

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ day of January 2024.

By and Between

1. Sri. MADDI LAXMA REDDY, S/o. Late Sri. MADDI JANGA REDDY, aged about 56 years, Occupation: Business, R/o. H No. 16-11-1/A/2, Flat No 201, Gruha Shilpis Tej Residency, Saleem Nagar, Amberpet, Hyderabad - 500036, Telangana State.
2. Sri. MADDI SAHITH REDDY, S/o. Sri. MADDI LAXMA REDDY, aged about 28 years, Occupation: Student, R/o. H No. 16-11-1/A/2, Flat No 201, Gruha Shilpis Tej Residency, Saleem nagar, Amberpet, Hyderabad - 500036, Telangana State.
3. Sri. MADDI AKSHITH REDDY, S/o. Sri. MADDI LAXMA REDDY, aged about 25 years, Occupation: Student, R/o. H No. 16-11-1/A/2, Flat No 201, Gruha Shilpis Tej Residency, Saleem nagar, Amberpet, Hyderabad - 500036, Telangana State.
4. Sri. RAKASI SURENDER REDDY, S/o. Sri. RAKASI NARAYANA REDDY, aged about 70 years, Occupation: Business, R/o. H No. 16-2-754/A/13, APAU Colony, Gaddiannaram, Opp: APAU Colony Park, Dilsukhnagar, Hyderabad - 500036, Telangana State.
5. Smt. PALLE BHARATHI, W/o. Sri. PALLE NARAYANA REDDY, aged about 71 years, Occupation: House Wife, R/o. H No. 8-2-293/82/L/12C, Road No 12, MLA Colony, Banjara Hills, Hyderabad - 500034, Telangana State.
6. Sri. GOPU VENKAT RAM REDDY, S/o. Sri. GOPU JALPATHI REDDY, aged about 50 years, Occupation: Software Engineer, R/o. Villa No 54, Oorjita Istana, Manchirevula, Gandipet, Rangareddy - 500075, Telangana State.
7. Smt. KOTHAPALLY GEETHA, W/o. Sri. KOTHAPALLY VIJAY MOHAN REDDY, aged about 49 years, Occupation: House Wife, R/o. H No. 8-2-15/6, Plot No 6, Patel Nagar Colony, Vaishalinagar, Karmanghat, Saroornagar, Rangareddy - 500079, Telangana State.
8. Smt. MAMIDALA LAVANYA, W/o. Sri. MAMIDALA MADHUSUDAN REDDY, aged about 37 years, Occupation: House Wife, R/o. 17-1-386/5N/9, F-510, A-Block, Sai Thirumala Towers, S.N Reddy, Beside Sama Narsimha Reddy Gardens, Champapet, Saroornagar, Rangareddy - 500079, Telangana State.
9. Sri. GOPU NARENDER REDDY, S/o. Sri. G. NARAYANA REDDY, aged about 56 years, R/o. Villa No. 1, Oorjita Istana, Manchirevula, Gandipet Mandal, Rangareddy District - 500075, Telangana State.
10. Sri. CHALLA JAYASIMHA REDDY, S/o. Sri. C. LINGA REDDY, aged about 56 years, R/o. H. No. 1-128, Jillalguda Old Village, Balapur Mandal, Ranga Reddy District - 500097, Telangana State.

AND

M/S. NEWMARK URBANSPACES, a Partnership Firm having its office at 501, 5th Floor, Newmark House, Plot No 56, Patrikanagar, Madhapur, Hyderabad, Telangana State - 500081, Represented by its partners:

1. Sri. GOPU NARENDER REDDY, S/o. G. NARAYANA REDDY, aged about 56 years, R/o. H.No. 6-105/1/A/1, Villa No 1, Oorjita Istana, Manchirevula, Gandipet Mandal, Ranga Reddy District, Telangana State - 500075.
2. Sri. CHALLA JAYASIMHA REDDY, S/o. C. LINGA REDDY, aged about 56 years, R/o. H.No. 1-128, Jillalguda old Village, Balapur Mandal, Ranga Reddy District, Telangana State - 500097.

For M/s. Newmark UrbanSpaces

Authorised Signatory

IN FAVOUR OF

Mr. / Ms. _____, S/o _____
 of _____, aged _____ about _____, residing at _____,
 (PAN), hereinafter called the "Allottee"

HEREINAFTER called the "PURCHASER/ALLOTTEE" (which expression shall mean and include all his Heirs, Legal Representatives, Successors, Executors, Administrators, and Assignees on the OTHER PART).

