Owners, whoever is in-charge of facility maintenance.
40. It is agreed amongst the parties that all terms hereunder in relation to the maintenance of the Project including the common areas as also the terms relating to interior works, corpus fund, usage of the Schedule A Apartment (including common areas, club facilities etc.) shall be governed in terms of this Agreement and such other terms as agreed between the Promoter/Vendor/Developer and Purchaser/s / Allottee/s.
41. Notwithstanding anything contained in this Agreement, it is agreed between the Parties that all references to the words occupancy certificate/completion certificate shall mean and refer to certificates issued by any licensed Engineer. Accordingly, all references to competent authority/ies issuing or granting such certificates shall mean the said licensed Engineer issuing such certificates.
42. Delay Penalty: In the event of any delay on the part of the Promoter/Vendor/Developer in completion of the construction of the Schedule A Apartment within the stipulated period as agreed in terms of Clause 7.1 above, the Promoter/Vendor/Developer shall pay the Purchaser/s / Allottee/s:
- (i) an amount of Rs. 5/- (Rupees Five only) per sq. ft. per month in respect of the said Schedule A Apartment for the initial period of 6 (six) months for the delay.
- (ii) an amount of Rs. 10/- (Rupees Ten Only) per sq. ft. per month in respect of the said Schedule A Apartment after the initial 6 (six) months period as set out above until the actual date of completion in terms of this Agreement.
- The amounts as set out hereinabove shall be payable as per the timelines set out in Clause 7.6 above. Notwithstanding anything to the contrary contained in this Agreement, it is hereby clarified that for any delays in achieving the completion due to (i) any breach(es) of this Agreement by the Purchaser/s / Allottee/s; (ii) any force majeure event, the Promoter/Vendor/Developer shall not be liable to pay compensation to the Purchaser/s / Allottee/s in terms of this Clause or in terms of Clause 7.6.
43. The Promoter/Vendor/Developer herein reserves the right to retain/remove/plant any trees/plants, electrical equipment, road structures/driveways, garbage bins etc., in the Project Land till the completion of the Project.
44. The Purchaser/s / Allottee/s has/have expressly given consent for variations and/or modifications as the Architect or the Promoter/Vendor/Developer herein may consider necessary from time to time during the course of construction and during the period which the Promoter/Vendor/Developer herein undertakes the administration of maintenance of common areas, amenities and facilities, subject to any required permissions from the authorities, and subject to the condition that there will not be any material change in the apartment shown to the Purchaser/s / Allottee/s basing on which the decision of purchase has been made. The Architect and Promoter/Vendor/Developer herein is the final decision makers on these

aspects and the Purchaser/s / Allottee/s shall not interfere or question the design, construction processes etc., implemented by the Promoter/Vendor/Developer herein.

45. In relation to infrastructure facilities like water connection from HMWSSB or any equivalent authority or in relation to the electricity supply from TSSCPDCL or such other relevant authority / company, it is agreed hereunder that while all outgoings shall be paid by the Promoter/Vendor/Developer in terms of Clause 1.8 above:
- (a) In the case of water connection / supply, the actual connection or supply of water from such authority may occur or be commenced after the date of handover of the Schedule A Apartment to the Purchaser/s / Allottee/s; and
 - (b) In the case of the electricity connection, while the Schedule A Apartment and / or the Project may initially have a non-residential power line / connection, the residential power line / connection may be provided after the date of handover of the Schedule A Apartment to the Purchaser/s / Allottee/s;

The Purchaser/s / Allottee/s shall not refuse or reject the handover of the Schedule A Apartment on the grounds set out in sub-clauses (a) and (b) above.

46. The Promoter/Vendor/Developer herein has the right to instruct the Purchaser/s / Allottee/s to remit the installments payable under this Agreement with standing instructions to the bank accounts of the Promoter/Vendor/Developer herein which may be in the nature of Current Accounts / Over Draft Accounts / Loans Accounts / Escrow Accounts, as the case may be, and the Purchaser/s / Allottee/s agrees to confirm such compliance in writing in the manner as may be required to the Promoter/Vendor/Developer herein or their bankers/funders from time to time. In respect of this Clause here and for the purposes of Clause 2 of this Agreement, the Promoter/Vendor/Developer shall be entitled to change the name or nature of account where such payments are to be made by the Purchaser/s / Allottee/s and the Purchaser/s / Allottee/s hereby agree to adhere to any other instructions that may be given by the Promoter/Vendor/Developer in this regard.
47. The timing and the mode of execution of the Sale Deed under the applicable laws in favor of the Purchaser/s / Allottee/s would be on receipt of the Total Price, taxes and other amounts as applicable, from the Purchaser/s / Allottee/s and would be in the manner the Promoter/Vendor/Developer herein advises the Purchaser/s / Allottee/s.
48. The Purchaser/s / Allottee/s shall be entitled to avail loans / borrowings from such banks and financial institutions as are pre-approved by the Promoter/Vendor/Developer in respect of financing their purchase of the Schedule A Apartment in terms of this Agreement. Further, the Purchaser/s / Allottee/s shall only employ / utilize the services of such loan agents / loan marketing agencies / loan intermediaries and / or such sales channels as approved and authorized by the Promoter/Vendor/Developer in respect of the Project.
49. Defects arising from natural wear and tear and any defect resulting on account of negligent acts of the Purchaser/s / Allottee/s or Force Majeure events do not fall under the scope of defect liability under Clause 12 above. In case of disputes as to quantity or quality in the construction of Schedule A Apartment, the decision of the Project Architect or the Promoter/Vendor/Developer, whichever is earlier, is final and binding.
50. Upon the Promoter/Vendor/Developer offering the possession of the Schedule A Apartment, the handover of the Schedule A Apartment shall not be rejected by the Purchaser/s / Allottee/s for any reason whatsoever. Any complaints in relation to the adherence to the Specifications appended in Schedule D may be brought to the Promoter/Vendor/Developer's notice and the Promoter/Vendor/Developer reserves the right to accept or reject any complaints and such decision of the Promoter/Vendor/Developer is final and binding on the Purchaser/s / Allottee/s.
51. The Promoter/Vendor/Developer herein has decided to float a Corpus Fund for the entire Project which is payable by the Purchaser/s / Allottee/s, apartment Owners/their successors of the residential apartments/ flats, as the case may be, including the Purchaser/s / Allottee/s herein at the time of delivery of the possession of the residential apartments/flats and such Corpus Fund is fixed at the rate provided in Table 2 of Clause 1.2 above (which is also provided in Schedule C below), which rate is the proportionate contribution towards Corpus Fund. The Purchaser/s / Allottee/s herein hereby agrees and undertakes to pay the said amount of Corpus Fund to the Promoter/Vendor/Developer herein immediately prior to the execution and registration of conveyance deed / sale deed in his/her/their favour in respect of the Schedule A Apartment. Such fund will be governed and held initially by the Promoter/Vendor/Developer herein as a custodian and the said fixed Corpus Fund (without accounting for any interest etc.) will be transferred, handed over and made over to the association or society formed among the owners of the apartments/flats in the complex simultaneously along with the handing over of the administration, common areas and amenities to the said association or society.

