

ANNEXURE
[See rule 38]
Agreement of sale

This Agreement for Sale is made and executed at Hyderabad on this _____ day of September, 2025.

BETWEEN

1. **Sri. UPENDRA KUMAR TANKALA**, S/o Late Sri. Tankala Minna Rao, aged about: 39 years, Occupation: Service, R/o H.No.31-17-47, Venkateswara Metta, Allipuram, VTC Visakhapatnam (Urban), Waltair (P.O), Visakhapatnam District. A.P.-530004. Aadhaar No.505550312533, Pan No.AGDPT8092Q.
2. **Sri. TANKALA SANTOSH KUMAR**, S/o Late Sri. Tankala Minna Rao, aged about: 35 years, Occupation: Service, R/o Near Gurudwar, Main Road, B.C. Road, Rayagada, ODISHA-765017, Aadhaar No.285845426882, Pan No.AISPT5497Q.
3. **SMT. VUNNA LATA** W/O Sri. Vunna Manmada Rao, D/o **Sri. TANKALA MINNA RAO**, Aged About 42 Years, Occupation: Home Maker, Residing At H.No.31-17-47/2, Venkateswara Metta Allipuram, Near Venkateswara Swamy Temple, Visakhapatnam, Andhra Pradesh – 530004. Aadhaar No. xxxx xxxx 1825.



For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
Sri N. NANDANANDAN REDDY
Sri. CH. LOVE KUMAR



4. **SMT. KOTINI SREEKALA** W/O Sri. Kotini Keerthi Chandra Rao, D/o **Sri. TANKALA MINNA RAO**, Aged About 43 Years, Occupation: Home Maker, Residing At H.No.31-17-47, Venkateswara Metta Allipuram, Near Venkateswara Swamy Temple, Visakhapatnam, Andhra Pradesh – 530004. Aadhaar No. xxxxxxxx 0166.
5. **SMT. T.BHAGYA LAXMI** W/O Sri. T.Trivikram Patro, D/o **Sri. TANKALA MINNA RAO**, Aged About 41 Years, Occupation: Home Maker, Residing At H.No.8-7-171/31, Gowri Nagar, St.Andrews School, Old Bowenpally, Kukatpally, Hyderabad, Telangana – 500011. Aadhaar No.XXXXXXXXXX1979
6. **SMT. G.TRIVENI KUMARI** W/O Sri. G.Jagadishwar Rao, D/o **Sri. TANKALA MINNA RAO**, Aged About 38 Years, Occupation: Home Maker, Residing At 1st Military Lane, Brahmapur Sadar, Berhampur, Ganjam District, Odisha – 760001. Aadhaar No.XXXXXXXXXX4217.
7. **Sri. T. TRIVIKRAM PATRO**, S/o Kameswar Rao, aged about 50 years, Occupation: Service, R/o 8-7-171/31, Gowri Nagar, Old Bowenpally, Hyderabad, Pan No.AQTPP3723A, Aadhaar No.XXXXXXXXXX9900.

Hereinafter referred to **"OWNERS/FIRST PARTY"** which expression shall mean and include their legal representatives, successors-in-interest, heirs, administrators, executors and assigns etc. **Represented by DAGPA HOLDERS:-**

"M/s. AADYA DEVELOPERS", (PAN NO.ABPFM9604E) a partnership firm having its registered office at R/o at R/o 16-2-141/4, Akbarbagh, New Malakpet, Hyderabad, Represented by its managing partners.

1. **Sri N. NANDANANDAN REDDY**, S/o Sri N. Harikishan Reddy, aged about: 57 years, Occupation : Service, R/o 16-2-141/4, Akbarbagh, New Malakpet, Hyderabad.
2. **Sri. CH. LOVE KUMAR**, S/o Late Sri Ch.. Ramadas, aged about 57 years, Occupation: Service, R/o Flat No.119, Janapriya Soudha, Matha Laxminagar Colony, Hyderabad.

Hereinafter referred to as the **"Promoters"** which expression shall include all their, successors-in-interest, nominees and assignees) of the **FIRST PART;**



For **"M/s. AADYA DEVELOPERS"**
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Sri N. NANDANANDAN REDDY
Sri. CH. LOVE KUMAR

IN FAVOR OF

Name
ADDRESS

Hereinafter referred to as the "**ALLOTTEE**"

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its legal heirs, executors, successors, representatives, administrators, and assignees) of the OTHER PART)

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

ARTICLE-1 DEFINITIONS

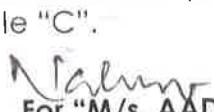
For the purpose of this Agreement for Sale, unless the context otherwise requires,

- 1.1 "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and includes Telangana Real Estates (Regulation and Development) Rules, 2017 wherever the context so requires;
- 1.2 "**Agreement**" shall mean this agreement to sell an apartment, including the schedules hereto, as may be amended from time to time;
- 1.3 "**ALLOTTEE**" in relation to "**M/s. AADYA DEVELOPERS**", means the **ALLOTTEE/s** to whom the apartment has been allotted and agreed to be sold and includes the person who subsequently acquires the said allotment through sale, transfer in the Project;
- 1.4 "**Applicable Law**" means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any statutory Authority having jurisdiction over the Schedule Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- 1.5 "**Association or Association of ALLOTTEE/s or Owners Association**" shall all mean the same, being the Association of **ALLOTTEE/s** Owners in "**AADYA ONE**" to be formed by the **ALLOTTEE/s** Owners, in respect of the Project in accordance with law;
- 1.6 "**Appropriate Government**" means the Government of Telangana;
- 1.7 "**Booking Amount**" the advance amount paid prior to execution of the Agreement of Sale and which is equivalent to 10% of the total price of the Apartment.
- 1.8 "**Completion Date**" shall mean **15-09-2027** or such extended time as may be permitted by law, before which the **PROMOTER** would have completed the construction and secured the Occupancy Certificate;



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- 1.9 **"Carpet Area"** shall mean the net useable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;
- 1.10 **"Commencement Certificate"** shall mean the license and building plan sanctioned by the Greater Hyderabad Municipal Corporation for construction of the apartment on the Schedule Property and the Commencement Certificate issued by Greater Hyderabad Municipal Corporation or any other competent authority Vide _____ dated _____ respectively;
- 1.11 **"Common Areas and Common Amenities and Facilities of the Project"** shall mean the entire Schedule Property and all other areas as defined in Section 2 (n) of the Act and the common amenities and facilities being provided in the Project, to this agreement;
- 1.12 **"Date of Booking"** means the date as reflected under the Booking Form.
- 1.13 **"Development"** means the development of the Schedule A Property taken up by the **PROMOTER**, Apartment buildings as per the sanctions obtained from GHMC.
- 1.14 **"Force Majeure"** shall mean the occurrence of one or more of the following events:- war, flood, drought, fire, cyclone, earthquake, Any other calamity caused by nature or any other reason due which the construction work in the Project is affected.
- 1.15 **"Interest"** means the rate of interest payable by the **ALLOTTEE/s** and or the **PROMOTER** , as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- 1.16 **"Loan Eligibility"** means the eligibility of the **ALLOTTEE** to obtain the Housing Loan from the financial institutions or Scheduled Banks.
- 1.17 **"Owners"** shall mean any owner or owners of apartments in the Project;
- 1.18 **"Project"** means the Building being constructed on the Schedule A Property and registered under the Act before the Telangana Real Estate Regulatory Authority as project namely **"AADYA ONE"**.
- 1.19 **"Project Account"** shall mean the account opened in standing in the name of the **PROMOTER** ;
- 1.20 **"Payment Due Date"** means the date which is intimated to the **ALLOTTEE** in the demand letter for payment of amount as per the Schedule of payment in Schedule "C".


