

ANNEXURE
(See rule 38)
AGREEMENT FOR SALE

This Agreement for Sale executed on this day of 2025.

SRI. MERUGU GOPAL, S/o. Late MERUGU MALKAIAH, D.O.B.13-06-1978, aged about 47 years, Occupation: Business, Resident of H.No.3-11-482/1, Flat No.403 & 503, Plot No.26 and 27, Satya Sai Heights, Shiva Ganga Colony, L. B Nagar, Ranga Reddy District, Telangana-500 074, Pan No. AFTPM4705L, Aadhaar No.6074 4967 6509.

HEREINAFTER called the **VENDOR**, which term shall mean and include all his/her heirs, executors, administrators, legal representatives, nominees and assignees etc., of the **ONE PART**.

hereinafter referred to as the "PROMOTER/DEVELOPER/VENDOR" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

IN FAVOUR OF

1. **Mr.** _____, **S/O.** _____, aged about _____ years, Occupation: _____, Aadhar No. _____, and PAN No. _____.

Residents

of

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

DEFINITIONS:



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

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

WHEREAS:

The First part have entered into a Development Agreement-cum-G.P.A. on 21st day of September 2021 and same was registered as Doct.No.7032/2021 Regt at S.R.O., Abdullapurmet, Rangareddy District, Land owners and DEVELOPERS Shares i.e. its 50% shares in respect of the land admeasuring Ac. 2-21 Gts., as per physical possession of the Open land admeasuring 12221 Sq.yrds., or 10217.97 Sq.Mtrs., In Survey No's 2/AA/1, 3/EE/1, 4/AA/1, 3/EE/2, 4/AA/2, 2/AA/3, 3/EE/3 and 4/AA/3, Situated at SAGARPUMP Village, Abdullapurmet Mandal, Rangareddy District, Under Inamguda Grampanchayath (Herein after Called said Property)

Whereas the Owners above said land converted to Agriculture to Non-Agriculture Vide Procs.No.L/90/2017, Dated 27-11-2018, Issued by Proceedings of the Revenue Divisional Officer, Ibrahimpatnam Division, Rangareddy District.

Whereas the parties are executed Development Agreement-Cum GPA for the land has been Developed in residential plots and as per HMDA forms, thus the both parties mutually agreed to the ratio as 50% to Owners share and 50% Developers share in respect of the land mentioned in the schedule.

And Whereas, the Developer M.Gopal Yadav entered Supplementary Agreement Dated:31/01/2023 and same was registered as Doct.No.1000/2023 Regt at S.R.O., Abdullapurmet, Rangareddy District, DEVELOPER Share i.e. its 37.5% is developing the aforesaid the land ameasuring 2644 Sq.Yrds., or 2210.64 Sq.Mtrs., In Survey No's. 2/AA/1, 3/EE/1, 4/AA/1, 2/AA/2, 3/EE/2, 4/AA/2, Abdullapurmet Mandal, Rangareddy



District, Underinamguda Grampanchayath.

Whereas the Owners and Developers herein divided the land admeasuring Ac. 2-18¼ Guntas or 11,888.25 Sq.yds., or 9940.07 Sq.Mtrs., into various house plots, and prepared the layout leaving roads and other amenities as per layout are sanctioned by the HMDA layout plan in Vide L.P.No.000234/Lo/PLG/HMDA/2022, Dated: 21-11-2022.

- A. The Said Land is earmarked for the purpose of residential plots project shall be known as
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said Land on which Project is to be constructed have been completed;
- C. The HMDA has granted the commencement certificate to develop the project vide approval dated 15/05/2023 permission bearing registration No. **No. 051635/GHT/LT/U6/HMDA/11012022**
- D. The Promoter has obtained the final layout plan, sanctioned plan specifications and approvals for the Project and also for the Lay out the case may be from HMDA. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- E. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____ under registration No. _____.
- F. The Allottee/Purchaser/Vendee had applied for an Open Plot in the Project
and Plot bearing No. _____, admeasuring _____ Sq. Yards or _____ Sq. Meters., in Survey No.17/P, out of the said HMDA Layout
"SAGARPUMP" Situated at PIGLIPUR VILLAGE, Abdullapurmet
Mandal, under Piglipur Grampanchayath, Ranga Reddy Dist. (Hereinafter called the Schedule property), (More fully described in the schedule hereto), for a total sale consideration of Rs. _____/- (Rupees
_____ Only) to the purchaser and the Purchaser has agreed and accepted to purchase the said Plots for the said price, free from all encumbrances.
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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



- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the PROMOTER/DEVELOPER/VENDOR* hereby agrees to sell and the Allottee/Purchaser/Vendee hereby agrees to purchase the Apartment and the covered parking (if applicable) as specified in ParaG.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the PROMOTER/DEVELOPER/VENDOR* agrees to sell to the Allottee/Purchaser/Vendee and the Allottee/Purchaser/Vendee hereby agrees to purchase, the Plot as specified in ParaG.

