

Annexure
[See Rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 20__ at Hyderabad,

By and Between

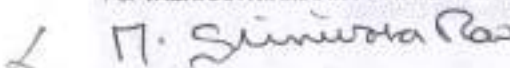
1. **M/s. VAZHRAA NIRMAAN PRIVATE LIMITED** (CIN No. U45209TG2007PTC056618), a private limited company incorporated under Part IX of the Companies Act, 1956 (No.1 of 1956) having its registered office at Flat No. 102 & 103, Bhavana Enclave, HIG 451 & 452, KPHB Colony, HYDERABAD- 500 085 (PAN No. AAGCA8313F), represented by its Joint Managing Director and Director:

Sri MIKKILINENI SRINIVASA RAO, S/o Sri M NAGESWARA RAO, aged about 55 Years, Occupation: Business, R/o Villa No. 194, Indu Fortune Fields, 13th Phase, KPHB Colony, Kukatpally, Hyderabad - 500 085 (Adhaar No. 8281 8009 3849).

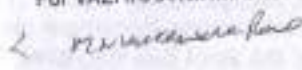
Sri MANDAVA NAGA VENKATESWARA RAO Son of Sri. M SUBBA RAO, aged about 59 Years, Occupation: Business, Resident of Villa No. 232, Indu Fortune Fields, 13th Phase, KPHB Colony, Kukatpally, Hyderabad - 500 085. Aadhaar No. 9119 7531 7842

authorized vide board resolution dated 6th December, 2021,

For VAZHRAA NIRMAAN PRIVATE LIMITED


JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED


DIRECTOR

VAZHRAA NIRMAAN PRIVATE LIMITED

30/12/2021

JOINT MANAGING DIRECTOR

2. Dr.MANDAVA SUBHAS CHANDRA BOSE, S/o Late M BHASKAR RAO, aged about 71 years, Occupation: Doctor, R/o House No. 12-2-824/A/1, Santoshnagar Colony, Mehdiapatnam, Hyderabad.
3. Dr.MANDAVA ANIL, S/o. Dr.MANDAVA SUBHAS CHANDRA BOSE, aged about 40 years, Occupation: Doctor, R/o House No. 12-2-824/A/1, Santoshnagar Colony, Mehdiapatnam, Hyderabad.
4. Smt. B. SANTOSHA, W/o Sri. B RAM REDDY, aged about 53 years, Occupation: House Wife, R/o House No.4-12-343, Bhagyalatha Colony, B D L Colony, Vanasthalipuram, Hyderabad- 500070.

All three (2 to 4 above) represented by their DAGPA holder M/s VAZHRAA NIRMAAN PRIVATE LIMITED through its Joint Managing Director and Director SRI MIKKILINENI SRINIVASA RAO and Sri MANDAVA NAGA VENKATESWARA RAO.

Hereinafter referred to as the "Promoter" of the First Part (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor in interest, and permitted assigns).

AND

Sri _____, S/o. Sri _____, aged about 3 _____ years,
Occupation: Service, resident of _____
Aadhaar no. _____, PAN No. _____

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

DEFINITIONS:

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

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

WHEREAS:

- A. The Promoter No.1 herein is the lawful owner and peaceful possessor of the Land in Survey No. 182 part, area Ac. 0-10 Guntas and Survey No. 184 part, area 0-10 guntas, total area Ac. 0-20 Guntas, situated at Manikonda Jagir village, Rajendranagar Mandal, Ranga Reddy District, Telangana, having purchased the same under registered sale deed bearing document No. 7262 of 2017, dated: 23-Aug-2017, registered in the office of the Sub-Registrar, Serilingampalli, Ranga Reddy District, Telangana.

The No.2 of First Part herein is the absolute owner and peaceful possessor of the Land in Survey No. 182 part, area Ac. 1-00 Guntas and Survey No. 184 part, area 0-34 guntas, total area Ac. 1-34 Guntas, situated at Manikonda Jagir village, Rajendranagar Mandal, Ranga Reddy District, Telangana, having purchased the same under registered sale deed bearing document No. 7616 of 1996, dated: 09-Sep-1996, registered in the office of the Joint Sub-Registrar, R.O., Ranga Reddy District.

DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivasa Rao

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivasa Rao

DIRECTOR

The No.2 First Part herein is the absolute owner and peaceful possessor of the Land in Survey no.182 part, area Ac. 0-32 Guntas and Survey No.184 part, area Ac.0-28 guntas total area Ac. 1-20 guntas situated at Manikonda Jagir Village, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, having obtained the same jointly with No.3 of First Part by virtue of registered gift deed bearing document no. 8249 of 1999, dated: 07-Dec-1999, registered in the office of the Joint Sub-Registrar, R.O., Ranga Reddy District, Telangana.

The No.3 of First Part herein is the lawful owner and peaceful possessor of the Land in survey no.182 part, area Ac. 0-22 Guntas and Survey No. 184 part, area Ac. 0-18 Guntas, total extent of land Ac. 1-00 Guntas situated at Manikonda Jagir Village, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, having obtained the same jointly with No.2 of First Part by virtue of registered gift deed bearing document no. 8249 of 1999, dated: 07-Dec-1999, registered in the office of the Joint Sub-Registrar, R.O., Ranga Reddy District, Telangana.

The No.4 of First Part herein is the lawful owner and peaceful possessor of the Land in Survey no.184/E, area Ac. 0-03 Guntas situated at Manikonda Jagir, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, vide pattadar passbook no. 391432 & Title Deed No. 367683.

The No.2& 3 of First Part with an intention to develop their land in to apartments entered in to a Development Agreement-cum-GPA with Promoter No.1, a private limited company, vide registered DAGPA document No. 7402 of 2017 dated 23-Aug-2017 registered at Sub Registrar Office, Serilingampalli, Ranga Reddy District.

The No.4 of First Part with an intention to develop her land in to apartments entered in to a Development Agreement-cum-GPA with Promoter No.1, a private limited company, vide registered DAGPA document No. 7686 of 2017 dated 9-Sep-2017 registered at Sub Registrar Office, Seri Lingampalli, Ranga Reddy District.

The Promoter No. 1 being the owner of the land in survey nos.: 'part of 182 (Ac.0-10 Guntas)' & 'part of 184 (Ac.0-10 Guntas)' situated at Manikonda Jagir, Rajendra Nagar Mandal, Ranga Reddy District, Telangana, has agreed to combine the said land with the property of the No. 2, 3 & 4 of First Part for construction of the proposed building complex and carryout the construction on combining all the properties making the total land extent to Ac.4-37 guntas.

The Promoters have obtained permission from the Hyderabad Metropolitan Development Authority (HMDA) for construction of Apartment Complex, consisting of Residential Blocks A, B & C and the Amenities Block (Club House), vide sanction letter LR No. 000786/SKP/R1/U6/HMDA/08052017, Dated 24-Mar-2018 & Gram Panchayat order no. GP/MKD/BP/No.173/2018 dated 31-Mar-2018 and Block D vide sanction letter No. 034639/SKP/R1ru6/HMDA/27022020 dated 06-Jul-2021 & Manikonda Municipality order no. MC/MNK/TP/19/2021-2022, dt: 13-Sep-2021.

However, Promoters have applied to HMDA for deletion of the 60' wide master plan road that is passing thru' the schedule property as per the HMDA/CDA master plans and on deletion of the road the Promoters will go for revision of the plan to include Two more residential blocks, namely Block - E and Block - F, in the Schedule land of Ac.4-37 Guntas and VENDEES have given their consent for the same. The Promoters have placed all the relevant documents of title, sanction plans, permissions before the

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Suresh Rao

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

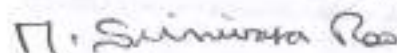
H. V. Suresh Rao

DIRECTOR

ALLOTTEES, and the ALLOTTEES having gone through all the said documents satisfied himself/herself about the title and the right of the Promoter to construct the proposed residential complex and have agreed to purchase the schedule Apartment from the Promoters;

- B. The Said Land is earmarked for the purpose of building a residential project, comprising Six Multistoried Apartment buildings and the Amenities Block (Club House) and the said project shall be known as 'VAZHRAA VIHARI';
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The Manikonda Jagir Gram Panchayat has granted the commencement certificate to develop the Blocks A, B & C and Amenities block vide approval GP/MKD/BP/No.173/2018 dated 31-Mar-2018; and Manikonda Municipality granted the commencement certificate to develop the Block D vide approval MC/MNK/TP/19/2021-2022 dated 13-Sep-2021.
- E. The Promoter has obtained the sanctioned plan and approvals for the Project for the apartment buildings, consisting of Residential Blocks A, B, C & D and the Amenities Block (Club House), from Hyderabad Metropolitan Development Authority (HMDA) and the Promoter has yet to apply and get the sanction for Residential Blocks E & F. 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;
- F. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on 20-Feb-2019 under registration no. P02400000345;
- G. The Allottees had applied for an apartment in the Project vide Booking Form no. _____ dated _____ and has been allotted Apartment no. _____ having carpet area of _____ sq. feet, balconies & wash areas of _____ sq. feet and common areas (including outside wall thickness area) of _____ sq. feet, totally having a saleable area of _____ sq. feet, type _____, on _____ floor in Block - D along with _____ car parking space of _____ sq. ft, demarcated as _____ in _____ parking area, 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);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. 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;
- K. 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