The VENDORSSS/PROMOTER and ALLOTTEE/PURCHASER shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

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

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

WHEREAS:

WHEREAS the LAND OWNER, herein is the absolute owner, Pattadar and possessor of the Agriculture land admeasuring Ac.4-20 Gts., in Survey No. 113/UU, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE.

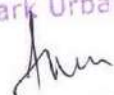
The above mentioned Agriculture Land has been acquired through their ancestors and the PPB was issued in the name of the Land Owner Sri. MADDI LAXMA REDDY, S/O. Late MADDIJANGA REDDY, (PPB No.T05160250855) issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District.

AND WHEREAS the LAND OWNER 2 & 3, are the Sons of the LAND OWNER, and are made as Consenting Parties to this DAGPA Document to avoid future litigations or Complications.

AND WHEREAS Vendor has converted his land from Agriculture use to Non-Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No.2101030696, dated: 11/11/2021.

That the LAND OWNER, hereby covenant that he is the sole, absolute and exclusive owner of the Non-Agricultural land admeasuring Ac.4-20 Gts., or 21,780.00 Sq. Yards, in Survey No. 113/UU, Situated at THUMMALOOR VILLAGE AND GRAM PANCYAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, and he is Competent to enter into this Development Agreement and there is no other person or persons having any manner of right, title, share, claim or interest in the said property.

The LAND OWNER in order to optimize the returns over the schedule property, have decided to get the same developed into an integrated layout by joining the same into a common pool of land along with adjoining LAND OWNERS, through a common DEVELOPER, who is capable and having experience of undertaking such large projects for development of Layouts.

For M/s. Newmark Urbanspaces

 Authorised Signatory

The LAND OWNER having decided to entrust the Schedule Property for development along with the adjoining lands, approached the DEVELOPER expressing its willingness to entrust the Schedule Property for composite development by throwing the same into a common pool of land (located near the Schedule Property) by dividing the same into residential plots of different sizes, and the DEVELOPER accepted the said offer of the LAND OWNER. Thus the parties hereto have concluded the contract of developing the Schedule Property.

WHEREAS the LAND OWNER, is the absolute owner and possessor of the Agriculture lands admeasuring Ac.2-14 Gts., in Survey No.113/U, Ac.3-12 Gts., in Survey No.113/AA2, Ac.0-29 Gts., in Survey No.114, Ac.0-12 Gts., Gts in Survey No. 115A, Ac.1-09 Gts., in Survey No.116, Ac.1-01 Gts., in Survey No.119, total admeasuring Ac.8-37 Gts, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, having purchased through different Sale Deeds and mutated his name in Revenue Records Vide Proceeding Nos. Vide 2673/2006, dated: 28.09.2006, D/961/2010, dated: 03.11.2010, D/924/2010, dated: 03.11.2010, D/2249/ 2016, dated: 30.07.2016, D/2671/2006, dated: 28.09.2006, and D/4089/2016, dated: 14.02.2017, Issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District, Telangana State, and Pattadar Passbook No.T05160250215, and Kata No.389, Issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District, Telangana State.

AND WHEREAS Vendor has converted his land from Agriculture Non-Agriculture use after getting necessary permission from the competent use to authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No.2101035189, dated: 17.11.2021.

That the LAND OWNER, hereby covenant that he is the sole, absolute and exclusive owner of the Non-Agricultural land admeasuring Ac.2-14 Gts. in Survey No.113/U, Ac.3-12 Gts., in Survey No.113/AA2, Ac.0-29 Gts., in Survey No.114, Ac.0-12 Gts., in Survey No. 115A, Ac.1-09 Gts., in Survey No.116, Ac.1-01 Gts., in Survey No.119, total admeasuring Ac.8-37 Gts, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, and he is Competent to enter into this Development Agreement and there is no other person or persons having any manner of right, title, share, claim or interest in the said property.

The LAND OWNER in order to optimize the returns over the schedule property, have decided to get the same developed into an integrated layout by joining the same into a common pool of land along with adjoining LAND OWNERS, through a common DEVELOPER, who is capable and having experience of undertaking such large projects for development of Layouts.