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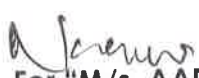
- 1.21 "**Rules**" means The Telangana Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- 1.22 "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- 1.23 "**Section**" means a Section of the Act.
- 1.24 "**Sale Deed**" shall mean the Deed of Sale to be executed by the **PROMOTER**, for legally conveying the absolute right, title and interest in the Schedule Property on the terms and conditions contained therein under the Scheme;
- 1.25 "**Schedule "A" Property**" shall mean the **Plot No.23, part of land admeasuring 179.75 Sq.Yds and Plot No.24, part of land admeasuring 181.75 Sq.yds, total land admeasuring 361.5 Sq.Yds or 302.26 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-iii), hereinafter called the Schedule-A-Property, and Plot No.20, land admeasuring 321.00 Sq.Yds or 268.35 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-iii), hereinafter called the Schedule-B-Property), and Plot No.23, part of land admeasuring 20.25 Sq.Yds and Plot No.24, part of land admeasuring 20.25 Sq.yds, total land admeasuring 40.5 Sq.Yds or 33.85 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-iii), hereinafter called the Schedule-C-Property, thus in all total land admeasuring 723.00 Square yards, in Survey Nos.611 and 623, Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District, on which the development of the Project is being undertaken by the **PROMOTER**.**
- 1.26 "**Schedule "B"** shall mean the apartment, together with the attached car parking space and share in the common areas and the proportionate undivided share which is to be transferred to the Association of **ALLOTTEE/s**, in the Project that is being developed by the **PROMOTER** on the Schedule Property.
- 1.27 "**Schedule "C"** shall mean the floor plan of the apartment agreed to be sold to the **ALLOTTEE/s**;
- 1.28 "**Schedule "D"** is the Payment plan by the **ALLOTTEE** according to which the **ALLOTTEE/s** shall make the payment towards the purchase of Schedule B Property;
- 1.29 "**Statutory Payments**" shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the **ALLOTTEE/s** in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- 1.30 "**Super Built Up Area**" of any residential Apartment shall mean the aggregate of the Carpet Area of the residential Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project; and


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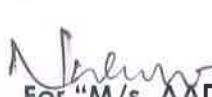
- 1.31 **"Total Price"** means the price of the apartment on the saleable area of the Apartment and as agreed between the Parties.
- 1.32 **"Sanctioned Amount"** means housing loan sanctioned by the Banks in the name of the **ALLOTTEE** for purchase of Apartment in the Project.
- 1.33 **"Statement of Account"** means the Statement showing the Basic Price of Unit, Cost for Amenities, Cost of Car parking, Cost for Utilities Amount due as on date, Taxes Payable, Any other charges specific to the Unit, Total Amount Due, Receipts of payments made, Delay Payment Charges, Amount payable by the **PROMOTER** or **ALLOTTEE** under any offer extended, Payment Schedule as per Milestones.

ARTICLE-2 TITLE FLOW

- 2.1 WHEREAS the **Late Sri TANKALA MINNA RAO, father of serial numbers 1 to 6** is the sole and absolute owner and possessor of **Plot No.23, land admeasuring 200.00 Sq.Yds and Plot No.24, land admeasuring 202.00 Sq.yds, total land admeasuring 402.00 Sq.Yds or 336.07 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-III),** Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District, having acquired the same from G. SOWMYA, D/o, Venkateswar Rao, rep.by. her GPA Holder G. Venkateswara Rao, S/o G.Gangaiah vide registered Sale Deed No.5346/2018, Dated: 16/08/2018. Registered at office of Sub-Registrar, Shamirpet.
- 2.2 WHEREAS the **Late Sri TANKALA MINNA RAO, father of serial numbers 1 to 6, sold Plot No.23 Part (North Side) land admeasuring 20.25 Sq.Yds and Plot No.24 Part (North Side) land admeasuring 20.25 Sq.Yds, total land admeasuring 40.5 or 33.85 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-III),** Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District, to **T. TRIVIKRAM PATRO** vide registered Sale Deed No.4204/2021, Dated: 20/07/2021. Registered at office of Sub-Registrar, Shamirpet, left over land admeasuring **361.5 Sq.Yds.** with the **TANKALA MINNA RAO** and he is enjoying the peaceful possession of the same (hereinafter called the **Schedule-A-Property**)
- 2.3 WHEREAS the **T. TRIVIKRAM PATRO,** is the sole and absolute owner and possessor of **Plot No.20, land admeasuring 321.00 Sq.Yds or 268.35 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-III),** Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District, having acquired the same from G. SOWMYA, D/o, Venkateswar Rao, rep.by. her GPA Holder G. Venkateswara Rao, S/o G.Gangaiah vide registered Sale Deed No.5347/2018, Dated: 16/08/2018. Registered at office of Sub-Registrar, Shamirpet, (hereinafter called the **Schedule-B-Property**)