The Total Price for the Plot based on the saleable area as per Table below:

RULE 3 MAIN STATEMENT

Village	Plot No	Survey No	Extent	Value per sq yard	Total Market Value
Sagarpump(V) Abdullapurmet (M) Rangareddy (Dist)	-----	2/Part(1-02 1/2), 3/Part(1-08), 4/Part (0-11 1/4)	-----	Rs.____/-	Rs.____/-

EXPLANATION:

- (i) The Total Price above includes the booking amount paid by the

Allottee/Purchaser/Vendee to the
PROMOTER/DEVELOPER/VENDOR towards the Open Plot.

1. The Promoter/Developer/Vendor agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee/Purchaser/Vendees, which it has collected from the Allottee/Purchaser/Vendees, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter/Developer/Vendor fails to pay all or any of the outgoings collected by it from the Allottee/Purchaser/Vendees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee/Purchaser/Vendees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee/Purchaser/Vendee has paid a sum of **Rs. _____**
-(Rupees _____ only) as booking amount & Margin amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer/Vendor hereby acknowledges (as detailed below) and the Allottee/Purchaser/Vendee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter/Developer/Vendor within the time and in the manner specified therein:

Date	Amount in INR	Remittance details
-	Rs. -	-
-	Rs. -	-

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the

Promoter/Developer/Vendor abiding by the Development milestones, the Allottee/Purchaser/Vendee shall make all payments, on written demand by the Promoter/Developer/Vendor, within the stipulated time as mentioned in the Payment through A/c Payee cheque/demand draft/bankers cheque or online payment in favour SHREE SHUBHAM COLLECTION ACCOUNT

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee/Purchaser/Vendee, 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/Developer/Vendor with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser/Vendee 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 Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee/Purchaser/Vendee shall keep the Promoter/Developer/Vendor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser/Vendee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser/Vendee to intimate the same in writing to the Promoter/Developer/Vendor immediately and comply with necessary formalities if any under the applicable laws. The Promoter/Developer/Vendor shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser/Vendee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter/Developer/Vendor shall be issuing the payment receipts in favour of the Allottee/Purchaser/Vendee only

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:



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

5. TIME IS ESSENCE:

The Promoter/Developer/Vendor shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee/Purchaser/Vendee and the common areas to the association of Allottee/Purchaser/Vendees or the competent authority, as the case maybe

6. CONSTRUCTION OF THE PROJECT/ PLOT :

The Allottee/Purchaser/Vendee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter/Developer/Vendor. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the HMDA and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT:

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



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

7.2 Procedure for taking possession - The Promoter/Developer/Vendor upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee/Purchaser/Vendee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the Allottee/Purchaser/Vendee fails to take delivery within the time specified in the notice, he shall be liable for payment of all ongoings including maintenance charges from the date of notice. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee/Purchaser/Vendee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer/Vendor agrees and undertakes to indemnify the Allottee / Purchaser/ Vendee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee/Purchaser/Vendee or any authority or third party on whom the Promoter/Developer/Vendor has no control. The Allottee/Purchaser/Vendee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee/Purchaser/Vendees. The promoter shall hand over the occupancy certificate of the project, as the case may be, to the Allottee/Purchaser/Vendee at the time of conveyance of the same.

