

AGREEMENT FOR SALE

This AGREEMENT FOR SALE is made and executed on thisday of
....., 20..... at Hyderabad

By and Between

1. **MRS. MANYAM SHOBHA RANI** W/o. Late Mr. Krishna Reddy, aged about 57 years, R/o. H No. 2-1-75/1, Laxmareddy colony, Uppal, Hyderabad, PAN:AXCPM4037A Aadhar 7204 5752 7916
2. **MR. MANYAM SRINIVAS REDDY**, S/o. Late. Mr. Pratap Reddy, Aged about 55 years, R/o. H.No.1-7-514/1/C Pavithranagar, Musheerabad, PAN:AGBPM0903D Aadhar No:9917 6875 0188
3. **MR. MANYAM SATYANARAYAN REDDY**, S/o. Late. Mr. Pratap Reddy, Aged about 48 years, R/o. H No.2-1-69/A, Raghavendra Colony, Peerzadiguda, Uppal, Hyderabad, PAN:BEMPM0792L Aadhar No: 6764 2112 1640
4. **MR. MANYAM VISHWESHWAR REDDY**, S/o. Late. Mr. Pratap Reddy, Aged about 54 years, R/o. H No.2-1-69/A, Raghavendra Colony, Peerzadiguda, Uppal, Hyderabad, PAN:BQEPM8130N Aadhar No: 4054 1411 0120
5. **MR. BARKAM SHILPADHAR REDDY**, S/o . Mr. B. Sadanand Reddy. Aged about 48 Years, R/o. Opp Appolo Hospitals, No.453, Faculty Quarters 11 MD, Bangalore South, Bannerghatta Road, Bangalore, Karnataka_560076, PAN:AXTPB7371F, Aadhar No.3086 2130 6854
6. **MR.GONE PRABHAKAR REDDY**, S/o. Late Mr. Gone Ram Chandra Reddy, aged about 70 years, R/o.2-1-71/A, Lakshmareddy Colony,Uppal, Hyderabad,TS-500039, PAN :AFBPG2433F, Aadhar No: 6411 1104 9583
7. **MR.VEDURE MAHENDER REDDY** S/o. Late Mr.Vedure Ranga Reddy, aged about 70 years, R/o.2-2-2 Narsimha Nagar, Anuberna, Hyderabad.

For Ramky Viha Properties Pvt. Ltd.

Authorised Signatory

TS-500013,

PAN: ACUPV1183F Aadhar No.4089 6116 8470.

8. **MRS.TUTUKURI JAMUNA REDDY**, W/o. Mr. T Venu Gopal Reddy, aged about 56 years, R/o:H No.50/D, BHEL Township, Ramachandrapuram, Medak Dist, PAN:BEPPT9693L Aadhar No. 6421 3878 0622.
9. **MRS.MENDU MANGAMMA**, W/o.Late Mr. Laxma Reddy, aged about 60 years,R/o:H No.3-33, Basanthnagar, Rajapeta Mandal, Yadadri Dist, Telanagana, PAN :CTGPM1370Q Aadhar No.7757 9770 9015.
10. **MR. FRANCIS EBENENZER**, S/o. Late Mr.Francis Peter, aged about 78 years, R/o : H No.12-7-57, Mettuguda, Secunderabad, PAN:ABBPF5481C Aadhar No.4011 0022 4186.
11. **MR. YEDLA SRISAILAM YADAV**, S/o.Late Mr. Yedla Balaiah, aged about 41 years, R/o.5-40/1, Maktha, Choudariguda, Ghatkesar, Narepalle, Telangana-500088. PAN :ADUPY4414D Aadhar No.9995 2460 5110.
12. **MR.YEDLA MAHESH** S/o.Late Mr. Yedla Jangaiah, aged about 27 years, R/o: 5-40, Maktha, Korremula, Ghatkesar, Narepalle, Telangana-500088. PAN :BDNPY7982A Aadhar No.7360 0023 5539.
13. **MR.GAVVA KESHAVA REDDY**, S/o. Sri. Venkata Krishna Reddy, aged 69 years, R/o. H.No.2-66, Main Road, Suryapet mandal, Near Anjaneva Swamy Temple, Pillala Marri (rural), Nalgonda, TS-508213. PAN :DIWPR9422L, Aadhar No.6279 6005 0328.

(The Owner No.1 to 13 are individually referred to with the respective numbers and are collectively referred as **Owners/Land Owners** and which expression shall mean and include all their representatives, nominees, executors, assignees, legal heirs, etc.,) being Represented by their Development Agreement-cum-GPA Holder **M/s. RAMKY VIHA PROPERTIES PVT. LTD.**, (PAN: AAGCR3142P) a company incorporated under the Companies Act, 2013, having its registered office at 9th Floor, Ramky Grandiose, Gachibowli, Rangareddy District, Telangana, being represented by its Authorised Signatory _____, S/o. _____, Aged about: _____ Years, Aadhar of Authorised Signatory: _____ (Aadhar No: _____).

For Ramky Viha Properties Pvt. Ltd.

For Ramky Viha Properties Pvt. Ltd.