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52. The Promoter/Vendor/Developer or the maintenance agency or the association of purchaser/s/allottee/s/owners, as the case may be, shall keep the said Corpus Fund always in a fixed deposit with any Nationalized Bank / Scheduled Bank and the interest/returns earned on such investments from time to time shall be utilized to meet the special maintenance expenses and capital expenses to be incurred for repairs and replacement of the major items relating to the common areas and amenities such as generators, motors, common lawns, elevators, gates, laying of roads/driveways, street lights, gym equipment, painting of exteriors and common areas of the complex, pipelines, club infrastructure and facilities, tot lot, children play area facilities etc. and if at any point of time, such interest generated/earned on the Corpus Fund is not sufficient to meet such expenditure, such residue/deficit required shall be contributed by all the owners of the apartments/flats in the entire Project in the same proportion in which they contribute the facility maintenance charges.
53. **Facility Maintenance**
- 53.1 Any references in this Agreement to maintenance / common area maintenance shall mean and refer to the facility maintenance and similarly all references to maintenance charges / common area maintenance charges shall mean and refer to the Facility Maintenance Charges set out above.
- 53.2 **Fixed Facility Maintenance:**
- (a) The Purchaser/s / Allottee/s shall pay to the Promoter/Vendor/Developer herein at the time of registration of Sale Deed, such amounts as provided in Table 2 of Clause 1.2 above (which is also provided in Schedule C below) for the Schedule A Apartment (plus applicable taxes) as one-time payment towards "**Fixed Facility Maintenance Charges**" for an initial period of 2 (two) years with effect from the date on which the Promoter/Vendor/Developer herein announces that the administration and maintenance of the Project/Building or phases of construction has become operational. The Purchaser/s' / Allottee/s' payment towards Fixed Facility Maintenance Charges as set out above may be spent at the Promoter/Vendor/Developer's discretion, by the Promoter/Vendor/Developer (or maintenance agency appointed by the Promoter/Vendor/Developer) *inter alia* for:
- (i) Salaries and wages payable to the facility manager and all other property management staff including plumbers, electricians, gardeners, pumps, generator and STP operators, accountants and all other staff appointed;
- (ii) Running of facility maintenance common services that are security and housekeeping services for the Building.
- (iii) AMCs of lifts, header pump sets, generators and fire equipment (specifically limited to fire extinguishers, jockey pump, hydrant pump and diesel generator pump).
- 53.3 **Variable Facility Maintenance:**
- (a) In addition to fixed facility maintenance charges as set out above, the Purchaser/s / Allottee/s shall also regularly pay variable facility maintenance charges in respect of the services set out below.
- (b) The Purchaser/s / Allottee/s of the Schedule A Apartment in the Project from and after the date of issue of the notice from the Promoter/Vendor/Developer to such Purchaser/s / Allottee/s of the Schedule A Apartment to take possession of the Schedule A Apartment, shall regularly pay the variable facility maintenance charges at regular intervals determined by the Promoter/Vendor/Developer or maintenance agency or owner's association, as the case may be (whether prepaid or postpaid) irrespective of the fact whether possession of the Schedule A Apartment has been taken or not if the same has been occupied by the Purchaser/s / Allottee/s or not.
- (c) The Purchaser/s / Allottee/s shall also further pay to the Promoter/Vendor/Developer or maintenance company or owner's association, as the case may be, the following variable facility maintenance related expenses in proportion to the Schedule A Apartment, as and when such variable facility maintenance related expenses are incurred by the Promoter/Vendor/Developer or maintenance agency or owner's association, as the case may be, at the discretion of the party maintaining the facilities:
- (i) Cost of repairs and replacement of fittings (electrical or plumbing or any other) and electric bulbs, lights in all common areas (including staircases, corridors, podium areas basements and open areas);

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- (ii) Cost of repairs and replacement of all pumps, DGs, transformers, motors, ventilation fans, lifts, lawns, gates, roads, pipelines, club equipment etc.
- (iii) Painting of common areas, roads/driveways, club house, external areas and the compound, if undertaken;
- (iv) Underground tank cleaning expenses, whenever done and charges for water tankers, if any used;
- (v) Expenses for sludge removal tankers, if used;
- (vi) Any other deposits / fees / charges / taxes or increments thereof, including but not limited to any consumption deposits etc., as intimated from time to time by the electricity / water or any other utility service providers;
- (vii) Such other expenses which are common to all flats / units and not attributable to any unit in particular but relates to the development or maintenance of the facility in general;
- (viii) The renewals of fire department compliance certification fees, electricity department compliances and any other statutory compliances fees as applicable and associated incidental expenses; and
- (ix) All taxes payable, service charges and all other incidental expenses in general.