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

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

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

7.6 Compensation- The Promoter/Developer/Vendor shall compensate the Allottee/Purchaser/Vendee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee/Purchaser/Vendees, in case the Allottee/Purchaser/Vendee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee/Purchaser/Vendee does not intend to withdraw from the Project, the Promoter shall pay the Allottee/Purchaser/Vendee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee/Purchaser/Vendee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

1. The Promoter/Developer/Vendor hereby represents and warrants to the Allottee/Purchaser/Vendee as follows:

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

completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee/Purchaser/Vendee and the association of Allottee/Purchaser/Vendees or the competent authority, as the case maybe;

- (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/Developer/Vendor in respect of the said Landand/or the Project except those disclosed in the titlereport.
3. The Allottee/Purchaser/Vendee/s or himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter/Developer/Vendor as follows:-
- i. To maintain the Plot at the Allottee/Purchaser/Vendee's own cost in good and tenantable repair and condition from the date that of possession of the Plot is taken and shall not do or suffer to be done anything in or to the building in which the Plot is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Layout in which the Plot is situated and the plot itself or any part thereof without the consent of the local authorities, ifrequired.
 - ii. The Allottee/Purchaser/Vendee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/Purchaser/Vendee shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of thisAgreement.

9 EVENTS OF DEFAULTS ANDCONSEQUENCES:

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

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

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

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

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

- (i) In case the Allottee/Purchaser/Vendee fails to make payments for consecutive demands made by the Promoter/Developer/Vendor as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser/Vendee shall be liable to pay interest to the Promoter/Developer/Vendor on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee/Purchaser/Vendee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter/Developer/Vendor in this regard, the Promoter/Developer/Vendor may cancel the allotment of the Apartment in favour of the Allottee/Purchaser/Vendee and refund the money paid to him by the Allottee/Purchaser/Vendee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter/Developer/Vendor shall intimate the Allottee/Purchaser/Vendee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter/Developer/Vendor within a period of ninety days after termination or the date on which the Promoter/Developer/Vendor is able to resell the Apartment to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID PLOT:

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

12. DEFECT LIABILITY:

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer/Vendor as per the



agreement for sale relating to such development is brought to the notice of the Promoter/Developer/Vendor within a period of 2 (Two) years by the Allottee/Purchaser/Vendee from the date of handing over possession, it shall be the duty of the Promoter/Developer/Vendor to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter/Developer/Vendor's failure to rectify such defects within such time, the aggrieved Allottee/Purchaser/Vendees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

2. The Allottee/Purchaser/Vendees shall maintain the Plots in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Allottee/Purchaser/Vendees or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the developers shall be subject to proper maintenance and upkeep of the Plots/services and amenities by the Allottee/Purchaser/Vendee or the association of the Allottee/Purchaser/Vendees as the case maybe,

13. RIGHT TO ENTER THE PLOTS FOR REPAIRS:

The Promoter/Developer/Vendor/maintenance agency/association of Allottee/Purchaser/Vendees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee/Purchaser/Vendee agrees to permit the association of Allottee/Purchaser/Vendees and/or maintenance agency to enter into the Plot 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 SHREE SHUBHAM shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee/Purchaser/Vendee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee/Purchaser/Vendees formed by the Allottee/Purchaser/Vendees for rendering maintenance services.

15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:



Subject to Para 12 above, the Allottee/Purchaser/Vendee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Lay out, or the Plots, or the which may be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee/Purchaser/Vendee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer/Vendor and thereafter the association of Allottee/Purchaser/Vendees and/or maintenance agency appointed by association of Allottee/Purchaser/Vendees. The Allottee/Purchaser/Vendee 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 an Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17 ADDITIONAL CONSTRUCTIONS:

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

18 MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Allottee/Purchaser/Vendee hereby authorizes and permits the Promoter/Developer/Vendor to raise finance/loan from any institution/ company/bank by any mode or manner by way of charge/mortgage/securitization of the Apartment/Project/Building or the land underneath or the receivables, subject to the condition that the Plot shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee/Purchaser/Vendee(s). The Allottee/Purchaser/Vendee shall be informed about the same at the time of agreement.

19 FORMATION OF ASSOCIATION OF ALLOTTEE/PURCHASER/VENDEES AND CONSENT OF



ALLOTTEE/PURCHASER/VENDEES:

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

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

20 BINDING EFFECT:

On request of the Allottee, the Promoter is binding giving Non Registered Agreement of sale.

21 ENTIRE AGREEMENT:

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

22 RIGHT TO AMEND:

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

23 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / PURCHASER/ VENDEE / SUBSEQUENT ALLOTTEE / PURCHASER/ VENDEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter/Developer/Vendor may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser/Vendee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser/Vendee that exercise of discretion by the Promoter/Developer/Vendor in the case of one Allottee/Purchaser/Vendee shall not be construed to be a precedent and/or binding on the Promoter/Developer/Vendor to exercise such discretion in the case of other Allottee/Purchaser/Vendees.