The LAND OWNER having decided to entrust the Schedule Property for development along with the adjoining lands, approached the DEVELOPER expressing its willingness to entrust the Schedule Property for composite development by throwing the same into a common pool of land (located near the Schedule Property) by dividing the same into residential plots of different sizes; and the DEVELOPER accepted the said offer of the LAND OWNER. Thus the parties hereto have concluded the contract of developing the Schedule Property.

WHEREAS the LAND OWNER, is the absolute owner and possessor of the Agriculture land admeasuring Ac.2-00 Gts., in Survey No.113/AA, Situated at THUMMALOOR VILLAGE, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, having purchased through Sale Deed document bearing No.3525/2010, dated: 06/08/2010, Registered at SRO Maheshwaram, Ranga Reddy District, Telangana State, and mutated her name in Revenue Records Vide Proceeding Nos. Vide 2673/2006, dated: 28/09/2006 and D/961/2010, dated: 03/11/2010, Issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District, Telangana State, and Pattadar Passbook No.T05160250785, with Khata No.1488, was issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District, Telangana State.

AND WHEREAS Vendor has converted her land from Agriculture use to Non-Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No.2101038257, dated: 17/11/2021.

That the LAND OWNER, hereby covenant that she is the sole, absolute and exclusive owner of the Non-Agricultural land admeasuring Ac.2-00 Gts., in Survey No.113/AA, Situated at THUMMALOOR VILLAGE, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA Competent to enter into this Development Agreement and there is no other person or persons having any manner of right, title, share, claim or interest in the said property. STATE, and she is

For M/s. Newmark Urbanspaces

Authorised Signatory

The LAND OWNER in order to optimize the returns over the schedule property, have decided to get the same developed into an integrated layout by joining the same into a common pool of land along with adjoining LAND OWNERS, through a common DEVELOPER, who is capable and having experience of undertaking such large projects for development of Layouts.

The LAND OWNER having decided to entrust the Schedule Property for development along with the adjoining lands, approached the DEVELOPER expressing its willingness to entrust the Schedule Property for composite development by throwing the same into a common pool of land (located near the Schedule Property) by dividing the same into residential plots of different sizes, and the DEVELOPER accepted the said offer of the LAND OWNER. Thus the parties hereto have concluded the contract of developing the Schedule Property.

WHEREAS the above named LAND OWNER, herein is the sole absolute lawful owner, and peaceful possessor of the Agriculture land admeasuring Ac.1-00 Gts., in Survey No.113/EE/1, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA DISTRICT, TELANGANA STATE. REDDY

The above mentioned Agriculture Land have been acquired from PAVULURI HARISH, through a Registered Sale Deed bearing Document No.888/2022, Dated: 07.03.2022, Registered in the Office of the Tahsildar and Joint Sub- Registrar, Maheshwaram Mandal, Ranga Reddy District, and having PPB No. TO5160252093, issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District.

AND WHEREAS Vendor has converted his land from Agriculture use to Non- Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No. 2300766352, Dated: 13/10/2023.

That the LAND OWNER, hereby covenant that he is the sole, absolute and exclusive owner of the Non-Agricultural land admeasuring Ac.1-00 Gts., or 4,840.00 Sq. Yards, in Survey No.113/EE/1, Situated at THUMMALOOR VILLAGE AND GRAM PANCYAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, and he is Competent to enter into this Development Agreement and there is no other person or persons having any manner of right, title, share, claim or interest in the said property.

The LAND OWNER in order to optimize the returns over the schedule property, have decided to get the same developed into an integrated layout by joining the same into a common pool of land along with adjoining LAND OWNERS, through a common DEVELOPER, who is capable and having experience of undertaking such large projects for development of Layouts.

The LAND OWNER having decided to entrust the Schedule Property for development along with the adjoining lands, approached the DEVELOPER expressing its willingness to entrust the Schedule Property for composite development by throwing the same into a common pool of land (located near the Schedule Property) by dividing the same into residential plots of different sizes, and the DEVELOPER accepted the said offer of the LAND OWNER. Thus the parties hereto have concluded the contract of developing the Schedule Property.

WHEREAS the above named LAND OWNER, herein is the sole absolute lawful owner, and peaceful possessor of the Agriculture land admeasuring Ac.0-38 Gts., in Survey No.115/AA1/2, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE.

The above mentioned Agriculture Land have been acquired from RAKASI SURENDER REDDY, through a Registered Sale Deed bearing Document No.1076/2022, Dated:24.03.2022, Registered in the Office of the Tahsildar and Joint Sub-Registrar, Maheshwaram Mandal, Ranga Reddy District, and having PPB No.T05160252103, issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District.