For VAZHRAA NIRMAAN PRIVATE LIMITED


N. Srinivasa Rao
JOINT MANAGING DIRECTOR
DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED


H. N. Srinivasa Rao
DIRECTOR
DIRECTOR

Allottees hereby agrees to purchase the Apartment and the garage/covered parking as specified in para G.

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

1. TERMS:

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase, the Apartment as specified in para G.

1.2. The Total Price for the Apartment based on the Saleable area is Rs. _____/- (Rupees _____ only) including GST.

PRICE BREAKUP FOR THE APARTMENT	
Block No	D
Floor No in the Block	
Apartment Number	
Apartment Type (2BHK/3BHK)	___ BHK
Saleable Area [Carpet Area: 860 sft; Wash & Balcony Area: 103 sft; Common Area (including outside wall thickness area): 357 sft]	___ sft
Base Price @ Rs. ___ - /- per sft	-
Preferential Location Charges @ Rs. ___ - /- per sft	-
Car Parkings (One/Two – back to back)	One
Amenities	-
Cost of the Apartment	___/-
GST (as applicable)	___/-
Total price	___/-
Corpus Fund @ Rs.40/- per sft.	___/-
Maintenance Charges @ Rs.2.50 per sft for 24 months	___/-
GST on Corpus Fund & Maintenance (as applicable)	
Grand Total	___/-

Explanation:

- The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the Apartment;
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods & 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 to the Allottees 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

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

[Signature]

DIRECTOR

amount payable by the Allottees 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 Allottees provided that Stamp Duty, Registration fee, mutation charges shall be paid by the Allottees as per actuals over and above the total price.

(iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) and (ii) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees 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 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 and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottees 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 Allottees 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 Allottees, 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 Allottees.

1.4. The Allottees(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 Allottees by discounting such early payments @ 10% 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 Allottees 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' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, 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 VAZHRAA NIRMAMAN PRIVATE LIMITED

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAMAN PRIVATE LIMITED

DIRECTOR

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. The Promoter shall confirm to the final Saleable area that has been allotted to the Allottees 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 Saleable Area. The total price payable for the Saleable Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Saleable Area then the Promoter shall refund the excess money paid by Allottees 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 Allottees.

If there is any increase in the Saleable Area, which is not more than three percent of the Saleable Area of the apartment, allotted to Allottees, the Promoter may demand that from the Allottees 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 Allottees shall have the right to the Apartment as mentioned below:

- (i) The Allottees shall have exclusive ownership of the Apartment;
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees 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;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, 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 and the Project;
- (iv) The Allottees has the right to visit the project site to assess the extent of development of the project and his apartment with prior appointment with the Promoter at all reasonable times.

- 1.9. It is made clear by the Promoter and the Allottees agrees that the Apartment along with _____ 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 Allottees (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. However, for viability of facilities like supermarket, saloons & food courts etc. in Amenities Block, access to such areas will

For VAZHRAA NIRMAAN PRIVATE LIMITED

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

DIRECTOR

be provided from public road for outside consumers without allowing them into 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 therefore by such authority or person.

- 1.11. The Allottees has paid a sum of Rs. _____/- (Rupees _____ only) through _____, dt: _____ as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:
Provided that if the Allottees 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 Allottees 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 'Vazhraa Nirmaan Private Limited' payable at Hyderabad.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottees, 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 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 Allottees 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.

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao
JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

H. V. Srinivas Rao
DIRECTOR

JOINT MANAGING DIRECTOR

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees 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 Allottees 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 Allottees only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottees authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottees against the Apartment, if any, in his/her name and the Allottees 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 to the Allottees 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 Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. 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 Telangana State Building Rules 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:

7.1 **Schedule for possession of the said Apartment -** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottees 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 by _____ 20____ with a grace period of 6 (six) months, and possession of the Project as per sanctioned plan (Blocks D) along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before _____ 20____ with a grace period of 6(six) months, 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 Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees 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

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivasa Rao

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

H. Vasanth Kumar

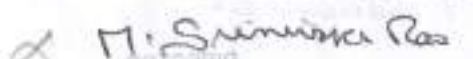
DIRECTOR

the Promoter shall refund to the Allottees the entire amount received by the Promoter from the allotment within 90 days from that date.