54. **Utility Bills**

54.1 Utility bills for the electricity (supplied by TSSPDCL and / or generated through DGs), water and gas relating to:

- (A) the Unit/Flat shall be payable by the Unit/Flat Holders as per the bills raised by the Promoter/Vendor/Developer from time to time. Such bills raised by the Promoter/Vendor/Developer shall also account for and include any charges that may be incurred for surgical losses etc. It is also clarified that the power generated through the DGs and the supply thereof shall be billed to the Unit/Flat Holders in the Project at such rate as determined solely by the Promoter/Vendor/Developer or the Association of Owners, whoever is in-charge of facility maintenance.
- (B) (i) the common areas and facilities i.e. proportionate electricity and water charges for common areas and facilities (including staircases, corridors, open areas, basements and podium areas); (ii) all club areas/facilities; and (iii) any other common services used in common shall also be payable by the Unit/Flat Holders as per the bills raised by the Promoter/Vendor/Developer or the Association of Owners, whoever is in-charge of facility maintenance.

55. After the expiry of the initial period of 2 (two) years from the date of commencement of administration and maintenance of the Project/Building/s, the Promoter/Vendor/Developer herein agrees to transfer the administration of maintenance of the common areas of the Project to the owners association. However, upon expiry of the said initial period of 2 (two) years, the Purchaser/s / Allottee/s herein and all other owners/occupants of the apartments/flats in the Project shall regularly pay proportionate monthly/regular maintenance charges to the association of purchaser/s / allottee/s.

56. It is further agreed that Promoter/Vendor/Developer herein or the association/s / society of unit/flat owners, being the party undertaking the facility maintenance in terms of this Agreement, may undertake the facility maintenance and also the administration, management and maintenance of the club facilities, open areas and green areas either by themselves or through an agency appointed by them.

57. **Club Facilities and other open areas**

- (a) The facilities of the Club Area/Club Facilities/Amenities Area are available for the benefit of the Purchaser/s / Allottee/s and/or owners /occupants of all the Apartments in "ASBL Broadway" and in the event of transfer of ownership of Schedule A Apartment by the Purchaser/s / Allottee/s herein, such transferee will be automatically entitled to the benefits of the Club Area/ Club Facilities/Amenities Area and its facilities and the transferor shall cease to be entitled to use the Club Area/Club Facilities/Amenities Block.
- (b) As long as the facility maintenance is undertaken by the Promoter/Vendor/Developer herein, the Promoter/Vendor/Developer herein (whether by itself or through its nominated agency) shall also undertake the management and administration of the Club House Facilities. Likewise, when the facility maintenance is undertaken by the association/s / society of unit/flat owners, such association/s / society of unit/flat owners shall undertake the management and administration of the Club House Facilities.

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- (c) Notwithstanding anything contained in this Agreement, it is agreed and clarified that the Promoter/Vendor/Developer shall be entitled to complete the Club House or related facilities and amenities including garden / green area / open areas within a period of 1 (one) year beyond such date (including the grace period) indicated in Clause 7.1 above. Any delays in non-completion or non-operation of Club House or related facilities and amenities including garden / green area / open areas for the period set out above shall not be deemed as delay in handing over the possession of the Schedule A Apartment. The Purchaser/s / Allottee/s shall accept and take possession of the Schedule A Apartment even if the Club House or related facilities and amenities including garden / green area / open areas are not complete or are non-operational.

58. **OTHER TERMS AND CONDITIONS RELATED TO USAGE AND FACILITY MAINTENANCE**

- (a) The sale of the Schedule A Apartment to the Purchaser/s / Allottee/s is always subject to the condition that the Purchaser/s / Allottee/s do not have the right to demand partition of the undivided share in the land over which the Project or their common and joint utilities being built and other areas like balconies, stairs, passages, compounds, parking, terraces etc. and that the Purchaser/s / Allottee/s shall be exclusive owners of the areas within the Schedule A Apartment with marketable title with right to use the common areas such as lobby staircase, path ways without claiming exclusive right on any common areas of the Project, and also bear and pay for municipal tax assessed for the Schedule A Apartment.
- (b) In the event of the Purchaser/s / Allottee/s transferring the ownership of the Schedule A Apartment in favour of any third party after taking the possession, the successive unit/flat owner/s shall obtain No Objection Certificate (NOC) from the Promoter/Vendor/Developer initially or the owner's association, as the case maybe, on payment of fee of Rs. 3,000/- (plus applicable taxes) for each time such NOC is requested, failing which all the essential supplies to the Schedule A Apartment will be disconnected till such NOC is obtained. No such request for an NOC shall be entertained by the Promoter/Vendor/Developer initially or the owner's association, as the case maybe, until all dues (including penalties etc.) of whatsoever nature payable by the Purchaser/s / Allottee/s have been paid in full to the Promoter/Vendor/Developer as of the date of the NOC request by the Purchaser/s / Allottee/s.
- (c) The Purchaser/s / Allottee/s in the event of leasing the Schedule A Apartment shall keep informed the Promoter/Vendor/Developer or maintenance agency or the owner's association about the tenancy of the Schedule A Apartment and give all the details of the tenants and occupants. Upon leasing, only the tenant/lessee shall be entitled to make use of the Club House and other facilities in the place of Purchaser/s / Allottee/s as temporary users on payment of user charges as applicable. Notwithstanding the leasing, the primary responsibility to adhere to all the rights and obligations of the Purchaser/s / Allottee/s contained herein and shall be the responsibility of the Purchaser/s / Allottee/s to ensure that the tenant/lessee follows all the rules and regulations that may be prescribed for the occupants of the Project.
- (d) Purchaser/s / Allottee/s shall use all sewers, drains and water lines now in or upon or hereafter to be erected and installed in the Project in common with the other apartment / unit/flat holders and to permit free passage of water, sanitary, electricity and electrical lines, through and along the same or any of them and to share with the other unit/flat holders.
- (e) Purchaser/s / Allottee/s shall not have the right to put up any construction or obstruction in the parking space or enclose the same or use/convert it for any purpose other than as car parking space. This space shall be used only for parking light motor vehicles.
- (f) Purchaser/s / Allottee/s shall not use the Schedule A Apartment / parking space/ garden / terrace or permit the same to be used for any purpose which in the opinion of the Promoter/Vendor/Developer and/or owners' association to cause nuisance or annoyance to occupiers of the other units/flats in the Building, also to the owners or occupiers of the neighboring buildings and/or property. The Purchaser/s / Allottee/s shall not do anything that may adversely affect the aesthetic appearance/ beauty of the Building.
- (g) Purchaser/s / Allottee/s shall use and enjoy all the common areas and amenities such as driveways, parks and open spaces, common electrical lines and lighting, water lines, sewers, drains, pipes, driveways, pavements, club facilities etc., in the Project in common with other owners and other occupants of the Project.
- (h) Purchaser/s / Allottee/s with intention to bring all persons unto whatsoever hands the said premises may come, doth/do hereby covenant with the Promoter/Vendor/Developer as follows:

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- (i) Not to demolish or cause to be demolished the any part of the Schedule A Apartment, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the Building/s and shall keep the portion, sewers, drains pipes in his/her/their Schedule A Apartment and appurtenances thereto in good tenantable condition and in particular, so as to support, shelter and protect the other parts of the Project.
 - (ii) Not to close or use the lobbies, corridors, stairways, passages and parking spaces and other common areas.
 - (iii) Not to erect any permanent or temporary structures in the common areas, corridors, stairs, and lift lobbies of the Project.
 - (iv) Not to fix the rods or extend the railings of the balconies (if any) of the Project for the purpose of drying of cloths, keeping flowerpots etc. or for any other purposes.
 - (v) Not to erect any extra grills on the corridors / balconies of the Project and shall not be allowed to use any part of the corridors/common areas as his/her/their own area except for common usage along with the other owners of the residential unit/flats in the Project.
 - (vi) Not to alter the front, side and rear elevations of the apartment at any time.
 - (vii) Not to throw water, dirt, rubbish etc. in open places and common areas.
 - (viii) Not to install machinery, store/keep explosives, inflammable/ prohibited articles which are hazardous, dangerous or combustible in nature in the Schedule A Apartment.
 - (ix) Not to refuse to pay any user or other charges as demanded for use and enjoyment of common facilities in the Project.
 - (x) Not request or demand for any customization (including any additions, alterations or removals) of the Schedule A Apartment at any point of time. It is expressly made clear that the Promoter/Vendor/Developer is not obliged to accept any such request and is entitled to reject all proposals or requests or demands made for any customization of the Schedule A Apartment keeping in mind the overall planning, design and timelines for the Project.
 - (xi) If the Purchaser/s / Allottee/s violate any of above terms, the Promoter/Vendor/Developer or the association/society of owners as the case may be shall have right to remove such encroachments and breaches without any notice and charge such Purchaser/s / Allottee/s the costs incurred in restoring it to the original state and an additional penal charge as may be determined by the Promoter/Vendor/Developer or the association/society of owners, as the case may be.
- (i) In the event after taking possession of the Schedule A Apartment, the Purchaser/s / Allottee/s are conveying the Schedule A Apartment to third parties, the Purchaser/s / Allottee/s shall ensure the incorporation of all aforementioned clauses relating to the maintenance, upkeep and safety of the Schedule A Apartment and the Project in the agreements or deeds that may be entered into by Purchaser/s / Allottee/s with such third parties.
59. The Promoter/Vendor/Developer herein shall have absolute authority and discretion to provide licenses, contracts and permits to various agencies for undertaking facility maintenance and also for the establishment of various services and facilities etc. within the Project. All the contracts to be entered by the Promoter/Vendor/Developer herein with various agencies for providing the above facilities and common area maintenance, security, and their tenure shall be binding on the association to be formed among the owners of the apartments/flats in the Project to whom the Promoter/Vendor/Developer herein will hand over the facility maintenance and the Club House and its facilities.
60. For the convenience and comfort of all the unit/apartment owners, the Promoter/Vendor/Developer will undertake the exercise of allotment of exclusive car parking slots/units at the Basements/Cellars I to IV to the purchasers in the Project. The Purchaser/s / Allottee/s shall not have any right to object to such allotment and such allotment shall be final and binding on the purchasers of all the units/apartments. The Promoter/Vendor/Developer has the exclusive right of allotment and no requests shall be considered for the change of car parking slots on any grounds.
61. In the event the Purchaser/s / Allottee/s desires to cancel / withdraw his allotment in the Project or to terminate this Agreement, for any reason whatsoever, such cancellation or termination is effective from the date of the Purchaser/s /

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Allottee/s executing such cancellation agreement provided by the Promoter/Vendor/Developer capturing such cancellation / withdrawal / termination. Until the execution by the Purchaser/s / Allottee/s of such cancellation agreement, it shall be deemed that the Agreement shall be in full force between the Purchaser/s / Allottee/s and the Promoter/Vendor/Developer including all payment terms hereunder.