Authorised Signatory

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AND

M/s. **RAMKY VIHA PROPERTIES PVT. LTD.**, (PAN: AAGCR3142P) a company incorporated under the Companies Act, 2013, having its registered office at 9th Floor, Ramky Grandiose, Gachibowli, Rangareddy District, Telangana, being represented by its Authorised Signatory **Sri. Ramesh Reddivari** Aadhar No. of Authorised Signatory : (9707 5438 2517), Hereinafter referred to as the **"DEVELOPER"** and which expression shall mean and include all their representatives, nominees, executors, assignees, legal heirs, etc.) shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, all its representatives, nominees, executors, administrators, successor-in-interest, and permitted assigns).

All the parties mentioned above hereinafter collectively referred to as "First Party/Promoter/Developer"

[AND]

Mr./ Ms., (Aadhar No.....) son / daughter of....., aged about....., residing at....., (PAN no.....), hereinafter called the **"Allottee(s)"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the Allottee(s) and his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

[Please insert details of other Allottee(s)(s), in case of more than one Allottee(s)]

The Promoter and Allottee(s) shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

INTERPRETATIONS / 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 Telangana Real Estate (Regulation and Development) Rules, 2017 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;

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(e) "Section" means a section of the Real Estate (Regulation and Development) Act, 2016

WHEREAS:

A) The land owners Nos.1 to 12 are the absolute Owners and peaceful possessors of all that contiguous land parcel admeasuring to an extent of **61,377.25 sq. yards equivalent to Acres. 12-2725 OR 507.25 guntas** WHICH COMPRISING OF Acres 00-20 Guntas in Survey No. 7/A, Acres 00-04 $\frac{1}{4}$ Guntas in Survey No. 8/AA, Acres 00-12 $\frac{1}{2}$ Guntas in Survey No. 11/AA, Acres 00-13 $\frac{1}{2}$ Guntas in Survey No. 12/AA and Acres 00-04 $\frac{1}{2}$ Guntas in Survey No.13/A, Acres 00-20 Guntas in Survey No. 7/AA, Acres 00-12 $\frac{1}{2}$ Guntas in Survey No. 11/E, Acres 00-13 $\frac{1}{2}$ Guntas in Survey No. 12/E and Acres 00-04 $\frac{1}{2}$ Guntas in Survey No. 13/AA, Acres 00-24 $\frac{1}{4}$ Guntas in Survey No. 8/A, Acres 00-12 $\frac{1}{2}$ Guntas in Survey No. 11/EE, Acres 00-13 $\frac{1}{2}$ Guntas in Survey No. 12/U and Acres 00-04 $\frac{1}{2}$ Guntas in Survey No. 13/EE, Acres 00-20 Guntas in Survey No.7/E, Acres 00-04.25 Guntas in Survey No.8/E, Acres 00-12.50 Guntas in Survey No.11/U, Acres 00-13.50 Guntas in Survey No.12/EE, and Acres 00-04.50 Guntas in Survey No.13/E, Acres 00-00 $\frac{1}{2}$ Gunta in Survey No. 11/A/2, Acres 00-06 Guntas in Survey No. 12/A/2, Acres 00-01 Gunta in Survey No. 13/U/AA, Acres 00-18 Guntas in Survey No. 14/A, Acres 00-30 $\frac{1}{2}$ Guntas in Survey No. 15/A/AA/1, Acres 00-28 $\frac{1}{2}$ Guntas in Survey No. 15/A/A/2 and Acres 00-01 $\frac{1}{2}$ Guntas in Survey No. 15/A/AA/2, Acres 00-17 Guntas in Survey No. 891 and Acres 01-06 Guntas in Survey No. 892, Acres 00-01 Gunta in Survey No. 893/EE/5 and Acres 00-11 Guntas in Survey No. 897/AA/5, Acres 00-09 $\frac{1}{2}$ Guntas in Survey No. 897/AA/6/1/1/1, Acres 00-20 Guntas in Survey No. 897/A and Acres 00-20 Guntas in Survey No. 897/E, Acres 00-07 Guntas in Survey No. 36/A/AA, Acres 00-24 Guntas in Survey No. 37/A/AA and Acres 00-10 Guntas in Survey No. 38/E/AA, Acres 00-07 Guntas in Survey No. 36/A/A, Acres 00-24 Guntas in Survey No. 37/A/A and Acres 00-10 Guntas in Survey No. 38/E/A of Korremula Village, Ghatkesar Mandal, Medchal-Malkajgiri District, Telangana.

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Land Owner No.13 (Mr. Gayva-Keshava Reddy, S/o Sri Venkata Krishna Reddy) is the absolute owner and possessor of the land admeasuring **3388 Square Yards equivalent to Acres 0-28 Or 28 Guntas** which is comprising of Acres 00-00 ½ gunta in Survey No.11/A/1, Acres 00-06 guntas in survey no.12/A/1, Acres 00-01 guntas in survey No.13/U/A, Acres 00-18 guntas in survey no.14/AA, acres 00-02 ½ guntas in survey no.15/A/A/1 of Korremula Village, Ghatkesar Mandal , Medchal Malkajgiri District, Telangana.

B) That the said Property i.e. **total Project** land admeasuring **64765. 25 Sq. Yards**(Ac 13.1525 Gts/535,25 Gts) as mentioned above and forming part of the aforementioned Survey numbers situated at Korremula Village, Ghatkesar Mandal , Medchal Malkajgiri District, Telangana is more fully described in the Schedule annexed hereunder and **hereinafter referred to as SCHEDULE-A-PROPERTY**, were converted under NALA vide Proceedings No. _____ dated _____ issued by Tahsildar and Joint Sub-Registrar, _____, Telangana.