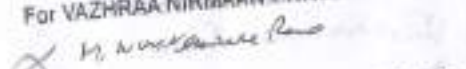
The promoter shall intimate the Allottees about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged 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, to the Allottees 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 Allottees 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. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottees 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 Allottees 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 Allottees or any authority or third party on whom the promoter has no control. The Allottees, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees.
- 7.3 **Failure of Allottees to take Possession of Apartment** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottees 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 Allottees. In case the Allottees fails to take possession within the time provided in para 7.2, such Allottees shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by the Allottees**- After obtaining the occupancy certificate* and handing over physical possession of the Apartment 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 Allottees**- The Allottees shall have the right to cancel/withdraw his allotment in the Project only as provided in the Act:
Provided that where the Allottees 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 Allottees shall be returned by the promoter to the Allottees 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 Allottees 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

For VAZHRAA NIRMAAN PRIVATE LIMITED


M. Srinivasa Rao
DIRECTOR
JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED


M. Srinivasa Rao
DIRECTOR

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 The Promoter hereby represents and warrants to the Allottees as follows:

- (i) 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;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said land or Project except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter 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 Allottees created herein, may prejudicially be affected;
- (vii) 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 which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) 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, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the association of Allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Suresh Kumar

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JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. N. Suresh Kumar

DIRECTOR

acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project except those disclosed in the title report.

8.2 The Allottees/s or himself/themselves with intention to bring all persons into whosever hands the Apartment may come, hereby covenants with the Promoter as follows:-

- (i) To maintain the Apartment at the Allottees'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.
- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, 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 Allottees in this behalf, the Allottees shall be liable for the consequences of the breach.
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottees 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 Allottees committing any act in contravention of the above provision, the Allottees shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair 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 columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company.
- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- (vi) Not to 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.
- (vii) Pay to the Promoter within fifteen days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated.

For VAZHRAA NIRMAAN PRIVATE LIMITED

 *P. Suresh Kumar Rao*

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

 *N. V. Srinivasan*

DIRECTOR

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- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottees for any purposes other than for purpose for which it is sold.
- (ix) The Allottees shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottees shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (x) Till a conveyance of the common areas, services and amenities of the building/Project in which Apartment is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Allottees shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xi) Till a conveyance of the common areas, services and amenities of the building/project in which Apartment is situated is executed in favour of Apex Body/Federation/Association and till all the total built-up area/units are sold off, the Allottees shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottees within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
 - (ii) Discontinuance of the Promoter's 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, Allottees is entitled to the following:
- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottees stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
 - (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the apartment, along with interest at the

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao
DIRECTOR
JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao
DIRECTOR

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 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 Allottees within ninety days of it becoming due.

9.3 The Allottees shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for 3 consecutive demands (with one month gap between successive 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;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment 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 days prior to such termination. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Apartment/Plot to another purchaser, whichever is later.

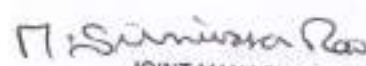
10. CONVEYANCE OF THE SAID APARTMENT: The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee. [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]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

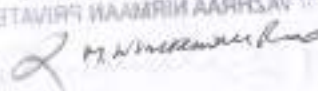
11.1 The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the apartments/buildings in their respective occupation. The facilities like Club House and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The Club House and its services shall be subject to user charges as may be fixed by the Management of the Club House or as the case may be the service provider, from time to time.

11.2 All other infrastructural facilities, including the equipment like lift, elevator, 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 Allottees, the Promoter shall be the occupant in respect of any apartment/building.

For VAZHRAA NIRMAAN PRIVATE LIMITED


JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED


DIRECTOR

12. DEFECT LIABILITY:

12.1 It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

- a. Equipment (lifts, generator, motors, STP, transformers, gym equipment etc) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association /society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturers' guarantees/warranties to the Allottees or association of Allottees as the case may be.
- b. Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.
- c. Allowable structural and other deformations including expansion quotient.
- d. The terms of work like painting etc. which are subject to wear and tear.