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- 2.4** WHEREAS the **T. TRIVIKRAM PATRO** is the sole and absolute owner and possessor of **Plot No.23 Part (North Side) land admeasuring 20.25 Sq.Yds and Plot No.24 Part (North Side) land admeasuring 20.25 Sq.Yds, total land admeasuring 40.5 or 33.85 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-iii),** Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District, having acquired the same from **Late Sri. TANKALA MINNA RAO**, vide registered Sale Deed No.4204/2021, Dated: 20/07/2021. Registered at office of Sub-Registrar, Shamirpet. (hereinafter called the **Schedule-C-Property**)
- 2.5** WHEREAS **Late Sri. TANKALA MINNA RAO**, suddenly passed away on 31/08/2023 without completing above said transaction and leaving behind his two sons and four daughters as his legal heirs/successors.
- 2.6** WHEREAS Tahasildar, Rayagada, Govt of Odisha issued Legal heirs certificate on 22/12/2023. And legal heirs/successors of **Late Sri. TANKALA MINNA RAO** comes to forward complete the transaction along with other party **T. TRIVIKRAM PATRO**.
- 2.7** WHEREAS the above house plots covered under **D.T. & C.P.O Approved Layout Vide Proceedings No.L/2159/2015, Dated:02-12-2015, Approved D.T. & C.P.O in L.P. No.399/08/HRO, Layout Named as Green County Phase-iii)**
- 2.8** The **LAND OWNERS** have entered into Development Agreement cum Power of Attorney with the **PROMOTER/M/s. AADYA DEVELOPERS"** on **28th December, 2023, Vide Registered Document No.8202/2022, In the office of Sub-Registrar of Shamirpet,** in respect of development of Residential Flats on **Plot No.23, part of land admeasuring 179.75 Sq.Yds and Plot No.24, part of land admeasuring 181.75 Sq.yds, total land admeasuring 361.5 Sq.Yds or 302.26 Sq.Mtrs, In Survey Nos.611 and 623, (Green County Phase-iii), hereinafter called the Schedule-A-Property,** and **Plot No.20, land admeasuring 321.00 Sq.Yds or 268.35 Sq.Mtrs, In Survey Nos.611 and 623, (Green County Phase-iii), hereinafter called the Schedule-B-Property),** and **Plot No.23, part of land admeasuring 20.25 Sq.Yds and Plot No.24, part of land admeasuring 20.25 Sq.yds, total land admeasuring 40.5 Sq.Yds or 33.85 Sq.Mtrs, In Survey Nos.611 and 623, (Green County Phase-iii), hereinafter called the Schedule-C-Property,** thus in all total land admeasuring **723.00 Square yards, in Survey Nos.611 and 623, Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District.**


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- 2.9 Subsequently the **FIRST PARTY/OWNERS** and "**M/s. AADYA DEVELOPERS**" have entered Supplementary Development Agreement Cum General Power of Attorney **Dated 05-05-2025, Registered as Doct.No:2874/2025** in respect of development of Residential Apartment executed in the office of Sub-Registrar of Shamirpet, The sharing of flats the **FIRST PARTY/OWNERS** and "**M/s. AADYA DEVELOPERS**", specifically determining and demarcating the flats falling under each of their shares.
- 2.10 The **PROMOTER, "M/s. AADYA DEVELOPERS"** formulated a scheme for development Residential Apartments to be constructed as "**AADYA PRIDE**" **Consisting of Stilt for parking + 5 Upper floors.** The necessary plans submitted and relevant permissions in respect of the proposed development were secured. The Development Plans of "**M/s. AADYA DEVELOPERS**", were approved by **HMDA Vide Lr.No.002447/BP/HMDA/0697/MED/2025, Dated:27/04/2025.**
- 2.11 The said land is earmarked for the purpose of residential use project/multistoried apartment buildings and the said project shall be known as "**AADYA ONE**" which is proposed to be developed in phases.

ARTICLE-3
PROJECT LAND PERMISSIONS

- 3.1 In furtherance of the above the building plan sanction for the apartment complex was obtained by the **PROMOTER Vide HMDA Letter/Application No. 045389/SKP/R1/U6/HMDA/22042021, Dated:15/09/2021 and Ameenpur Municipality vide File No.199/2021-22, Permit No.113/2021-22, Dated:31-03-2022.**
- 3.2 The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at HYDERABAD on _____, under registration No._____;
- 3.3 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 the Project is to be constructed have been completed;
- 3.4 The **ALLOTTE** agrees that the **PROMOTER** has handed over all the requested documents with full transparency for purposes of verifying the absolute title and ownership of the Owner over the Schedule A Property and Development rights of the **PROMOTER** to develop the Schedule A Property The **ALLOTTE** also agrees that he/they has/have taken all necessary legal and other necessary technical support by the external professionals to verify the legal title and technical specifications of the Project prior executing the Agreement.


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- 3.5 The **PROMOTER** has obtained the final sanctioned building plan, specifications and approvals for the Project and also for the apartment building, from GHMC, Hyderabad. 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, other laws as applicable and as agreed under this Agreement;

ARTICLE-4 TERMS

- 4.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- 4.2 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;
- 4.3 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;
- 4.4 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** having verified the title and satisfied himself/herself/themselves/itself about their right and ownership and the authority of **PROMOTER** to develop the property, has/have applied for an apartment in the Project namely "**AADYA PRIDE**" and has been allotted Flat/Apartment No.____ in ____ Floor, _____ type, having Carpet Area of ____ square feet, exclusive balconies and service area of ____ square feet and proportionate common area of ____ square feet, totally having a saleable area of ____ square feet along with car parking space in the Stilt floor admeasuring about ____, along with undivided share of land admeasuring ____ Square feet or ____ Square yards, out of **land admeasuring 723.00 Square yards, in Survey Nos.611 and 623**, Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District all of which includes the pro rata share in the common area ("Common Areas") as defined under clause (n) of Section 2 of the Act, (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C;

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:

- 4.5 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 as specified in Para 4.4, which is more fully described in the Schedule 'B' hereunder and hereinafter referred to as "**SCHEDULE B PROPERTY**".


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- 4.6 The Total Price for the Apartment based on the saleable area is Rs. _____/- (Rupees _____ Only) ("Total Price") and following is the breakup:


Description of Cost	Amount - Rs
Cost of Apartment	Rs. /-
Cost of Amenities	Rs. /-
Corpus fund	Rs. /-
Total Price =	Rs. /-
GST & Registration charges	Applicable as per the GOVT Norms

Explanation:

- 4.7 The Total Price above includes the booking amount paid by the **ALLOTTEE** to the **PROMOTER** towards the Flat/Apartment
- 4.8 The Total Price above includes Taxes (consisting of tax paid or payable by the **PROMOTER** by way of **GST** and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the **PROMOTER**, by whatever name called) up to the date of handing over the possession of the apartment to the **ALLOTTEE** and the project to the Association of **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 actual over and above the total price.
- 4.9 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;


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- 4.10 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, granite, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 10 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Apartment] and the Project.
- 4.11 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 like GHMC, HMDA, HMWS&SB, TS TRANSCO, TSPCB, Environmental Authority, GST, and any other Development related or Tax related 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**.
- 4.12 The **ALLOTTEE/S** shall make the payment as per the payment plan as set out hereunder and shall be as per Schedule C.
- 4.13 It is agreed that the **PROMOTER** shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' in respect of the Apartment 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.