AND WHEREAS Vendor has converted her land from Agriculture use to Non- Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No. 2300766331, Dated: 13/10/2023.

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That the LAND OWNER, hereby covenant that she is the sole, absolute and exclusive owner of the Non-Agricultural land admeasuring Ac.0-38 Gts., or 4,598.00 Sq. Yards, in Survey No. 115/AA1/2, Situated at THUMMALOOR VILLAGE AND GRAM PANCYAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, and she is Competent to enter into this Development Agreement and there is no other person or persons having any manner of right, title, share, claim or interest in the said property.

The LAND OWNER in order to optimize the returns over the schedule property, have decided to get the same developed into an integrated layout by joining the same into a common pool of land along with adjoining LAND OWNERS, through a common DEVELOPER, who is capable and having experience of undertaking such large projects for development of Layouts.

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WHEREAS the above named LAND OWNER, herein is the sole absolute lawful owner, and peaceful possessor of the Agriculture land admeasuring Ac.0-38 Gts., in Survey No.115/AA1/1, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE.

The above mentioned Agriculture Land have been acquired from RAKASI SURENDER REDDY, through a Registered Sale Deed bearing Document No.1077/2022, Dated:24.03.2022, Registered in the Office of the Tahsildar and Joint Sub-Registrar, Maheshwaram Mandal, Ranga Reddy District, and having PPB No.T05160252104, Issued by the Tahsildar, Maheshwaram Mandal, RangaReddy District.

AND WHEREAS Vendor has converted her land from Agriculture use to Non- Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No. 2300766302, Dated: 13/10/2023.

That the LAND OWNER, hereby covenant that she is the sole, absolute and exclusive owner of the Non-Agricultural land admeasuring Ac.0-38 Gts., or 4,598.00 Sq. Yards, in Survey No. 115/AA1/1, Situated at THUMMALOOR VILLAGE AND GRAM PANCYAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE, and she is Competent to enter into this Development Agreement and there is no other person or persons having any manner of right, title, share, claim or interest in the said property.

The LAND OWNER in order to optimize the returns over the schedule property, have decided to get the same developed into an integrated layout by joining the same into a common pool of land along with adjoining LAND OWNERS, through a common DEVELOPER, who is capable and having experience of undertaking such large projects for development of Layouts.

The LAND OWNER having decided to entrust the Schedule Property for development along with the adjoining lands, approached the DEVELOPER expressing its willingness to entrust the Schedule Property for composite development by throwing the same into a common pool of land (located near the Schedule Property) by dividing the same into residential plots of different sizes, and the DEVELOPER accepted the said offer of the LAND OWNER. Thus the parties hereto have concluded the contract of developing the Schedule Property.

WHEREAS the above named LAND OWNER-9, herein is the sole absolute lawful owner, and peaceful possessor of the Agriculture land admeasuring Ac.1-00 Gts., in Survey No.113/E1/2, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE. The above mentioned Agriculture Land have been acquired from GANTLA NIRAMALA DEVI, through a Registered Sale Deed bearing Document No.168/2022, Dated: 17.01.2022, Registered in the Office of the Tahsildar and Joint Sub-Registrar, Maheshwaram Mandal, Ranga Reddy District, and having PPB No. T05160252054, Khata No. 60732, issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District, and converted his land from Agriculture use to Non-Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No. 2300798404, Dated: 14/12/2023.

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WHEREAS the above named LAND OWNER-10, herein is the sole absolute lawful owner, and peaceful possessor of the Agriculture land admeasuring Ac.1-00 Gts., in Survey No.113/E1/1, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE. The above mentioned Agriculture Land have been acquired from GANTLA NIRAMALA DEVI, through a Registered Sale Deed bearing Document No. 169/2022, Dated: 17.01.2022, Registered in the Office of the Tahsildar and Joint Sub-Registrar, Maheshwaram Mandal, Ranga Reddy District, and having PPB No. T05160252055, Khata No. 60733, issued by the Tahsildar, Maheshwaram Mandal, Ranga Reddy District, and converted his land from Agriculture use to Non-Agriculture use after getting necessary permission from the competent authority i.e. Tahsildar & Jt. Sub Registrar Office, Maheshwaram, Ranga Reddy District, Vide File No. 2300798563, Dated: 14/12/2023.