The Promoter approached the Owner with a proposal to develop the Land by developing / constructing the Project comprising of Residential Villas and the Owner having accepted the proposal of the Promoter, have executed a registered Development Agreement cum Irrevocable Power of Attorney bearing DAGPA bearing **Doc/7480/2023** dated 24.07.2023 by Land Owners No. 1 to 12 and DAGPA No. **Doc/8190/2023**, dated 21.08.2023 executed by Land owner No.13 respectively registered with, Sub-Registrar, Narapalli, Medchal-Malkajgiri District, Telangana.

The Promoter has, in furtherance to the Development Agreements, obtained Approval vide Application No. **001516/LO/HMDA/0424/GHT/2025** dated **18 September, 2025** issued by the office of **HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY** _____. The Promoter has, in terms

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of the permissions obtained is developing the project which is named as **THE SPECTRUM**.

WHEREAS, by virtue of the said Development Agreement the LANDOWNERS have granted exclusive rights of development of the said land for construction of Residential Villas, which shall be carried on by the Promoter for consideration and on the terms and conditions agreed under the said Development Agreement.

WHEREAS the Promoter is developing the residential project consisting of Gated Community Residential Villas comprising of **151 Villas + 1 Block** in the said project, as per the permissions obtained from the competent Authority.

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) **OFFICE OF THE HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY** _____ has granted the approval bearing Registration No. _____ dated _____.

E) The Promoter has obtained the final Building Permission /layout plan, sanctioned plan, specifications and all necessary approvals from **HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY** which was subsequently released by the Office of _____ **Municipality**. The Promoter agrees & 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.

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- F) The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority on _____ under registration No. _____.
- G) The Allottee(s) had applied for a Villa in the Project vide application No.....datedand has been allotted Villa No.....having Built-Up area of square feet (With an allowable tolerance of +/- 3% due to construction workmanship and design), totally having a saleable area of _____sq. feet bearing Villa No.____ 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 "Villa" more particularly described in Schedule B and the floor plan of the Villa is annexed hereto and marked as Schedule E);
- 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 Allottee(s) hereby acknowledges and agrees that car parking will be part of the villa itself, and no other car parking provided anywhere else.
- J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the Villa as specified in **Para G.**

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

1. TERMS

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Villa as specified in the above **Para G**.

1.2. The Total Price for the Villa excluding the Registration and Stamp Duty and mutation charges for the Villa based on the Saleable area is Rs. _____ /-(Rupees _____ only) ("Total Price"):

Villa no.....	Rate of Villa Rs.....per square
Built-up Area.....	meter (Rs..... Per sq. foot)*
Unit Price (in rupees)	

The Breakup of the above price is as below:

Particular	Amount (in Rs.)
Cost of the Unit/ Villa	Rs.
Additional Charges	
Unit Price	
Applicable GST on the Unit Price	
Advance Maintenance Charges and Applicable GST	_____/-
Corpus Fund	
Documentation and Legal Charges and applicable GST	
Total Price	_____/-

Explanation

- The Total Price of Villa includes the booking amount paid by Allottee (s) to the Promoter / Developer towards the Villa.
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other 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 Villa to the Allottee(s) and the Project to the Association of Allottee(s) 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(s) to the Promoter shall be increased/ reduced based on such change/ modification. Provided further that if there is any change in the

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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(s); provided that Stamp Duty, Registration Fee, Mutation Charges and such other charges shall be paid by the Allottee(s) as per actuals over and above the total price.

- (iii) The Promoter shall periodically intimate in writing to the Allottee(s), the amount payable as stated in 1.2 above and the Allottee(s) 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(s) 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 Villa includes recovery of price of land, construction of (not only the Villa but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa, water line and plumbing, finishing with paint, tiles, doors, windows, Recurring Maintenance Charges of Two Year and includes cost for providing all other facilities, amenities and specifications to be provided within Villa and the Project.

1.3 The total price is escalation - free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development fee or any other charges/taxes as imposed in future 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(s) for increase in development fee, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rule/ regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development fee 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(s).

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee(s) by discounting such early payments at **9%** per annum for the period by which the respective instalment has been preponed. The provision for allowing the rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

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1.6. It is agreed that the Promoter shall not make any significant additions and alterations in the mentioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Villa without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act. 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 defects. The Association of Allottees shall take 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 built-up area and saleable area that has been allotted to the Allottee(s) after the construction of the building is complete and the completion certificate/occupancy certificate (as applicable) is granted by the competent authority by furnishing details of the changes if any in the built-up area. The total price payable for the built-up area or the saleable area shall be recalculated upon confirmation by the Promoter. If there is a reduction in the carpet area / built-up area within the defined limit, then the Promoter shall refund the excess money paid by the Allottee(s) within 45 days with annual interest at the rate prescribed in the rules from the date when such an excess amount was paid by the Allottee(s). If there is an increase in the built-up area, which is not more than 3 (Three) % of the built-up area of said Villa allotted to the Allottee(s) the Promoter may demand that from the Allottee(s) as per the next milestone of the payment plan as provided in **Schedule-C**. All these monetary adjustments shall be made at the same rate per square meter/foot as agreed in para 1.2 of this agreement.