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- 4.14 The **PROMOTER** shall confirm to the final built up area 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 built up area or the Saleable Area. The total price payable for the built up or saleable area shall be recalculated upon confirmation by the **PROMOTER**. If there is reduction in the built up 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 built up area or the Saleable Area, which is not more than three percent of the built up area of the apartment, allotted to **ALLOTTEE**, the **PROMOTERS** 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 4.4 of this Agreement.
- 4.15 Subject to para the **ALLOTTEE** agrees and acknowledges, the **ALLOTTEE** shall have the right to the Apartment/Apartment Schedule B Property as mentioned below subject the **ALLOTTEE** making the payments as per schedule and on payment of total sale consideration.
- 4.16 The **ALLOTTEE** shall have exclusive ownership of the schedule Apartment.
- 4.17 The **ALLOTTEE** shall also have undivided proportionate share in the Common Areas. Since the share 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.
- 4.18 That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment from the Transformers, lift, water line and plumbing, finishing with paint, , tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 10 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Apartment];
- 4.19 The **ALLOTTEE** has the right to visit the project site on prior intimation to the **PROMOTER** to assess the extent of development of the project and their Apartment as the case may be. However, the **ALLOTTEE** has to give an advance notice of 15 days to the **PROMOTER** to organize and facilitate the visit. The **ALLOTTEE** shall be forbidden to visit the site or the Apartment without assistance from the **PROMOTERS** Representative and or wearing a proper safety gear. Children less than 14 years shall not be allowed in the construction site. The **PROMOTER** shall not be held responsible for the safety of the **ALLOTTEE** and the Parties visiting along with them.


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- 4.20 It is made clear by the **PROMOTER** and the **ALLOTTEE** agrees that the Apartment, viz., Schedule B Property along with parking space 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 in the overall Development for the benefit of the **ALLOTTEE**.
- 4.21 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 there for by such authority or person.
- 4.22 Provided that if the **ALLOTTEE** delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate prescribed in the Rules. The **ALLOTTEE** shall further pay the payments as per the Payment of Schedule and the **ALLOTTEE** and **PROMOTER** shall follow the following:
- 4.23 The **PROMOTER** shall raise a demand note for payments to the **ALLOTTEE** as per the Payment Schedule mentioned in the agreement.
- 4.24 The **ALLOTTEE** is solely responsible to pay the payments as raised under the demand note within the stipulated "Payment Due Date" from the date of the raising the demand note.
- 4.25 The **PROMOTER** shall share list of all financial institutions that have approved the Project and the list of financial institutions that have given Loans to the Project from time to time.
- 4.26 The **ALLOTTEE** is solely responsible for arranging the Home Loan from a financial institution to his/ her liking for the terms of the loan after verifying his "LOAN ELIGIBILITY".
- 4.27 Loan Eligibility Amount of the **ALLOTTEE** shall be equal or more than the 90% value of the "Total Price".


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- 4.28 The **ALLOTTE** shall pay all the dues arising, if any, to the **PROMOTER** over and above the "Booking Amount" within "Payment Due Date" from signing of this Agreement.
- 4.29 Upon receipt of the approval from the financial institutions, the **ALLOTTEE** shall share the copy of the Approval and the Sanction Letter to the **PROMOTER**.
- 4.30 The difference of amount arising, if any, from the Loan Eligibility Amount & Sanctioned amount shall be paid within 10 days after signing this agreement.
- 4.31 Interest as per the Rules shall be calculated and charged to the **ALLOTTEE** from the "Date of Booking", upon non-payment of Amount due from the "Payment Due Date".
- 4.32 The **PROMOTER** shall only assist the **ALLOTTEE** in securing a Home Loan but is not responsible for the Loan Eligibility, Interest Rate, time needed to close the Loan etc., The **ALLOTTEE** understands that the **PROMOTER** shall only help by the way of assisting him/her by using its good offices and shall not be held responsible in any way for Payments to be made under this agreement. Failure to obtain loan by the **ALLOTTEE** shall not be a ground for non-payment of amounts stipulated under this agreement.
- 4.33 The **ALLOTTE** understands that delay arising from Payments to **PROMOTER**, may result delay the completion of Construction of the Schedule B property.

ARTICLE-5 MODE OF PAYMENT

- 5.1 Subject to the terms of the Agreement and the **PROMOTER** abiding by the construction milestones, the **ALLOTTEE** shall make all payments, on specified dates mentioned above [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "**M/s AADYA DEVELOPERS**" payable at Hyderabad.


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ARTICLE-6

COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 6.1** The **ALLOTTEE**, if resides 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 there-under 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.
- 6.2** The **PROMOTER** accepts no responsibility in regard to matters specified in Article 6.1 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.
- 6.3** **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 as per the Statement of Account of the **ALLOTTEE** against the Apartment, if any, in his/her name and the **ALLOTTEE** undertakes not to object/demand/direct the **PROMOTER** to adjust his payments in any manner.
- 6.4** **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 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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6.5 CONSTRUCTION OF THE PROJECT/ APARTMENT: The **ALLOTTEE** has seen the sanction plan, specifications, amenities and facilities of the Schedule B of the Property 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 sanction plan or the modified plan, 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 GHMC 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.

ARTICLE-7 POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment - The **PROMOTER** agrees and understands that timely delivery of possession of the Schedule B property 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 Schedule B Property along with ready and complete common areas with all specifications, amenities and facilities of the project 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 Schedule B Property, 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.


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- 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 Schedule B Property 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 on-goings including maintenance charges from the date of notice. 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 Project to the **ALLOTTEE** or Association of **ALLOTTEES**/Owners as the case may be at the time of conveyance of the same.
- 7.3 Failure of ALLOTTEE to take Possession of Apartment/Schedule B Property** - Upon receiving a written intimation from the **PROMOTER** as per Para 6.2, the **ALLOTTEE** 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**. In case the **ALLOTTEE** fails to take possession within the time provided in Article 6.2, such **ALLOTTEE** shall continue to be liable to pay maintenance charges as specified in.
- 7.4 Possession by the ALLOTTEE** - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the **ALLOTTEE**, 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 under Section 11 of 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 of 10 % paid for the allotment along with amounts paid as Commission by **PROMOTER** to any channel Partner/Real Estate Agent in respect of the booking of Apartment by the **ALLOTTEE** and admin/handling charges. 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 Schedule B Property to another **ALLOTTEE**, whichever is later.

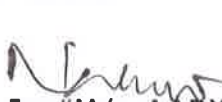

 
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- 7.6 Compensation** – The **PROMOTER** shall compensate the **ALLOTTEE** in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and 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. Except for occurrence of a Force Majeure event, if the **PROMOTER** fails to complete or is unable to give possession of the Schedule B Property, Schedule B Property (i) in accordance with the terms of this Agreement, duly completed by the date specified in; or (ii) due to discontinuance of his business as a **PROMOTER** 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**, 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 with interest at the rate as prescribed under 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 Schedule B Property, which shall be paid by the **PROMOTER** to the **ALLOTTEE** within ninety days of it becoming due.