12.3 The 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 developers shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Allottees or the association of the Allottees as the case may be.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS:** 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 Allottees agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the VAZHRAA VIHARI, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

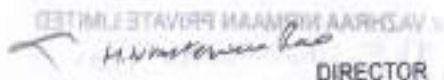
15.1 Subject to para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or

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the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottees 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 Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottees shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottees 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 Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES: The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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

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

19. FORMATION OF ASSOCIATION OF ALLOTTEES AND CONSENT OF ALLOTTEES: The Promoter shall take the following steps to enable formation of an Association of Allottees under section 11(4)(e) of the Act:-

- a) with respect to a real estate project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottees as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total 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.
- b) 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.

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao

JOINT MANAGING DIRECTOR

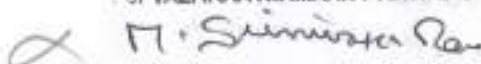
For VAZHRAA NIRMAAN PRIVATE LIMITED

H. Srinivas Rao

DIRECTOR

- c) 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 Allottees without any restriction or entry of the building and development of common areas.
- 20. BINDING EFFECT:** Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar, Serilingampalli as and when intimated by the Promoter. If the Allottees(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees 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 Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.
- 21. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.
- 22. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.
- 23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 24. WAIVER NOT A LIMITATION TO ENFORCE:**
- 24.1** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottees in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 24.2** Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 25. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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

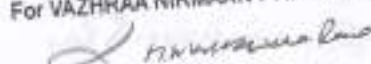
For VAZHRAA NIRMAAN PRIVATE LIMITED



DIRECTOR

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED



JOINT MANAGING DIRECTOR

DIRECTOR

or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT: Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees(s) in Project, the same shall be the proportion which the Saleable Area of the Apartment bears to the total Saleable Area of all the Apartments in the Project.

27. FURTHER ASSURANCES: Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees, in Hyderabad after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Serilingampalli. Hence this Agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES: That all notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottees : Sri _____

Allottees Address :

Promoter name : M/s Vazhraa Nirmaan Private Limited

Promoter Address: Flat No. 102 & 103, Bhavana Enclave, HIG 451 & 452, KPHB Colony, HYDERABAD- 500 085

It shall be the duty of the Allottees 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 Allottees, as the case may be.

30. JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottees whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the Allottees, in respect of the apartment prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW: That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the

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Rules and Regulations made there under including other applicable laws of India for the time being in force.

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

34. **CLUB HOUSE (Amenities Block):**

- 34.1 The Club House is for the total project in Ac.4-37 Guntas and will have access and rights to all the residents of Blocks – A, B, C, D, E, F, etc. Ground/Stilt Floor (excluding common areas such as pool area), First Floor and Second Floor area along with the proportionate common areas, car parking spaces and undivided share of land, shall be the exclusive property of the Promoter. In case of Third Floor and Fourth Floor, the built-up area along with the proportionate common areas, car parking spaces and undivided share of land, will be transferred to the Association of Allottees with ownership rights.

- 34.2 The maintenance of the Club House and Swimming Pool shall be taken care by the Association of Allottees. The Promoters or its nominees, tenants will pay the maintenance charges for Ground/Stilt Floor (excluding common areas such as pool area), First Floor and Second floor in proportionate to their usage of the common facilities and services on per SFT basis to the Association of Allottees. The Association of Allottees, Allottees or residents of the VAZHRAA VIHARI on their part will allow access to common public, other than the residents of VAZHRAA VIHARI, to the common facilities/amenities provided in the Ground/Stilt Floor (excluding common areas such as pool area), First Floor and Second Floor. The parking for such common public is provided in open space in front of the Amenities Block.

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivas Rao

DIRECTOR

DIRECTOR

VAZHRAA NIRMAAN PRIVATE LIMITED

JOINT MANAGING DIRECTOR

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees: (including joint buyers)

(1) Signature _____
Name: _____

Address: _____

(2) Signature _____

Please affix

Name: _____

Address: _____

Please affix

photograph and
sign across the

photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature (Authorised Signatory) M. Srinivasa Rao

Name: **Mikkilineni Srinivasa Rao**

Address: Villa No. 194, Indu Fortune Fields, 13th Phase,
KPHB Colony, Kukatpally, Hyderabad - 500 085