1.8. Subject to Para 9.3 the Promoter agrees and acknowledges that the Allottee(s) shall have the right to the Villa as mentioned below

- (i) The Allottee(s) shall have exclusive ownership of the (Villa)
- (ii) The Allottee(s) shall also have **undivided proportionate share in the Common Areas**. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter 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

(iii) That the computation of the price of the Villa shall be on the basis of the recovery

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- of price of land, construction of [not only the Villa but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (if required as per approvals or 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 (Villa) and the Project;
- (iv) The Allottee(s) has the right to visit the project site to assess the extent of development of the project and his Villa, as the case may be.

- 1.9 It is made clear by the Promoter and the Allottee(s) agrees that the Villa be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee(s) (like club house). It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the villa to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, 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 Allottee(s) or any liabilities, mortgage loan and interest thereon before transferring the villa to the Allottee(s), 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 persons 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 Allottee(s) has paid a sum of Rs. (Rupees..... only) as booking amount (in instalments or Lump-sum) being part payment towards the total price of the Villa at the time of application, the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Villa as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones/payment plan opted by them, the Allottee(s) 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 account no. _____ favour of _____ Payable at _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility regarding matters specified in Para 3.1 above. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) after the signing of the Agreement for Sale, it shall be the sole responsibility of the Allottee(s) 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(s) and such third party shall not have any right in the application/allotment of the said villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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The Allottee(s) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee(s) against the Villa in his/her name and the Allottee(s) 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 Villa to the Allottee(s) and the Common Areas to the Association of Allottee(s) or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ VILLA: The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Villa 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 (if applicable) and density norms and provisions prescribed by Telangana Building Rules (Formerly A.P. 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 VILLA:

7.1 Schedule for possession of the said Villa - The Promoter agrees and understands that timely delivery of possession of the Villa to the Allottee(s) and the Common Areas to the Association of Allottee(s) or the competent authority, as the case may be, is the essence of the Agreement. If the Allottee(s) defaults in paying the relevant amounts as per the payment plan along with all the other taxes/charges, he shall not be entitled to enforce the timeline of project completion. Therefore, subject to the timely receipt of payment of price and the other amounts from the Allottee(s) as per this agreement, the Promoter assures to hand over possession of the Villa along with ready and complete Common Areas with all specifications, amenities and facilities, in a phased manner, but not later than _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") Or there is a delay due to any reasonable circumstances. If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa. Provided that such Force Majeure conditions are not of nature, which makes it impossible for the contract, The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force

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Major conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter, after deducting the taxes paid by the Promoter on behalf of Allottee(s) (if any), from the allotment within 90 days from that date. The Promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any right, 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 completion certificate/occupancy certificate (as applicable) from the competent authority shall offer in writing the possession of the Villa to the Allottee(s) who has paid all the amounts (all the outstanding dues, documentation charges, other incidental charges, Interest (if any) and remit stamp duty & registration charges) in terms of this Agreement, to be taken within two months from the date of issue of occupancy certificate. (Provided that, in the absence of Applicable Law the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of completion/occupancy certificate (as applicable)/deemed completion. If the Allottee(s) fails to take delivery within the time specified in the notice, he/she 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(s) in case of failure of fulfilment 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(s) or any Authority or Third Party on whom the Promoter has no control. The Allottee(s), after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottee(s), as the case may be after the issuance of the completion/occupancy certificate (as applicable)/deemed completion for the project. The Promoter shall hand over the completion/occupancy certificate, if received (as applicable), of the Villa to the Allottee(s)/ Association of Allottees at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of VILLA - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee(s) shall take possession of the (Villa) 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 (Villa) to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in para 7.2, such Allottee(s) shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by Allottee(s) - After obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Villa to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including the Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the applicable law. Provided that, in the absence of any

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applicable law, the Promoter shall hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, within thirty day after obtaining the completion certificate.

7.5. Cancellation by Allottee(s) – The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the entire booking amount/advance paid for the allotment along with all/any taxes, duties, cess, etc. deposited by the Promoter to concerned department/authority in respect of the said Unit. The Promoter shall refund the balance amount of money paid by the Allottee(s) within 90 (Ninety) days of such cancellation or at the time that the Promoter is able to resell the said Villa to another purchaser, whichever is later.

7.6 Compensation – The Promoter shall compensate the Allottee(s) 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 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 Villa (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 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(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him excluding all/any taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 90 (Ninety) days of it becoming due. Provided that where if the Allottee(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Villa, which shall be paid by the Promoter to the Allottee(s) within **ninety** days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER.

1. The Promoter hereby represents and warrants to the Allottee(s) as follows.
 - (i) The Promoter has an absolute, clear and marketable title with respect to the said Land; the requisite right to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

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- (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 Villa 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 applicable law in relation to the project, said land, Building and Villa 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 Allottee(s) 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 (Villa) which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Villa to the Allottee(s) and the common areas to the Association of the Allottee(s) or the competent authority, as the case may be.
- (x) The Promoter has duly paid and shall continue to pay and discharge all government 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 their competent authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Villa along with the common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottee(s) or the competent authorities 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, or 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 project land and/or the project.