62. It is clarified that in the event the Promoter/Vendor/Developer is cancelling the allotment made in favour of the Purchaser/s / Allottee/s in terms of this Agreement, then such cancellation shall immediately be effective pursuant to the Promoter/Vendor/Developer issuing a cancellation notice to the Purchaser/s / Allottee/s and no further actions in this regard shall be required to be undertaken. Upon such termination of this Agreement by the Promoter/Vendor/Developer, the Purchaser/s / Allottee/s shall not have any claim/s over the Schedule A Apartment and/or on the Promoter/Vendor/Developer herein. The Promoter/Vendor/Developer herein shall be entitled to deal with Schedule A Apartment as it may deems fit for its benefit without any reference to Purchaser/s / Allottee/s.
63. The breakup of Total Price provided in the Clause 1.2 of this agreement is purely for the purpose of understanding and the Total Price mentioned in the said Clause is towards full and final cost of all areas comprised within the Schedule A Apartment as described in Recital G above and shall also include other funds / charges as set out in Table 1 and Table 2 of Clause 1.2 above.
64. The Promoter/Vendor/Developer agrees to permit the Purchaser/s / Allottee/s subject to compliance of safety norms and security precautions, to have access to the works in the Schedule A Apartment (in terms of Clause 1.8(iv) above) while under construction and to inspect the same only on days designated for such visits by the Promoter/Vendor/Developer from time to time (typically, one designated Sunday per month) at pre-scheduled times (typically 10 a.m. to 12:30 a.m.) with prior appointment of the Promoter/Vendor/Developer. Only one entry is allowed per quarter and the said visit is to be completed in 15 (fifteen) minutes in the interest of the time and other reasons. Kids below the age of 14 years are strictly not allowed into the site. The Purchaser/s / Allottee/s shall not have the right to obstruct or interfere or hinder the progress in development and/or construction on any ground at any time. The Purchaser/ Allottee/s understands, agrees and assumes all risks to life and limb upon him/her for carrying out such inspections and the Promoter/Vendor/Developer shall bear no liability thereof.
65. It is expressly agreed that the Promoter / Vendor / Developer shall be entitled to put up a hoarding displaying the name of the Promoter / Vendor / Developer and / or the Project at such suitable place on the Building or in the Project Land (including but not limited to over the terrace, on the façade of the Building or by way of advertising uni-poles placed in the Project Land) and the said hoardings may be illuminated or comprising of neon signs and for this said purpose, the Promoter / Vendor / Developer is fully authorized to allow temporary or permanent construction or erection, installation on the exterior of the said Building or at such other places in the Project Land at its discretion. The Purchaser/ Allottee/s hereby expressly agree and consent to such hoardings being placed by the Promoter / Vendor / Developer and agree not to object or dispute the same for any reason whatsoever.
66. In addition to the corpus fund and the Fixed Facility Maintenance Charges as agreed to be paid by the Purchaser/s / Allottee/s under this Agreement, the Purchaser/s / Allottee/s shall also pay to the Promoter / Vendor/ Developer or its nominees prescribed "move-in charges" for handover orientation which shall be payable prior to the time of handover of the Schedule A Apartment to the Purchaser/s / Allottee/s.
67. Other conditions relating to the Owners Association / Society:
- (a) Once an Association is formed and registered in terms of Clause 19 above, all the purchasers of the flats in the Project from time to time shall automatically become members by payment of nominal admission fee and shall subscribe to its Bye-laws and further it is the irrevocable obligation of each of the purchasers of the flats including the Purchaser/s / Allottee/s to become members of such association. There shall be only one association among all the owners and forming of parallel associations is prohibited.
- (b) Upon the Promoter / Vendor / Developer or the maintenance agency nominated by it handing over the facility maintenance to the owners' association, the Owners Association shall be absolutely entitled to undertake and administer the facility maintenance and such purchasers' association shall be fully empowered to exercise all the powers vested in it in terms of its Bye-laws. The main purpose and object of such association is to take over accounts/finance of the building and the facility maintenance of "ASBL BROADWAY" at such time as set out above and properly manage all the affairs for the welfare and comfort of its members and provide the facilities to the occupants and collect the fixed and variable maintenance charges.

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- (c) Upon the Promoter / Vendor / Developer or the maintenance agency nominated by it handing over the facility maintenance to the owners' association, the Owners Association shall also be responsible for all common areas, amenities, roads/driveways, and also amenities / facilities which are common to all the members and the expenses therefor shall be incurred from and out of the funds contributed by all the Apartment Owners in the Complex on regular basis.
- (d) It is understood by the Purchaser/s / Allottee/s hereunder that the Promoter / Vendor / Developer or the maintenance agency nominated by it shall be in control of the facility maintenance and administration of all common areas in the Project in terms of Clause 53 above and accordingly, the responsibilities of the society / association and the actual enforcement of the bye-laws that may be put in place for the association/society during such period of maintenance by the Promoter / Vendor / Developer (or the maintenance agency nominated by it) shall be minimal in nature. Further, in view of the same: (i) the initial bye-laws during such period of maintenance by the Promoter / Vendor / Developer (or the maintenance agency nominated by it) shall be put in place by the Promoter / Vendor / Developer; and (ii) the Association / Society to be formed by the Promoter / Vendor / Developer shall be of an ad-hoc nature until the end of the facility maintenance period by the Promoter / Vendor / Developer and further such Association / Society may not maintain a full strength office and / or any records related to the regular functioning of such Association / Society. The Purchaser/s / Allottee/s hereby acknowledge and agree unequivocally that they shall not at any point of time demand the furnishing of such records or other information relating to the Association / Society for the said such period during which facility maintenance and administration of all common areas in the Project is managed by the Promoter / Vendor / Developer or the maintenance agency nominated by it.

It is however clarified that after the expiry of the period of maintenance by the Promoter / Vendor / Developer (or the maintenance agency nominated by it), the association / society may adopt the same bye-laws (with or without any amendments as suitable to the said association / society) or any fresh bye-laws as such association / society deems fit.