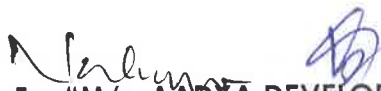
ARTICLE-8
REPRESENTATIONS AND WARRANTIES OF THE PROMOTER AND ALLOTTEE

The PROMOTER hereby represents and warrants to the ALLOTTEE as follows:


- 8.1 The OWNERS have absolute, clear and marketable title with respect to the said Land and the **PROMOTER** has 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;
- 8.1.1 The **PROMOTER** has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.1.2 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.
- 8.1.3 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Schedule B Property 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 Schedule B Property and common areas;



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- 8.1.4 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;
- 8.1.5 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 Schedule B Property which will, in any manner, affect the rights of **ALLOTTEE** under this Agreement;
- 8.1.6 The **PROMOTER** confirms that it is not restricted in any manner whatsoever from selling the said Schedule B Property to the **ALLOTTEE** in the manner contemplated in this Agreement;
- 8.1.7 At the time of execution of the conveyance deed the **PROMOTER** shall handover lawful, vacant, peaceful, physical possession of the Schedule B Property to the **ALLOTTEE** and the common areas to the Association of **ALLOTTEES** or the competent authority, as the case may be;
- 8.1.8 The **PROMOTER** 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, , along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the **ALLOTTEE** and the association of **ALLOTTEES** or the competent authority, as the case may be;
- 8.1.9 No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the **PROMOTER** in respect of the said Land and/or the Project except those disclosed in the title report.
- 8.1.10 The **ALLOTTEE** /s with intention to bring all persons into whatsoever hands the Apartment may come, hereby covenants with the **PROMOTER** as follows:
- 8.1.11 To maintain the Apartment at the **ALLOTTEE's** own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required.


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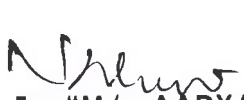
- 8.1.12** Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the **ALLOTTEE** in this behalf, the **ALLOTTEE** shall be liable for the consequences of the breach.
- 8.1.13** To carry out at his/her/its own cost all internal repairs to the said Apartment /Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the **PROMOTER** to the **ALLOTTEE** and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the **ALLOTTEE** committing any act in contravention of the above provision, the **ALLOTTEE** shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- 8.1.14** Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to Concrete Walls, columns, beams, Brick walls, slabs or RCC Framed or other structural members in the Apartment without the prior written permission of the **PROMOTER** and/or association, in the event after handover of the Project to the association any structural changes are to be approved by the association, the same shall done after giving due information to the **PROMOTER** and obtaining written consent.
- 8.1.15** Not to enclose any designated open spaces like Balconies, utilities provided by the **PROMOTER** with Grills or partitions made of any material.
- 8.1.16** To ensure proper ventilation as provided by the **PROMOTER** to all enclosed spaces within the Apartment.
- 8.1.17** Not to keep plant pots of any kind that shall leak and spoil the elevations, as well as the residents under.


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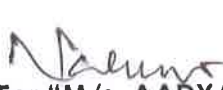

- 8.1.18** Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- 8.1.19** Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the project land and the building in which the Apartment is situated.
- 8.1.20** To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the **ALLOTTEE** for any purposes other than for purpose for which it is sold.
- 8.1.21** The **ALLOTTEE** shall observe and perform all the rules and regulations which the Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The **ALLOTTEE** shall also observe and perform all the stipulations and conditions laid down by the Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- 8.1.22** Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Association and till all the total built-up area/units are sold off, the **ALLOTTEE** shall permit the **PROMOTER** and their supervisors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

ARTICLE-9 **EVENTS OF DEFAULTS AND CONSEQUENCES**

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


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- 9.1.1 **PROMOTER** fails to provide ready to move in possession of the Apartment to the **ALLOTTEE** 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, '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 as the case may be, has been issued by the competent authority;
- 9.1.2 Discontinuance of the **PROMOTER** 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 there under.
- 9.2 In case of Default by **PROMOTER** under the conditions listed above, **ALLOTTEE** is entitled to the following:
- 9.2.1 Stop making further payments to **PROMOTER** as demanded by the **PROMOTER**. If the **ALLOTTEE** stops making payments, the **PROMOTER** shall correct the situation by completing the construction milestones and only thereafter the **ALLOTTEE** be required to make the next payment without any interest; or
- 9.2.2 The **ALLOTTEE** shall have the option of terminating the Agreement in which case the **PROMOTER** shall be liable to refund the entire money paid by the **ALLOTTEE** under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice: Provided that where an **ALLOTTEE** does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the **PROMOTER**, interest at the rate prescribed in Section 18 of the Act and Rule 15 of 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** within ninety days of it becoming due.
- 9.3 The **ALLOTTEE** shall be considered under a condition of Default, on the occurrence of the following events:
- 9.3.1 In case the **ALLOTTEE** fails to make payments for 2 (two) consecutive demands made by the **PROMOTER** as per the Payment Plan annexed hereto, despite having been issued notice in that regard the **ALLOTTEE** shall be liable to pay interest to the **PROMOTER** on the unpaid amount at the rate prescribed in the Rules;



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9.3.2 In case of Default by **ALLOTTEE** under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the **PROMOTER** in this regard, the **PROMOTER** may cancel the allotment of the Schedule B Property in favour of the **ALLOTTEE** and refund the money paid to him by the **ALLOTTEE** by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the **PROMOTER** shall intimate the **ALLOTTEE** about such termination at least thirty (30) days prior to such termination. The amount shall be repaid by the **PROMOTER** within a period of ninety (90) days after termination or the date on which the **PROMOTER** is able to resell the Schedule B Property to another **ALLOTTEE**, whichever is later.

9.4 REPRESENTATIONS BY THE ALLOTTEE/S:

- 9.4.1 The **ALLOTTEE** shall at all times provide the required authenticated information and details required, in case if the **ALLOTTEE** wishes to approach any Banks for financial assistance to purchase the Apartment through **PROMOTER**.
- 9.4.2 The **ALLOTTEE** shall execute all the necessary documents including but not limited to tripartite agreement etc with the Bank along with the **PROMOTER** and shall regularly pay the Equated Monthly Installments thereafter to the Bank.
- 9.4.3 The **ALLOTTEE** after the execution of this Agreement for Sale shall make the payment as mentioned under Schedule – C without any delay, in case of any delay the **ALLOTTEE** is liable to pay interest in accordance with the Rules , viz., SBI MCLR + 2 % or at such rates as may be stipulated under the Rules.
- 9.4.4 The **ALLOTTEE** as specified under this Agreement for Sale shall pay his share of the registration charges for registration of this Agreement for Sale and after completion and receipt of Occupancy Certificate for the Project he shall be liable to pay all municipal taxes, ground rent and other charges if any till he takes the possession of the Apartment.
- 9.4.5 The **ALLOTTEE** shall participate towards the formation of an **ALLOTTEEs** Association or society or cooperative society of the **ALLOTTEEs**
- 9.4.6 The **ALLOTTEE** shall take physical possession of the Schedule B Property within a period of two months from the date the **PROMOTER** issuing notice to the **ALLOTTEE** to come forward and take possession of the Schedule B Property, after obtaining the Occupancy Certificate by paying all the amounts as per Schedule – C and to get the Sale Deed executed and registered within 2 months from the date of such notice.