25 SEVERABILITY:

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

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

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

27 FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to

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

28 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter/Developer/Vendor through its authorized signatory at the Promoter/Developer/Vendor's Office, or at some other place, which may be mutually agreed between the Promoter/Developer/Vendor and the Allottee/Purchaser/Vendee.

29 NOTICES:

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

ALLOTTEE ADDRESS:

Mr. _____

PROMOTOR ADDRESS:

SRI MERUGU GOPAL YADAV S/O. SRI. LATE MALKAIAH, aged about 46 Years, Occupation: Business, R/o. H.No: 3-11-482/1, Flat No.403 & 503, Plot No.26 and 27, Satya Sai Heights, Shiva Ganga Colony, L.B Nagar, Ranga Reddy District, Telangana-500 074

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

30. JOINT ALLOTTEE / PURCHASER/ VENDEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee/Purchaser/Vendee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee/Purchaser/Vendee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

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

34. ASSIGNMENT:

The Purchaser/Allottee/Vendee shall not assign/transfer his/her/their interest under this Agreement without the prior written consent of the Vendor/Developer/Promoter herein. It is explicitly made clear that the Vendor/Developer/Promoter herein is not obligated to give its consent for any assignment/transfer by the Purchaser/Allottee/Vendee as this contract is exclusive in nature. The Vendor/Promoter/Developer herein is not obligated to give its consent for any assignment/transfer till their primary sale of all Apartments is fully completed.

It is also agreed that, in the event the Vendor/Developer/Promoter herein gives its consent for assignment/transfer of Purchaser's/Allottee/Vendee's interest in this Agreement, the Assignee/s shall comply with all the terms and conditions which the Purchaser/Allottee/Vendee is/are required to comply and pay the total sale consideration under this agreement and further the Vendor/Developer/Promoter herein shall be entitled to charge Rs.250/- (Rupees Two Hundred and Fifty Only) per Sq. Feet of the Schedule 'A' Apartment as their administrative charges and transfer fee for giving such consent.

37. ALTERATION & MODIFICATION:

VENDEE is at liberty to seek only brick work related modifications



within the said Flat and the cost of any such modification shall be borne by the VENDEE alone. However, such modification can be made subject to the approval of the VENDOR. No requests shall be accepted after start of Brick work.

FLOW OF TITLE:

WHEREAS, the above named Land Owner herein is the sole and absolute lawful Owner and peaceful possessor of the following Plots:

SRI. MERUGU GOPAL, S/o. Late MERUGU MALKAIAH, D.O.B.13-06-1978, aged about 44 years, Occupation: Business, Resident of H.No.3-11-482/1, Flat No.403 & 503, Plot No.26 and 27, Satya Sai Heights, Shiva Ganga Colony, L.B Nagar, Ranga Reddy District, Telangana-500 074, Pan No.AFTPM4705L, Aadhaar No.6074 4967 6509.

SCHEDULE-A

Details of Schedule A Property

All that property of total land admeasuring 2644 Sq.Yards in Mr Merugu Gopal in H.No.3-11-482/1, Flat No.403 & 503, Plot No.26 and 27, Satya Sai Heights, Shiva Ganga Colony, L.B Nagar, Ranga Reddy District, Telangana-500 074 bounded by:-

NORTH	:	Vagu
SOUTH	:	40' Wide Road;
EAST	:	land belongs to Anthati Darshan Goud;
WEST	:	Land belongs to Alli Venkatamma;

SCHEDULE-B

Details of Schedule B Property

Residential Open Plot No.____ admeasuring ____ Sq. Yards or ____ Sq. Meters., in Survey No.17/P, out of the said HMDA Layout "SHREE SHUBHAM ENCLAVE" Situated at PIGLIPUR VILLAGE, Abdullapurmet Mandal, under Piglipur Grampanchayath, Ranga Reddy Dist. Registration Sub-District, Abdullapurmet, and bounded by:-

NORTH	:
SOUTH	:
EAST	:
WEST	:

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE(S)/PURCHASER(S)/VENDEE(S)

(1) Signature _____

Name _____

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
PROMOTER / DEVELOPER / VENDOR:**



SIGN. OF VENDOR/PROMOTER

Name _____



WITNESSES:

1.

2.