(2) Signature (Authorised Signatory) _____

Please affix

Name: **Sri Mandava Naga Venkateswara Rao**

Address: Villa No. 232, Indu Fortune Fields, 13th Phase,
KPHB Colony, Kukatpally, Hyderabad - 500 085

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Srinivasa Rao

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

M. Mandava Naga Venkateswara Rao

DIRECTOR

SCHEDULE 'A'

All that the Apartment No. ____ in ____ floor of Block - D, with saleable area of ____ sq. ft (consisting of Carpet Area: ____ SFT, Balcony & Wash Area: ____ SFT and common area including the outside wall thickness area: ____ SFT) and ____ car parking space of ____ sq. ft each, demarcated as D-____ in ____ parking area, together with proportionate undivided share of land ____ sq.yds or ____ sq. mtrs. (for salable area & car parking(s)) in the complex known as VAZHRAA VIHARI constructed in Survey Nos. 182 part & 184 part situated at Manikonda Jagir Village and Municipality, Gandipet Mandal, Ranga Reddy District, Telangana and bounded by:

BOUNDARIES OF ENTIRE LAND/COMPLEX

NORTH	: Neighbors' land
SOUTH	: 40' wide road & Sy No 184
EAST	: 33' wide road & Sy No 182
WEST	: 40' wide road & Neighbors' land

SCHEDULE 'B'

BOUNDARIES OF APARTMENT NO. ____ IN ____ FLOOR OF BLOCK -D

NORTH	: ____
SOUTH	: ____
EAST	: ____
WEST	: ____

SCHEDULE 'C'

Payment Schedule:

Milestone	Amount
a) Booking Amount	Rs. 2,50,000/-
b) Within 30 days from date of Booking	20% of the total sale value less Booking Amount + GST
c) On completion of slab of the concerned flat	40% of the total sale value + GST
d) On completion of concerned flat brick work	10% of the total sale value + GST
e) On completion of concerned flat plastering work	10% of the total sale value + GST
f) On completion of concerned flat flooring work	15% of the total sale value + GST
g) At the time of handing over	05% of the total sale value + GST

For VAZHRAA NIRMAAN PRIVATE LIMITED

A. M. Suman Reddy

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAAN PRIVATE LIMITED

[Signature] DIRECTOR

VAZHRAA NIRMAAN PRIVATE LIMITED

JOINT MANAGING DIRECTOR

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

Structure	Reinforced Cement Concrete Framed Structure designed to withstand wind and seismic loads
Super Structure	6" External wall and 5" internal wall with quality AAC Blocks with jointing mortar
Finishes	
Internal	Smooth plastered surface treated with Birla Wall Care/JK Putty and painted with emulsion of reputed make
External	Texture surface with weather proof paint of reputed make.
Flooring	
All Rooms	800 x 800mm vitrified tiles of reputed make
Toilets/Wash Area	Anti skid ceramic tiles for toilets and balconies
Doors & Windows	
All Doors	Imported wood door frame and flush shutter with veneer & melamine polish on both sides, fitted with good quality hardware and locking system of reputed make
Windows& French Doors	UPVC Frames with plain glass and additional mosquito screen
Kitchen	Cooking Platform of Granite and Stainless Steel sink with water tap & Provision for water purifier
Water Supply	Adequate water supply for all flats with overhead Tank and underground sump
Tile Dadoing	
Kitchen	Digital glazed ceramic tile dado up to 2' height above kitchen platform
Toilet	Digital glazed ceramic wall tile dado up to 7' height of reputed make
Utility/Wash	Glazed ceramic tile dado up to 3' height
Electrical	3 Phase power supply for each individual flat - PVC Piping of Sudhakar or equivalent make - Concealed copper wiring of Polycab or equivalent make - AC points for all Bed rooms - Power points for cooking range, chimney, microwave, refrigerator, mixer, grinder in kitchen and Geyser point in Toilets - Modular switches of legrand or equivalent make
Vertical Circulation	Lift of Schindler or equivalent make as per design / Approval
Power Backup	100% Generator Backup
Parking	Adequate car parking is available
Sallent Features	- Vaastu Compliant designs - Exclusive Fire Fighting System 100%Generator backup - Water from HMWSSB - Sewage Treatment Plant - Piped Gas
Amenities	Club House of built-up area equivalent to 3% of the total residential area as per HMDA norms

For VAZHRAA NIRMAMAN PRIVATE LIMITED

JOINT MANAGING DIRECTOR

For VAZHRAA NIRMAMAN PRIVATE LIMITED

DIRECTOR