For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
Sri N. NANDANANDAN REDDY
Sri. CH. LOVE KUMAR


- 9.4.7 The **ALLOTTEE/s** hereby agree/s that in case the **ALLOTTEE/s** fail/s to respond and/or neglects to take possession of the Apartment within the time stipulated by the **PROMOTER**, then the **ALLOTTEE** shall in addition to the above, pay to the **PROMOTER** holding charges at the rate of Rs. 20/- (Rupees Twenty Only) per month per square feet of Saleable Area of the Apartment ("Holding Charges") and applicable maintenance charges towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay. During the period of said delay the Apartment shall remain locked and shall continue to be in possession of the **PROMOTER** but at the sole risk, responsibility and cost of the **ALLOTTEE** in relation to its deterioration in physical condition.

ARTICLE-10 CONVEYANCE OF THE SAID APARTMENT

- 10.1 The **PROMOTER**, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the **ALLOTTEE**, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the **ALLOTTEE**. However, in case the **ALLOTTEE** fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the **PROMOTER** shall hold the registration till the payment of stamp duty and registration charges to the **PROMOTER** is made by the **ALLOTTEE**.

ARTICLE-11 MAINTENANCE OF THE SAID BUILDING / APARTMENT

- 11.1 The **PROMOTER** shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of **ALLOTTEES** and the cost of maintenance shall be borne by the **PROMOTER** and the **ALLOTTEES**, proportionate to their Apartment in their respective occupation. The facilities like service connections, water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the **PROMOTER** and the Association till the entire project is completed. The services shall be subject to user charges as may be fixed by the Management or as the case may be the service provider, from time to time.
- 11.2 All other infrastructural facilities, including the equipment like lift, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of such AMC and Insurance shall be part of the maintenance charges payable by the occupants. Unless the possession is delivered to the **ALLOTTEE**, the **PROMOTER** shall be the occupant in respect of apartment.


For "M/s. AADYA DEVELOPERS"
Rep. by its Managing Partners
Sri N. NANDANANDAN REDDY
Sri. CH. LOVE KUMAR

**ARTICLE-12
DEFECT LIABILITY**

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations (excluding the under mentioned in clause no.2) of the **PROMOTER** as per the agreement for sale relating to such development is brought to the notice of the **PROMOTER** within a period of 5 (five) years by the **ALLOTTEE** from the date of handing over possession, it shall be the duty of the **PROMOTER** to rectify such defects without further charge, within 30 (thirty) days.


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

1. Equipment (passenger/goods lifts, generator, motors, STP, transformers, gym equipment, windows, R.O plant etc.) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The **PROMOTER** shall transfer manufacturer's guarantees/warrantees to the **ALLOTTEE** or association of **ALLOTTEES** as the case may be.
2. Fittings related to plumbing, sanitary, electrical switches, public bath fitting, door hardware, etc. having natural wear and tear.
3. Allowable structural and other deformations including expansion quotient (Tiles, Granite, Railing, Wood doors and Kitchen sink.
4. The terms of work like painting etc. which are subject to wear and tear.

The **ALLOTTEES** shall maintain the apartments in good tenantable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the **ALLOTTEES** or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the **PROMOTER** shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the **ALLOTTEE** or the association of the **ALLOTTEES** as the case may be.

**ARTICLE-13
RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

13.1 The **PROMOTER**/maintenance agency/association of **ALLOTTEES** shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the **ALLOTTEE** agrees to permit the association of **ALLOTTEES** and/or maintenance agency to enter into the Schedule B Property 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.


For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
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ARTICLE-14 USAGE

- 14.1 Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The **ALLOTTEE** shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of **ALLOTTEES** formed by the **ALLOTTEES** for rendering maintenance services.

ARTICLE-15 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

- 15.1 Subject to Para 12 above, the **ALLOTTEE** shall, after taking possession, be solely responsible to maintain the Schedule B Property at his/her/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Schedule B Property or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Schedule B Property and keep the Schedule B Property, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The **ALLOTTEE** further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The **ALLOTTEES** shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the **ALLOTTEE** shall not store any hazardous or combustible goods in the Schedule B Property or place any heavy material in the common passages or staircase of the Building. The **ALLOTTEE** shall also not remove any wall, including the outer and load bearing wall of the Schedule B Property.
- 15.3 The **ALLOTTEE** shall plan and distribute its electrical load in conformity with the electrical systems installed by the **PROMOTER** and thereafter the association of **ALLOTTEES** and/or maintenance agency appointed by association of **ALLOTTEES**. The **ALLOTTEE** shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.


For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
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- 15.4 The **ALLOTTEE** shall not alter and make any structural changes in the Apartment at any point of time, including adding or removing any internal walls, windows etc.,

ARTICLE-16
COMPLIANCE OF LAWS, NOTIFICATIONS ETC, BY PARTIES

- 16.1 The Parties are entering into this Agreement for the allotment of a Schedule B Property with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

ARTICLE-17
ADDITIONAL CONSTRUCTIONS



- 17.1 The **PROMOTER** undertakes that it has no right to make additions or to put up additional structure (s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act, except as already informed to the **ALLOTTEE** and set out in this agreement.

ARTICLE-18
MORTGAGE OR CREATING A CHARGE

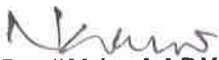

- 18.1 Notwithstanding any other term of this Agreement, the **ALLOTTEE** hereby authorizes and permits the **PROMOTER** to raise finance/loan from any institution / company/bank by any mode or manner by way of charge/mortgage/securitization of the Apartment / Project
- 18.2 Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the **ALLOTTEE(s)** or shall seek No Objection from financial institutions before execution of conveyance Deed in respect the Schedule B Property in favour of the **ALLOTTEE**. The **ALLOTTEE** shall be informed about the same at the time of agreement.