- (e) At the time of transition / handing over of the facility maintenance and administration of all common areas in the Project by the Promoter / Vendor / Developer (or the maintenance agency nominated by it) to the Association / Society, the Promoter / Vendor / Developer or any agency appointed by it shall call for the elections for electing the general body / committee of the Owner's Association / Society and the Purchaser/s / Allottee/s hereunder shall co-operate with the Promoter / Vendor / Developer or any agency appointed by it during such election and the subsequent transition of the facility maintenance and administration of all common areas in the Project by the Promoter / Vendor / Developer to the elected Association / Society. Any costs in relation to the conducting of elections and related to the transition / handing over of the facility maintenance and administration of all common areas in the Project by the Promoter / Vendor / Developer (or the maintenance agency nominated by it) to the Association / Society shall be borne solely out of the funds of the Association / Society (or in the alternative by all the owners in the Project).
68. The Purchaser/s / Allottee/s hereby acknowledge and agree that the Purchaser/s / Allottee/s has/have been informed of and has/have been provided a copy of the Terms and Conditions for Maintenance that may have been put in place by the Promoter / Vendor / Developer or the maintenance agency or the Owner's Association, as regards the facility maintenance and common area maintenance of the Project. Further, since the Promoter / Vendor / Developer or the maintenance agency is in charge of the Facility Maintenance and other utilities along with common areas in the Project until such time as set out in this Agreement, the Purchaser/s / Allottee/s has/have agreed and executed a copy of the Terms and Conditions for Maintenance that will apply to the Project and to the Schedule A Apartment. It is further agreed by the Purchaser/s / Allottee/s that such Terms and Conditions for Maintenance may be varied from time to time by the Promoter / Vendor / Developer or the maintenance agency or the Owner's Association, as the case may be, and such varied terms and conditions shall be deemed to be applicable to all owners / occupants of the Project, subject to such variations not causing any obligations on the Purchaser/s / Allottee/s to pay any additional amounts or expend any further costs. After the above said period i.e., upon the facility maintenance being transferred to the Owner's Association or its nominees, the Purchaser/s / Allottee/s shall strictly follow the rules and regulations and other bye-laws if any that might be put in place by the said Owner's Association or its nominees.
69. All charges, expenses, stamp duty and legal and documentation expenses / incidental expenses etc., towards execution of this Agreement and the execution and registration of the sale deed, as may be applicable shall be borne by the Purchaser/s / Allottee/s only. The format of the document and procedure to be followed (including the designated days for registration) for the execution and registration of the sale deed executed between the Parties shall be in such form as informed by the Promoter/Vendor/Developer in order to bring a consistency and uniformity in all the sale deeds to be executed for the Project.

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SCHEDULE OF PROJECT LAND

All that piece and parcel of immovable property being land measuring 20,333 sq. mt. comprised within Survey No. 313 (Part) in Puppalguda Village, Gandipet Mandal (earlier Rajendranagar Mandal), Ranga Reddy District, Telangana and bounded as follows:

On the North by :	30M Wide Road
On the East by :	Vendors' Land in Sy. No. 313 (Part)
On the West by :	Land in Sy. Nos. 312 (Part) and 313 (Part) of the Vendee (ASBL Loft)
On the South by :	Neighbour's Land.

SCHEDULE 'A' APARTMENT

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

All that the **Residential Apartment No. [Ref 47]** on **[Ref 48] Floor in Tower - [•]** admeasuring **[Ref 49] Sq. Ft.** of saleable area (which comprises of **[Ref 50] Sq. Ft.** of carpet area, external walls & shaft area of **[Ref 51] Sq. ft.** exclusive Balcony area admeasuring **[Ref 52] sq. ft.** and proportionate common area admeasuring **[Ref 53] Sq. Ft.**), along with proportionate undivided share of **[Ref 54] sq. yd.** from out of the Project Land and allotment of **[Ref 55]** in **[Ref 56]** car parking/s in the multi-storied residential apartment complex known as "ASBL Broadway" being constructed on the Project Land and the apartment is bounded by:

North	:	[•]
South	:	[•]
East	:	[•]
West	:	[•]

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SCHEDULE "B"

(FLOOR PLAN OF THE APARTMENT NO. [Ref 59] on [Ref 60] FLOOR IN TOWER [•])

Floor Plan to be attached [Ref 107]

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SCHEDULE "C"
(PAYMENT PLAN)

1. The Total Sale Consideration for sale of Schedule A Apartment is **Rs. [Ref 61]/-** i.e. the aggregate of the sale consideration payable towards the Schedule A Apartment being **Rs. [Ref 62]/-**, which shall be paid along with applicable GST amounting to **Rs. [Ref 63]** (calculated @ 5% on the aforesaid amount).
2. The Purchaser/s / Allottee/s has already paid to the Promoter/Vendor/Developer herein **Rs. [Ref 64]/- (with Rs. [Ref 65]/- being the advance/earnest amount/booking amount and Rs. [Ref 66]/- applicable towards GST thereon)** ("Booking Amount") and the Promoter/Vendor/Developer herein admits and acknowledges the receipt of the same.
3. In addition to the amounts set out in paragraph 2 above, the Purchaser/s / Allottee/s has also paid to the Promoter/Vendor/Developer herein **Rs. [●] (with Rs. [●] being the payments towards the other Milestones set out below and Rs. [●] applicable towards GST thereon)** and the Promoter/Vendor/Developer herein admits and acknowledges the receipt of the same. **[PLEASE USE ONLY IN CASE WHERE MONEY IS BEING PAID BY THE PURCHASER OVER AND ABOVE THE BOOKING ADVANCE.]**
4. The said Total Sale Consideration of **Rs. [Ref 67]** shall be payable by way of the following installments:

Milestone No.	Particulars	Consideration (in Rs.) (% of Total Price) – I	GST@5% (in Rs.) – II	Total Amount (in Rs.) (I+II)
1	Booking Advance	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
2	Upon Intimation of Completion of Excavation of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
3	Upon Intimation of Casting of Footing of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
4	Upon Intimation of Completion of Basement 4 th Slab of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
5	Upon Intimation of Casting 10 th Floor Slab of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
6	Upon Intimation of Casting 20 th Floor Slab of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
7	Upon Intimation of Casting 30 th Floor Slab of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
8	Upon Intimation of Casting 40 th Floor Slab of Respective Tower	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
9	Upon Intimation of Casting Terrace Floor Slab of Respective Tower	Rs. [●] (v%)	Rs. [●]	Rs. [●]
10	Upon Intimation of Completion of Flooring of Respective Unit	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
11	Upon Intimation of Unit Completion	Rs. [●] ([●]%)	Rs. [●]	Rs. [●]
TOTAL		Rs. [●] (100%)	Rs. [●]	Rs. [●]

5. Apart from the above Total Sale Consideration, the Purchaser/s / Allottee/s shall also be liable to pay the following amounts on the following heads immediately prior to the time of execution and registration of sale deed:

Other Charges	Amount (in Rs.)
Corpus Fund @ Rs. 80/- per sq. ft.	Rs. [Ref 101]
Fixed Facility Maintenance Charges @ Rs. 120/- per sq. ft. (For 2 Years, including GST @ 18%*)	Rs. [Ref 102]
Move-In Charges (Rs. 25,000/- + GST@ 18%*)	Rs. 29,500/-
TOTAL	Rs. [Ref 103]

*GST rates subject to change

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6. The payment should be made by way of Account payee cheque/Demand Draft or online payment favoring such account number as specified under the demand letters that shall be issued by the Promoter/Vendor/Developer from time to time, each of which shall be payable at Hyderabad. Please see Clause 2 of this Agreement in this regard. In case of cheque returns / non-clearance of cheques (hereinafter "**Cheque Return Charges**"), an amount of Rs. 2,000/- per each return will be charged as cheque return charges. Interest will accrue from the due date and company reserves right to initiate legal recovery measures.
7. In the case of any delay in payment by the Purchaser/s / Allottee/s in respect of the milestones set out above, a penal amount of Rs. 500/- per day for each day of delay in relation to payments with respect to the milestone(s). These charges would be applicable as an administrative charge ("**Delay Administrative Charges**") for the defaults / delays of the Purchaser/s / Allottee/s.
8. **Registration charges:**
- Any stamp duty as applicable on this Agreement shall be payable by the Purchaser/s / Allottee/s. All stamp duty, registration fee, transfer duty, mutation / municipal charges as applicable etc., applicable on the ultimate sale deed and on the transactions contemplated hereunder as per applicable laws in force, shall be payable by the Purchaser/s / Allottee/s.
9. **Applicable Taxes:**
- A) GST @5 % (subject to change as per the rules/laws from time to time and payable along with each installment as mentioned in payment schedule) on Total Sale Consideration.
- B) GST @ 18 % (subject to change as per the rules/laws from time to time) on Maintenance Charges.
- C) GST @ 18 % (subject to change as per the rules/laws from time to time) on any Delay Administrative Charges or Cheque Return Charges or any other penalties set out in this Agreement.
- D) The total price / sale consideration is inclusive of GST benefit, no further input tax credit will be provided.

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SCHEDULE 'D'
(SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE APARTMENT))

SUPER STRUCTURE	RCC Shear Wall structure to withstand wind and seismic loads (Zone-2).
WALLS	
EXTERNAL	200 mm or 250 mm thick RCC walls.
INTERNAL	160 mm or 200 mm or 250 mm thick RCC walls.
FLOOR TO FLOOR HEIGHT	3300 mm slab top to slab top level.
WALL FINISHES	
EXTERNAL WALLS	Texture finish and two coats of exterior cement/acrylic emulsion paint from Asian Paints or equivalent.
INTERNAL WALLS	Paint Flat walls: Smooth putty finish with two coats of cement/acrylic emulsion paint from Asian Paints or equivalent. Ceiling Flat ceiling: Smooth putty finish with acrylic emulsion paint. Bathroom Ceiling: Grid false ceiling to cover all service lines. Utility room ceiling: Grid false ceiling to cover all service lines. Balcony ceiling: Smooth putty finish with acrylic emulsion paint.
DOORS	
MAIN DOOR	Frame: 2400 mm x 1200 mm Hardwood frame finished with melamine spray polish. Shutters: Hardwood shutters finished with melamine spray polish and designer hardware.
INTERNAL DOORS	Frame: Hardwood frame finished with melamine spray polish. Shutter: Hardwood flush shutters with laminated finish and designer hardware.
TOILET DOORS	Frame: Granite frame. Shutters: Two sides laminated flush shutters with designer hardware.
SLIDING DOORS	Main Balcony: Shutters - UPVC Glazed sliding door, with mosquito mesh provision. M. Bedroom Balcony: Shutters - UPVC Glazed sliding door, with mosquito mesh provision. Study room: Shutters - UPVC Glazed sliding door, with mosquito mesh provision.
WINDOWS	
WINDOWS	Bedroom Windows Frame: UPVC window of reputed profile sections. Shutter: Toughened/ HS Glass with Suitable Finishes as per Design with provision for Mosquito mesh for all sliding windows. Curtain walls: Aluminum frame profile sections of reputed brand with Toughened / HS glass with provision for mosquito mesh, fixed/sliding with glass railing as per design. Kitchen Windows Frame: UPVC window of reputed profile sections. Shutter: Toughened/ HS Glass with Suitable Finishes as per Design with provision for Mosquito mesh for all sliding windows. Ventilation Windows Frame: UPVC window of reputed profile sections.