2. The Allottee(s) or himself/themselves with intention to bring all persons into whose hands the Villa may come, hereby covenants with the Promoter as follows:-

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- i. To maintain the Villa at the Allottee(s) own cost in good and tenantable repair and condition from the date that of possession of the Villa is taken and shall not do or suffer to be done anything in or to the building/Project in which the Villa is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building/Project in which the Villa is situated and the Villa itself or any part thereof without the consent of the local authorities, if required.
- ii. Not to store in the Villa 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 Villa 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 common passages or any other structure of the building in which the Villa is situated, including entrances of the building in which the Villa is situated and in case any damage is caused to the building in which the Villa is situated or the Villa on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.
- iii. To carry out at his own cost all internal repairs to the said Villa and maintain the Villa in the same condition, state and order in which it was delivered by the Promoter to the Allottee(s) and shall not do or suffer to be done anything in or to the building in which the Villa is situated or the Villa 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(s) committing any act in contravention of the above provision, the Allottee(s) 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 Villa 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 Villa or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Villa is situated and shall keep the portion, sewers, drains and pipes in the Villa 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 Villa 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 Villa 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

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Villa 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 Villa in the compound or any portion of the project land and the building in which the Villa 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 Villa is situated.
- 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 Villa by the Allottee for any purposes other than for purpose for which it is sold.
- ix. The Allottee(s) 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 Villas 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 Society/Limited Company/Apex Body/Federation/Association regarding the occupancy and use of the Villa 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.
- x. Till a conveyance of the common areas, services and amenities of the building/Project in which Villa is situated is executed in favour of Society/Limited Company/Association and till all the total built-up area/units are sold off, the Allottee(s) 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 Villa is situated is executed in favour of Apex Body/Federation/Association and till all the total buildup area/units are sold off, the Allottee(s) shall permit the Promoter and their surveyors

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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 clauses and delay due to reasonable causes, 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 Villa to the Allottee(s) 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 Villa shall be in a habitable condition which is complete in all respect 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 Promoter 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 a non-defaulting Allottee(s) is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only there after the Allottee(s) requires to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Villa, along with interest at the rate prescribed in the Rules within ninety days of receiving the termination notice. Provided that where an Allottee(s) 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 (Villa), which shall be paid by the Promoter to the Allottee(s) within ninety days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

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(i) In case the Allottee(s) fails to make payments for two (2) consecutive demands made by the Promoter as per the payment plan annexed here to, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the prescribed in the Rules.

(ii) In case of default by Allottee(s) under the condition listed above continuous for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Villa in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) after deducting the booking amount, all taxes, duties, etc deposited by the Promoter to the concerned department/authority in respect of the villa/unit and the interest liabilities and this agreement shall thereupon stand terminated. The Promoter must not be in default to take this benefit. Provided that the Promoter shall intimate the Allottee(s) about such termination at least 30 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 Villa to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID VILLA:

The Promoter, on receipt of Total Price of the (Villa) as per para 1.2 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the (Villa) 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(s). Provided that, in the absence of local law, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee(s) fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) 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(s).

11. MAINTAINANCE OF THE SAID VILLA / PROJECT.

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 Allottee(s) and the cost of maintenance shall be borne by the Promoter and the Allottee(s), proportionate to the villa 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.

2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, BTP etc, shall always be

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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(s), the Promoter shall be the occupant in respect of any Villa.

12. DEFECT LIABILITY:

1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter 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(s) 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 Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.
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 Allottee(s) or Association of Allottee(s) 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.
3. The Allottee(s) shall maintain the villas in good tenantable conditions and carry out the internal repairs for the upkeep of the villas. The Association of the Allottee(s) 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 villas/services and amenities by the Allottee(s) or the Association of the Allottee(s) as the case may be.

13. RIGHT TO ENTER THE VILLA FOR REPAIRS:

The Promoter /maintenance agency/Association of Allottee(s) shall have rights of unrestricted access of all common areas, for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of Allottee(s) and/ or maintenance agency to enter into the Villa or any part thereof, after due notice

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and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defects.

14. USAGE:

USE OF SERVICE AREAS: The service areas, if any, as located within the project _____ shall be earmarked for services including but not limited to electric substation, 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(s) shall not be permitted to use the services areas, STP plant, WTP plant and the basements in any manner whatsoever other than those earmarked as parking spaces and the same shall be reserved for use by the Association of Allottee(s) formed by the Allottee(s) for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE VILLA:

- 15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Villa] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the [Villa], or the common passages, circulation areas, may be in violation of any laws or rules of any authority or change or alter or make additions to the [Villa] and the [Villa], 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 [Villa] or place any heavy material in the common areas. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Villa.
- 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.

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16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this agreement for the allotment of Villa with the full knowledge of all laws, rules, regulations, and 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 Allottee(s) 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 Villa / Project / Building or the land underneath or the receivables, subject to the condition that the Villa shall be made free from all encumbrances at the time of execution of Sale Deed in favor of the Allottee(s). The Allottee(s) shall be informed about the same at the time of agreement.

19. FORMATION OF ASSOCIATION OF ALLOTTEE(S) AND CONSENT OF ALLOTTEE(S):

The Promoter shall take the following steps to enable formation of an Association of Allottee(s) 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 Allottee(s) as a society under the A.P. Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such project is issued and a minimum of sixty per cent of the total Allottee(s) in such a project have taken possession and the Promoter has received the full consideration from such Allottee(s). All the Allottee(s) on payment of full consideration shall become members of such Association of Allottee(s) formed by the Promoter.
- b) If the Promoter fails to form the Association of Allottee(s), the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottee(s) to apply for formation of the said Association.
- c) Notwithstanding any other rule, after conveying the title to the Association of Allottee(s) 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 villa or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee(s)

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without any restriction or entry of the building and development of common areas.