ARTICLE-19
FORMATION OF ASSOCIATION OF ALLOTTEES AND CONSENT OF ALLOTTEES

- 19.1 The **PROMOTER** shall take the following steps to enable formation of an Association of **ALLOTTEES** under section 11(4) (e) of the Act:-

 
For "M/s. AADYA DEVELOPERS"
Rep.by Its Managing Partners
Sri N. NANDANANDAN REDDY
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- 19.2 With respect to a real estate project, the **PROMOTER** shall submit an application to the Registrar for registration of the Association of **ALLOTTEES** as a society under the Telangana /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 **ALLOTTEES** in such a project have taken possession and the **PROMOTER** has received the full consideration from such **ALLOTTEES**. All the **ALLOTTEES** on payment of full consideration shall become members of such Association of **ALLOTTEES** formed by the **PROMOTER**. However the **ALLOTTEE** shall cooperate to the **PROMOTER** and sign necessary applications, petitions, for forming an association.
- 19.3 The association will have to be formed as per the above clause, however the decision with regard to continuation of maintenance by **PROMOTER**, will at that point of time vest with the Association. If the **PROMOTER** fails to form the Association of **ALLOTTEES**, the Authority shall by an order direct the **PROMOTER** to apply for formation of such Association or may authorize the **ALLOTTEES** to apply for formation of the said Association.
- 19.4 Notwithstanding any other rule, after conveying the title to the Association of **ALLOTTEES** under Section 17, the **PROMOTER** shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment 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 **PROMOTER** without any restriction or entry of the building and development of common areas.
- 19.5 The Association of the Project shall represent itself independently to the **PROMOTER** and shall not be a part of any other association of any other adjoining Projects in this Development or any other Development.



For "M/s. AADYA DEVELOPERS"
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**ARTICLE-22
BINDING EFFECT**

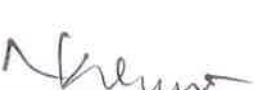
- 22.1 Forwarding this Agreement to the **ALLOTTEE** by the **PROMOTER** does not create a binding obligation on the part of the **PROMOTER** or the **ALLOTTEE** until, firstly, the **ALLOTTEE** signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the **ALLOTTEE** and Thirdly, appears for registration of the same before the concerned Sub-Registrar Uppal, Medchel-Malkajgiri Dist, as and when intimated by the **PROMOTER**. If the **ALLOTTEE/S** fails to execute and deliver to the **PROMOTER** this Agreement within 30 (thirty) days from the date of its receipt by the **ALLOTTEE** and/or appear before the Sub-Registrar for its registration as and when intimated by the **PROMOTER**, then the **PROMOTER** shall serve a notice to the **ALLOTTEE** for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the **ALLOTTEE**, application of the **ALLOTTEE** shall be treated as cancelled and all sums deposited by the **ALLOTTEE** in connection therewith including the booking amount shall be returned to the **ALLOTTEE** without any interest or compensation whatsoever after deducting the administration charges and any other expenses incurred by the **PROMOTER**.

**ARTICLE-23
ENTIRE AGREEMENT**

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

**ARTICLE-24
RIGHT TO AMEND**

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


For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
Sri N. NANDANANDAN REDDY
Sri. CH. LOVE KUMAR

ARTICLE-25



PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES/ASSIGNMENT

- 25.1 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of the Schedule B Property and the Project shall equally be applicable to and enforceable against and by any subsequent **ALLOTTEES** of the Schedule B Property, in case of a transfer, as the said obligations go along with the Schedule B Property for all intents and purposes. The **ALLOTTEE** shall not be allowed to assign his/her/their rights under this Agreement, prior to registration of the Sale Deed. The **PROMOTER** may at its discretion give consent to the **ALLOTTEE** to transfer or assign his/her/their rights under this Agreement to anyone, subject to the provisions of this Agreement and on charging an assignment fee of 5% of the entire Sale Price and Other Charges. The **PROMOTER** may grant such consent, provided at the time of such assignment the **ALLOTTEE/s** has paid all amounts mentioned in this Agreement (and all other writings and deeds that may be executed herewith), in respect of the Schedule B Property till the said date of assignment. Further in the event of such assignment, the **PROMOTER** shall not be liable to pay any compensation/damages to the **ALLOTTEE/s** and/or the proposed Assignee.

ARTICLE-26

WAIVER NOT A LIMITATION TO ENFORCE

- 26.1 The **PROMOTER** may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the **ALLOTTEE** in not making payments as per the Payment Plan [Schedule D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the **ALLOTTEE** that exercise of discretion by the **PROMOTER** in the case of one **ALLOTTEE** shall not be construed to be a precedent and /or binding on the **PROMOTER** to exercise such discretion in the case of other **ALLOTTEES**.
- 26.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.



For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
Sri N. NANDANANDAN REDDY
Sri. CH. LOVE KUMAR

**ARTICLE-27
SEVERABILITY**

- 27.1 If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under 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.

**ARTICLE-28
METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN
THE AGREEMENT**

- 28.1 Wherever in this Agreement it is stipulated that the **ALLOTTEE** has to make any payment, in common with other **ALLOTTEE(s)** in Project, the same shall be the proportion with the built up area, balcony area, verandah area, common areas and parking area of the Schedule B Property bears to the total built up area of all the Schedule B Property in the Project.

**ARTICLE-29
FURTHER ASSURANCES**

- 29.1 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.

**ARTICLE-30
PLACE OF EXECUTION**

- 30.1 The execution of this Agreement shall be complete only upon its execution by the **PROMOTER** through its authorized signatory at the **PROMOTER** Office, or at some other place, which may be mutually agreed between the **PROMOTER** and the **ALLOTTEE**, in Hyderabad, after the Agreement is duly executed by the **ALLOTTEE** and the **PROMOTER** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar Uppal. Hence this Agreement shall be deemed to have been executed at Hyderabad.


For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
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**ARTICLE-31
NOTICES**

- 31.1 That all notices to be served on the **ALLOTTEE** and the **PROMOTER** as contemplated by this Agreement shall be deemed to have been duly served if sent to the **ALLOTTEE** or the **PROMOTER** by Registered Post at their respective addresses specified below:

ALLOTTEE:

Name: _____
Address: _____

PROMOTER

Name: "M/s. AADYA DEVELOPERS"

Address: Office at R/o 16-2-141/4, Akbarbagh, New Malakpet, Hyderabad

It shall be the duty of the **ALLOTTEE** and the **PROMOTER** 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** or the **ALLOTTEE**, as the case may be.

**ARTICLE-32
SAVINGS**

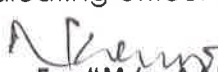
- 32.1 Any application letter, allotment letter, agreement, or any other document signed by the **ALLOTTEE**, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be,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

**ARTICLE-33
GOVERNING LAW**

- 33.1 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 there under including other applicable laws of India for the time being in force.

**ARTICLE-34
DISPUTE RESOLUTION**

- 34.1 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.