That the LAND OWNERS, hereby covenant that they are the sole, absolute and exclusive owners of the Non-Agricultural land admeasuring Ac.1-00 Gts., in Survey No. 113/E1/2, and land admeasuring Ac.1-00 Guntas, in Survey no.113/E1/1, totally admeasuring Ac.2-00 Guntas or 9,680.00 Sq. Yards, Situated at THUMMALOOR VILLAGE AND GRAM PANCHAYAT, MAHESHWARAM MANDAL, RANGA REDDY DISTRICT, TELANGANA STATE.

A. The Said Land is earmarked for the purpose of Layout [commercial/residential/any other purpose] project, layout open plots and [insert any other components of the project] and the said project and shall be known as "NEWMARK GARDENIA".

B. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot, as the case may be, from HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY, Application No. 061485/SMD/LT/U6/HMDA/11072023, Dated: 01-11-2023, Layout Open Plots over the Property. [Please insert the name of the concerned competent authority]. 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;

C. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at _____ on _____ under registration no. _____;

D. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, exclusive verandahs, balconies, terrace area of _____ sq. feet, totally having a saleable area of _____ sq. feet type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered parking admeasuring _____ square feet (if applicable)] in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

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

F. _____ [Please enter any additional disclosures/details];

For M/s. Newmark Urbanspaces

Authorised Signatory

G. 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;

H. 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;

I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

1.2. The Total Price for the [Apartment/Plot] based on the Saleable area is Rs.

_____ (Rupees _____)
 ("Total Price") (Give break up and description):

Block/Building/Tower no. _____ Apar	Rate of Apartment per square feet*
no. _____ Type _____	
Floor _____	
Total price (in rupees) _____	

For M/s. Newmark Urbanspaces


 Authorized Signatory

*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para 11 etc., if/as applicable. [AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet*
Total price (in rupees)	

*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.
[AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
Total price (in rupees)	

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter 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 allottee provided that Stamp Duty, Registration fee, mutation charges shall be paid by the allottee as per actuals over and above the total price.

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Apartment/Plot] and the Project.

For M/s. Newmark Urbanspaces,

Authorised Signatory

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

1.7[Applicable in case of an apartment] The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee 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 para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

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(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other

facilities, amenities and specifications to be provided as per the agreement within the [Apartment/Plot] and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

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

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '_____' payable at_____.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.3 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale/transfer of immovable properties in India etc. and provide the Promoter with such permission,

approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

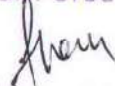
5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT: The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] 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. 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 __[Please insert the relevant State laws] 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 APARTMENT/PLOT:

7.1 Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on

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_____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 90 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the allottee 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 shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the allottee or any authority or third party on whom the promoter has no control. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within three months of such cancellation or at the time that the Promoter is able to resell the said Apartment/Plot to another purchaser, whichever is later.

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

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Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/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 allottees, in case the Allottee 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/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

1. The Promoter hereby represents and warrants to the Allottee as follows:

(ii) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(iii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iv) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

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

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

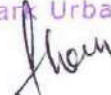
(vii) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

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

(ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

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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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____ Name _____ Address _____

Please affix
photograph and
sign across the
photograph

(2) Signature _____ Name _____ Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:

(1) Signature (Authorised Signatory) _____

Name Gopu Narender Reddy

Address Manchirevula, Gandipet, Ranga Reddy

At Hyderabad on _____ in the presence of:

Please affix
photograph and sign
across the
photograph



WITNESSES:

1. Signature _____ Name _____ Address _____

2. Signature _____ Name _____

3. Address _____

for M/s. Newmark Urbanspaces
[Signature]
Authorised Signatory

SCHEDULE A PROPERTY


All that the Land Admeasuring 73084.76 Sq. Mtrs., in Sy. Nos. 113/P, 114, 115, 116 & 119, Situated at Thummaloor Village, Maheswaram Mandal and Ranga Reddy District, Telangana State, bounded as follows:

NORTH : Others Land
 SOUTH : Others Land
 EAST : Existing Road
 WEST : Others Land

SCHEDULE 'A' -	PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS
SCHEDULE 'B' -	FLOOR PLAN OF THE APARTMENT SCHEDULE 'C' - PAYMENT PLAN
SCHEDULE 'D' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)
SCHEDULE 'E' -	SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

For M/s. Newmark Urbanspac.


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