- d) The Promoter shall hand over or transfer, as per the applicable rules, the amenities block / Club House having a built-up area of **1375.91 square meters** in a Plot Area **1476.79 square meters**, constructed in accordance with the plans approved by HMDA/Pocharam Municipality, to the Association of Allottees in compliance with Section 11 sub-section 4 clauses (a) and (f) of the Real Estate (Regulation and Development) Act, 2016.

20. BINDING EFFECT:

Forwarding this agreement to the Allottee(s) by the Promoter not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payment due as stipulated in the Payment plan within 30 days from the date of receipt by the Allottee(s) and secondly, (if applicable), appears for registration of the same before the concerned Sub register SRO, Maheshwaram, Telangana as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter the Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve notice to the Allottee(s) for rectifying the default, which if not rectified within 30 days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

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

22. RIGHT TO AMEND

This agreement may only be amended with the written consent of the parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S)

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 Villa and the project shall equally be applicable to and enforceable against and by

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any subsequent Allottee(s) of the Villa in case of a transfer, as the said obligations go along with the Villa 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 the agreement waive the breach by the Allottee(s) in not making payments as per the Payment Plan (Schedule C) including waiving the payment of interest for delayed payment. It is made clear so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee(s).

24.2 Failure on the part of 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 or the Applicable laws as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

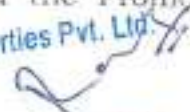
Wherever in this agreement it is stipulated that the Allottee(s) has to make any payment in common with other Allottee(s) in project, the same shall be the proportion which the built-up area of the villa bears to the total built-up area of all the villas in the project.

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 the 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(s), after the agreement is duly executed by the Allottee(s) and the Promoter or

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simultaneously with the execution of the said agreement shall be registered at the office of the sub-registrar Naraj, IF, Medchal-Malkajgiri District, Telangana Hence this agreement shall be deemed to have been executed at Hyderabad.

29. NOTICES

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

_____ Name of Allottee(s)
_____ (Allottee(s) Address)

PROMOTER:

M/s. RAMKY VIHA PROPERTIES PVT. LTD

Registered office at 9th Floor Ramky Grandiose, Gachibowli, Rangareddy District, Telangana - 500032

Kind Attention: Mr. REDDIVARI RAMESH

Email: ramesh.reddivari@ramky.com

It shall be the duty of the Allottee(s) 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(s), as the case may be.

30. JOINT ALLOTTEE(S).

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

31. SAVINGS

Any application letter, allotment letter, agreement or any other document signed by the Allottee(s), in respect of the villa, shall not be prior to the execution and registration of this agreement for Sale for such villa shall not be construed to limit the rights and interests of the Allottee(s) under the Agreement for Sale or under the Act or the Rules or the Regulations made there under.

32. GOVERNING LAW

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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.

33. DISPUTE RESOLUTIONS

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretations and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled through Adjudicating Officer appointed under the Act.

34. SPECIAL CONDITIONS:

ADDITIONAL TERMS AND CONDITIONS

1. CUSTOMIZATION PRICE:

- a) The Promoter is entitled to accept or reject any modifications or customizations sought by the ALLOTTEE(S) in any of the specifications mentioned in Schedule - D, at their sole discretion.
- b) The acceptance of any customization by the Promoter shall be after the additional costs of such customization is estimated by the Promoter and is accepted and paid upfront by the ALLOTTEE(S).
- c) All works related to customization as accepted by the Promoter shall be carried out only by the Promoter

2. TRANSFER:

- a) Upon the execution of sale agreement in favor of the Allottee(s), the Allottee(s) is prohibited to transfer his/her interest accrued under this allotment for a period of 1 year from the date of sale agreement or till the execution of sale deed whichever is earlier.
- b) After the expiry of 1 year from the date of sale agreement, the Allottee(s) can transfer or assign, part with, any interest or right under this Agreement prior to execution of Sale Deed only with the prior permission in writing from the Promoter. Upon such permission being granted by the Promoter to the Allottee(s), a transfer fee per sq.ft of saleable area with applicable GST & any other statutory payments to the company, shall be paid by the Allottee(s) to the Promoter/.
- c) Any transfer or agreement made by the Allottees(s) in contravention to the clause above will be null and void and shall not be binding on the Promoter in any manner whatsoever.

3. SITE VISIT CONDITIONS

- a) Allottee(s) site visit to assess the extent of development of the project will be strictly in accordance with the timings and period prescribed by the Promoter.
- b) Allottee(s) will be completely responsible for their safety during the site visit.

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c) Only Allottee(s) will be allowed to visit the site

Promoter shall allow the Allottee(s) for execution of their interiors before the conveyance deed is executed at his/her discretion.