For "M/s. AADYA DEVELOPERS"
Rep. by its Managing Partners
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SCHEDULE "A" PROPERTY

Plot No.23, part of land admeasuring 179.75 Sq.Yds and Plot No.24, part of land admeasuring 181.75 Sq.yds, total land admeasuring 361.5 Sq.Yds or 302.26 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-III), hereinafter called the Schedule-A-Property, and Plot No.20, land admeasuring 321.00 Sq.Yds or 268.35 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-III), hereinafter called the Schedule-B-Property), and Plot No.23, part of land admeasuring 20.25 Sq.Yds and Plot No.24, part of land admeasuring 20.25 Sq.yds, total land admeasuring 40.5 Sq.Yds or 33.85 Sq.Mtrs, in Survey Nos.611 and 623, (Green County Phase-III), hereinafter called the Schedule-C-Property, thus in all total land admeasuring 723.00 Square yards, in Survey Nos.611 and 623, Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District.

North : 33' Wide Road
South : 33' Wide Road
East : Plot Nos.21 & 22 of Phase-III
West : Neighbours land


SCHEDULE "B" PROPERTY

(DESCRIPTION OF APARTMENT HEREBY CONVEYED)

All that Residential Flat/Apartment No.____ in ____ Floor, _____ type, having Carpet Area of _____ square feet, exclusive balconies and service area of _____ square feet and proportionate common area of _____ square feet, totally having a saleable area of _____ square feet along with car parking space in the Stilt floor admeasuring about _____, along with undivided share of land admeasuring _____ Square feet or _____ Square yards, in the Project namely "**AADYA PRIDE**" out of **total land admeasuring 723.00 Square yards, in Survey Nos.611 and 623**, Situated at Thurkapaly Village and Grampanchayath, Shamirpet Mandal & Sub-Dist: Shamirpet, Medchal-Malkajgiri District and the apartment is bounded by :

North :
South :
East :
West :

(The **PROMOTER** will transfer the pro rate share of right to use of the common areas of the building and undivided right, share, title, interest and ownership in the Schedule "A" Property, in favour of the **ALLOTTEE** or the Association of the **ALLOTTEE/S**, in accordance with Section 17 of the Act or as may be permitted by law.)


For "M/s. AADYA DEVELOPERS"
Rep.by its Managing Partners
Sri N. NANDANANDAN REDDY
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SCHEDULE "C"
FLOOR PLAN OF THE APARTMENT


SCHEDULE "D"
Payment Plan

*Amounts excluding/including GST

The sale consideration shall be paid by the Alottee in the following manner;

Installment No.	Stage of Construction	Amount in Rs	Details of Stage of Construction
1	Stage 1 (20%)		Booking Amount
2	Stage 2 (20%)		Cost of land and land development to be paid Within one month from the date of booking Completion of footings, foundations
3	Stage 3 (30%)		On Completion Slab, brick work
4	Stage 4 (20%)		On completion of plastering and flooring
5	Stage 5 (10%)		On completion of electrical work and other Finishing works

For the purpose of the aforementioned clause completion of the upper cellar slab for a given building or block shall be construed as the commencement of all the flats, irrespective of the floor number, in that building or block.


For "M/s. AADYA DEVELOPERS"
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SCHEDULE "E"
SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PAART OF THE APARTMENT)

STRUCTURE	R.C.C. FRAMED STRUCTURE WITH M-25 GRADE CONCRETE AND FE 415 GRADE TMT STEEL , DESIGNED AS RELEVANT BIS CODES FOR STRUCTURALLY SAFETY
WALL	ACC BLOCKS ALL EXTERNAL WALLS WITH 6" SOLID BLOCKS AND INTERNAL WALLS WITH 4" BLOCKS
PLASTERING	DOUBLE COAT SPONGE FINISH FOR INTERNAL & EXTERNAL WALLS
FLOORING	24"X24" VITRIFIED TILES FLOORING WITH 4" SKIRTING ALL AROUND.
DOORS	TEAK WOOD FRAMES WITH TEAK DOOR FOR MAIN DOOR AND TEAK WOOD FRAME FOR OTHER DOORS WITH DESIGNER SKIN MOLDED SHUTTERS/FLUSH DOOR SUTTERS. UPVC/WPC FRAMES AND DOORS FOR BATH ROOMS.
WINDOWS	UPVC WINDOWS WITH GLASS AND SAFETY GRILLS.
ELECTRICAL	CONCEALED COPPER WIRING WITH FINE CAB, FINOLEX, ANCHOR, ANCHOR ROMA, ANCHOR PENTA, HAVELLS CRABTREE, GM MODULAR, PANASONIC, ABB ZENIT INDIA, WIPRO NORTH WEST , GOLD MEDAL OR EQUIVALENT MAKE MOUDULAR SWITCHES.
PLUMBING	DRAINAGE THROUGH SWR PIPES AND WATER SUPPLY THROUGH CPVC PIPES 24hrs WATER SUPPLY WITH BOREWELL ALSO PROVIDED.
PAINTING	TWO COATS OF LUPPAM FOR ALL INTERNAL WALLS WITH TWO COATS OF ASIAN PAINT OBD OVER ONE COAT OF PRIMER.
TOILETS	BATH FITTINGS , HINDWARE, PARRYWARE, CERA, JOHNSON, DELTA, AMERICAN STANDARD OR EQUIVALENT SANITARY FITTINGS, 12x12 ANTI SKID, CERAMIC TILES FLOORING AND CERAMIC TILES DADO WITH EDGE PROFILES UP TO 7'10" HEIGHT
KITCHEN	GRANITE KITCHEN PLATFORM WITH STEEL SINK, 2' HEIGHT DADOING WITH GLAZED TILES ABOVE COOKING PLATFORM WILL BE PROVIDED. EXHAUST FAN PROVISION WILL BE GIVEN.
STAIRCASE/CORRIDORS:	GRANITE FLOORING WITH STEEL RAILING.
LIFT	6 PASSENGERS CAPACITY LIFT (OTIS/KONE/SNEHA/THYSSENKRUPP/JOHNSON/EPIC/FUJITEC)
PARKING TILES	ANTI SKID
TRANSFORMER	AS PER THE GUIDANCE OF TSSPDCL
POWER BACK-UP	POWER BACK-UP FOR CORRIDORS & ELEVATORS




IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for Sale at Hyderabad in the presence of attesting witness, signing as such on the day first above written. SIGNED AND DELIVERED BY THE WITHIN NAMED:

ALLOTTEE:

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

PROMOTER:

(1) Signature (Authorized Signatory) _____

(N. NANDAN NANDAN REDDY
(HANS)

Name N. NANDAN NANDAN REDDY

Address R/O. 16-2-141/4, AKBAR BAGH, NEW MALAKPET,
HYDERABAD.



At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____

Name K. SUMAN KUMAR.

Address R/O. 18-43/10/4/2, BALAJI HILLS COLONY, Uppal, HYD-39.

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(2) Signature _____

Name A. Venkata Lakshmi

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