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	Shutters: Toughened Frosted glass with provision for Exhaust fan.
FLOORING	
LIVING, DINING, BEDROOMS AND KITCHEN	Common Spaces - Living, Dining, Drawing – 800mm x 800 mm vitrified tiles of reputed brand with spacer joints. Inside Spaces - MBR, GBR, KBR, Study, Kitchen – 800mm x 800 mm vitrified tiles of reputed brand with spacer joints.
BALCONIES & UTILITY	Balcony Flooring: 200 mm x 1200 mm Anti - skid vitrified tiles of reputed brand with spacer joints. Utility: 600 mm x 600 mm Anti - skid vitrified tiles of reputed brand with spacer joints.
BATHROOMS	Bathroom MBR: 600 mm x 1200 mm Anti - skid vitrified tiles of reputed brand with spacer joints. Bathroom Others: 600 mm x 600 mm Anti - skid vitrified tiles of reputed brand with spacer joints.
WALL TILING	
BATHROOMS	Cladding Master bathroom wall: 600 mm x 600 mm GVT/ Porcelain tiles cladding up to false ceiling height. Other bathroom walls: 600 mm x 600mm GVT/ Porcelain tiles cladding up to false ceiling height.
UTILITY	Porcelain/Ceramic tiles 600 mm x 600mm cladding up to 3 feet in height.
PLUMBING	
KITCHEN AND UTILITY	Washing Machine: One Inlet Point for Washing Machine. Dishwasher: One Inlet for Dishwasher. Water Purifier: - One Inlet Point for Water Purifier. Sink: One Inlet Point for Sink.
BATHROOMS	Chrome plated fittings: Diverter for hot and cold water from Grohe/Kohler or equivalent. Washbasin: Mixer for hot & Cold water from Grohe/Kohler or equivalent with Counter-top. Bathroom Faucets: Health Faucet for EWC from Grohe/Kohler/Sloan or equivalent. Sanitary: - Wall mounted EWC from Duravit or Equivalent - Washbasin from Duravit or Equivalent
ELECTRICAL	Make: Wiring: Concealed PVC insulated copper wiring of reputed make Location-wise power outlets: Electrical Location-Wise Power Outlets: Bedrooms & Living Area: power outlets to be provided for light, fan, Air-conditioners, TV, and charging points Bathrooms: Power outlet points to be provided for light, geyser and vanity

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	Main Balcony: Power outlets to be provided for light, fan, and charging point Kitchen: Power outlets to be provided for: Light. Chimney/Hob. Refrigerator. Microwave/Oven. Mixer/Grinder. Water Purifier. Utility Room: Power outlets to be provided for light, washing machine, Dishwasher and dryer.
TV/INTERNET	Optic fiber cable to be provided for internet in the Living Area. Television (TV) or DTH points to be provided in Living, Drawing, MBR, & GBR.
POWER BACK UP	100% power backup DG set with enclosure.
PARKING	Markings: Designated markings for each flat and visitor parking Signages at relevant points. EV Charging point: Dedicated clusters of EV parking's shall be given.
FIRE & SAFETY	Fire equipment as per NBC regulations: Fire Alarms Fire Hydrants Fire Sprinkler System Fire Curtains will be provided as per the fire norms.
GAS	Piped LPG gas connection will be supplied from centralized gas bank to all flats
BILLING	Internal: Water, Gas, and Electricity Meters will be provided for each flat. External: Application based system will be provided for monitoring the domestic energy consumption and billing purposes
Hand Railing	Aesthetically designed laminated glass railing systems with high-quality handrails, cap rails and railing base.
Mechanical Ventilation	Mechanical ventilation system will be provided in the basements as per the NBC Norms.
VRF	Space/provision allocated for a dedicated VRF unit for the flat. Please note that only the space/provision shall be provided by the Promoter/Developer and the VRF unit will need to be established/installed by the Purchaser/Allottee only at his/her cost.

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SCHEDULE 'E'
(SPECIFICATIONS, AMENITIES & FACILITIES (WHICH ARE PART OF THE PROJECT))

CORRIDORS FLOORING	Vitrified GVT/Terrazzo Designer Tiling.
STAIRCASE	Natural Stone/Granite
LIFTS	High-speed lifts from Kone or equivalent make Passenger Lifts: 5 per tower Service Lifts: 1 per tower
WTP & STP	Water treatment plant (WTP) for softening and treating of water. Sewage treatment plant (STP) of adequate capacity as per regulatory norms. Treated sewage will be used for flushing and landscaping purposes. Water Harvesting: Rainwater harvesting pits provided for recharging groundwater level.
SECURITY	CCTV Cameras at designated locations and dedicated Surveillance Room to be provided.
External Finishing	Texture finish and two coats of exterior cement/acrylic emulsion paint from Asian Paints or equivalent.
Common Area Lighting:	Power for common area lighting will be provided from Solar, transformer, and DG.
Tower Entrance Lobby	Double heightened entrance lobby.
Solar Power	Solar system will be provided on terrace with rating as per the norms.

List of Amenities:

<u>Amenities in landscape:</u>	<u>Amenities in Urban Corridor:</u>	<u>Amenities in Club House:</u>
• Social gathering plaza • Pickle ball court • Outdoor fitness station • Pets relieving area • Outdoor activity area • Seating gallery • Kids play area • Basketball court • Cricket Net • Spectator seating • Activity lawn • Resting trellis shade • Cube seating gallery • Lounge deck • Multipurpose lawn • Open lawn • Walking track • Cascading water feature • Senior Gathering space • Garden lounge swings	• Party lounge • Tuition room • Living room • Co-working space • Provision for security lockers • Supermarket • Guest rooms • Creche • Spa & saloon • Indoor gym • Physiotherapy room • Clinic • Indoor kids play area • Birthday party area	• Banquet hall • Swimming pool • Badminton court • Food & Beverage area • Multi sports court • Indoor Games room.

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