After the completion of the maintenance period of two years for which advance maintenance charges are collected it is solely the choice of the Promoter to extend maintenance services for further period, at a mutually agreed Cost plus fifteen percent (Actual incurred cost for the maintenance plus fifteen percent)

1. OTHER CONDITIONS:

a) The design of openings such as windows, doors may vary from those shown in the marketing collaterals and the model Villa.

b) Final finishing materials such as tiles, CP fittings, and sanitary ware may vary from those depicted in the marketing collaterals and the model Villa unit.

c) The advance maintenance paid by the Allottee(s) doesn't cover the cost of service connections like electricity and water charges which are consumed by the Allottee(s) Villa.

d) The Allottee(s) acknowledges and agrees that upon receipt of part completion certificate for the project, the obligation to pay maintenance charges shall commence automatically.

e) The receipt of payment would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonoured for any reason whatsoever, the Promoter may demand for an administrative handling charge.

f) The Allottee(s) hereby agrees, not to engage in activities such as hanging clothes, constructing wardrobes, or erecting any structure. This prohibition is intended to safeguard the visual cohesion, aesthetic appeal, safety and overall harmony of the project. The Allottee(s) acknowledges that adherence to these stipulations is imperative to uphold the architectural and design standards established by the Builder and to maintain the integrity of the project. Additionally, the Allottee(s) agrees not to undertake heavy interior work on the outside of the main door. Furthermore, the Allottee(s) commits to utilizing the number plate assigned by the Builder exclusively.

g) The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and there after the Association of Allottees and /or maintenance agency appointed by Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

h) The Allottee(s) understands and agrees that all fixture and fitting including air conditioners, ceiling fan shall be installed by him at the place earmarked or approved by the Promoter/Association of Allottees and members.

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observance of the provisions of this clause shall entitle the Promoter or Maintenance Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

- i) Any intimation or demand sent to the registered email address or phone number through e-mail or a messaging service (WhatsApp / SMS / similar as agreed) shall be sufficient written demand of the instalments payable by the Allottee(s).
- j) During the execution of interiors, the Allottee(s) agrees to pay debris collection charges (Debris to be stored within the premises of the Villa and the same shall be collected). User charges if any for the Club House shall be on a cost-to-cost basis till the commencement of advance maintenance.
- k) The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee(s), failing which, the delay payment charges shall be applicable.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

Please affix photograph
and sign across
the photograph

(2) Signature _____
Name _____
Address _____

Please affix photograph
and sign across
the photograph

Promoter: RAMKY VIHA PROPERTIES PVT. LTD.

For Ramky Viha Properties Pvt. Ltd.
Authorised Signatory



Signature: _____

Name : _____

Address : _____

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

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SCHEDULE-A
(PROJECT LAND)

All that all that Project Land in total comprising of **64765. 25 Sq. Yards** forming part of contiguous land parcel admeasuring to an extent of (i) **61,377.25 sq. yards equivalent to Acres. 12-2725 OR 507.25 guntas** WHICH COMPRISING OF Acres 00-20 Guntas in Survey No. 7/A, Acres 00-04 ½ Guntas in Survey No. 8/AA, Acres 00-12 ½ Guntas in Survey No. 11/AA, Acres 00-13 ½ Guntas in Survey No. 12/AA and Acres 00-04 ½ Guntas in Survey No.13/A, Acres 00-20 Guntas in Survey No. 7/AA, Acres 00-12 ½ Guntas in Survey No. 11/E, Acres 00-13 ½ Guntas in Survey No. 12/E and Acres 00-04 ½ Guntas in Survey No. 13/AA, Acres 00-24 ¼ Guntas in Survey No. 8/A, Acres 00-12 ½ Guntas in Survey No. 11/EE, Acres 00-13 ½ Guntas in Survey No. 12/U and Acres 00-04 ½ Guntas in Survey No. 13/EE, Acres 00-20 Guntas in Survey No.7/E, Acres 00-04.25 Guntas in Survey No.8/E, Acres 00-12.50 Guntas in Survey No.11/U, Acres 00-13.50 Guntas in Survey No.12/EE, and Acres 00-04.50 Guntas in Survey No.13/E, Acres 00-00 ½ Gunta in Survey No. 11/A/2, Acres 00-06 Guntas in Survey No. 12/A/2, Acres 00-01 Gunta in Survey No. 13/U/AA, Acres 00-18 Guntas in Survey No. 14/A, Acres 00-30 ½ Guntas in Survey No. 15/A/AA/1, Acres 00-28 ½ Guntas in Survey No. 15/A/A/2 and Acres 00-01 ½ Guntas in Survey No. 15/A/AA/2, Acres 00-17 Guntas in Survey No. 891 and Acres 01-06 Guntas in Survey No. 892, Acres 00-01 Gunta in Survey No. 893/EE/5 and Acres 00-11 Guntas in Survey No. 897/AA/5, Acres 00-09 ½ Guntas in Survey No. 897/AA/6/1/1/1, Acres 00-20 Guntas in Survey No. 897/A and Acres 00-20 Guntas in Survey No. 897/E, Acres 00-07 Guntas in Survey No. 36/A/AA, Acres 00-24 Guntas in Survey No. 37/A/AA and Acres 00-10 Guntas in Survey No. 38/E/AA, Acres 00-07 Guntas in Survey No. 36/A/A, Acres 00-24 Guntas in Survey No. 37/A/A and Acres 00-10 Guntas in Survey No. 38/E/A and (ii) and land admeasuring **3338 Square Yards equivalent to Acres 0-28 Or 28 Guntas** which is comprising of Acres 00-00 ½ gunta in Survey No.11/A/1, Acres 00-06 guntas in survey no.12/A/1, Acres 00-01 guntas in survey No.13/U/A, Acres 00-18 guntas in survey no.14/AA, acres 00-02 ½ guntas in survey no.15/A/A/1 situated at Korremula Village, Ghatkesar Mandal , Medchal Malkajgiri District, Telangana bounded as follows:

On or towards the North:	Neighbors Land
On or towards the South:	Road
On or towards the East:	Neighbors Land
On or towards the West:	Neighbors Land

001516/LO/HMDA/0424/GHT/2025

For Ramky Viha Properties Pvt. Ltd.
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**SCHEDULE-B
(VILLA)**

All that portion forming part of Residential Villa bearing No.____, admeasuring ____ Sq.ft, constructed in the land admeasuring ____ Sq. yards situated at the Project **THE SPECTRUM** forming part of **Schedule- A** mentioned Survey numbers, situated at Korremula Village, Ghatkesar Mandal , Medchal Malkajgiri District, Telangana bounded by

NORTH:

SOUTH:

EAST:

WEST:

SCHEDULE-C PAYMENT SCHEDULE		
Description	% of Agreement Value	Amount
Balance Booking Advance (With 7 days)	10%	
Upon Signing of Agreement of Sale (Within 15 days)(10%	
Foundation	15%	
1st Slab of respective villa	15%	
2nd Slab of respective villa	10%	
Brick Work of respective villa	10%	
Plastering of respective Villa	10%	
Flooring of respective villa	10%	
Fixtures of respective Villa	5%	
Handover	5%	
	100%	Total (Rupees _____ only).

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SCHEDULE-D

TECHNICAL SPECIFICATIONS & AMENITIES

STRUCTURES

- **FRAMED STRUCTURE:** RCC framed structure to withstand wind & seismic loads.
- **SUPER STRUCTURE:** Block Masonry/RCC walls.

PLASTERING

- **INTERNAL:** Cement Sand /Gyproc plastering.
- **EXTERNAL:** Double coat cement plastering.

JOINERY WORKS

- **MAIN DOOR:** Engineered /Hard wood frame with flush shutter polished over veneer on both side.
- **INTERNAL DOORS:** Engineered / Hard wood frame and flush shutter laminated on both sides.
- **WINDOWS:** uPVC windows with clear glass and provision for mosquito mesh for sliding doors and windows.

PAINTING

- **INTERNAL:** Smooth finish with acrylic emulsion paint over putty.
- **EXTERNAL:** Acrylic premium emulsion paint with texture or smooth finish as per design.

FLOORING

- **All Bedrooms, living, dining and other areas** – Polished glazed vitrified tiles (PGVT)/ Glazed Vitrified tiles (GVT)
- **BALCONY** : Anti-skid ceramic/vitrified tiles.
- **PARKING AREA:** Full body Vitrified tiles/Designer Concrete tiles.
- **BATHROOM:** Anti-skid ceramic/vitrified tiles flooring with dado upto 7' ht.
- **UTILITY / WASH:** Anti-skid ceramic/vitrified tile flooring with dado upto 3' ht.

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KITCHEN

- Granite platform with 2' height ceramic tile dado and stainless steel sink with drain board.

PLUMBING & SANITARY

- EWC, Wash basin and CP fittings of reputed make.
- Single lever wall diverter with bath spout and overhead shower of reputed make.
- Provision for geyser, exhaust fan & light points in all bathrooms.

ELECTRICAL & POWER BACKUP

- 100% DG Backup to a light and a fan point in bedrooms(upto 1kW) and TV point in living room.
- 100% DG power back-up for common areas.
- Provision for connecting to solar power.
- Provision for Electric Vehicle (EV) Charging in all villas.
- Three phase independent power supply (TSSPDCL Net Metering) with concealed copper wiring and modular switches.

TELECOM & BROADBAND

- Fiber-to-the-Home (FTTH) technology for Triple Play(Internet, TV & Telephone) on Ground Floor.
- Provision for LAN & TV services in all bedrooms, living room, and family room.
- Provision for landline telephone in Drawing room.

WATER

- Water supply to individual villa from centralised underground sump through hydro pneumatic pumps.

WTP&STP

- Water Treatment plant for water supplied from sources other than HMWSSB.
- Sewage Treatment plant of adequate capacity.
- Rain water harvesting pits provided for recharging ground water levels.

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SCHEDULE-E
(Floor Plan)

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SECURITY

- Surveillance cameras at the main security and other strategic locations.

AMENITIES

- Entry & Exit Entrance plaza with security cabin
- Landscaped gardens and Avenue Plantation
- Party Lawns
- Children's play Area
- Tennis Court
- Pickleball Court
- Volleyball Court
- Half Basketball Court
- Outdoor Fitness Gym
- Outdoor Yoga and Meditation Zone
- Relaxation Zone
- Adult Active Zone
- Barbecue Zone
- Reflexology Pathway
- Walking/Jogging Track
- Provision for Cricket Pitch Cage
- Pet Park
- Various designated Garden Areas (Mango Orchard, Vegetable Garden, Fruit Garden, Herbal Garden, Seasonal Garden)

CLUB HOUSE

- Entrance reception with waiting lounge
- Multipurpose Hall (Banquet, Gatherings)
- Indoor Badminton court
- Indoor Games room (Table Tennis, Billiards, Foosball, Chess, Carroms)
- Indoor Gymnasium
- Aerobics / Yoga room
- Guest Bedroom Suites
- Facility manager's office
-
- Provision for library
- Swimming pool
- Provision for laundry
- Party Lawn
- Provision for convenience store
- Provision for security guard house

For Ramky Vihra Properties Pvt. Ltd.

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