

SALE DEED

This SALE DEED is made and executed on this _____ day of _____, 2024, at Serilingampalli, by:

1. M/s. Aparna Constructions and Estates Private Limited a Company registered under the Companies Act, 1956 having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.-1, Banjara Hills, Hyderabad represented by its **Authorized Signatory SRI. S. SRINIVAS S/o. LATE SRI. S. VENKATA RAMAIAH**, (Aadhar No. 4773 0235 1740) aged about 51 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad – 500 034.

- 2. Sri. C. Venkateswara Reddy, S/o. Late. C.V. Krishna Reddy, aged about 56 years, Occ: Business, # 802, Astral Heights, D.No.6-3-352/2&3, Road No.-1, Banjara Hills, Hyderabad represented by his GPA Holder M/s. Aparna Constructions and Estates Private Limited a Company registered under the Companies Act, 1956 having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.-1, Banjara Hills, Hyderabad represented by its Authorized Signatory SRI. S. SRINIVAS S/o. LATE SRI. S. VENKATA RAMAIAH, aged about 51 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad 500 034.
- 3. **Sri. Bollampalli Bhoopal Reddy S/o. Late. B. Anantha Reddy**, aged about 72 years, Occ. Agriculture, R/o. H. No.2-92, Khanapur, CBIT, Rajendra Nagar, Ranga Reddy District.
- 4. **Sri. Bollampalli Venkat Reddy S/o. Late. B. Sathi Reddy**, aged about 60 years, Occ: Agriculture, R/o. H. No.1-64/5, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District.
- 5. **Sri. Bollampalli Satyanarayana Reddy S/o. Late. B. Sathi Reddy**, aged about 57 years, Occ: Agriculture, R/o. H. No. 1-74/1, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District.
- 6. **Sri. B. Govardhan Reddy S/o. Late. B. Narsimha Reddy**, aged about 49 years, Occ. Agriculture, R/o. H. No. 1-84/11, Near Sivalayam Temple, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District.
- 7. **Sri. B. Vishnuvardhan Reddy S/o. Late. B. Narsimha Reddy,** aged about 48 years, Occ. Agriculture, R/o. H. No. 1-64/1/2/A, Near Sivalayam Temple, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District.
- 8. **Sri. B.Sudhakar Reddy S/o. Late. B. Laxma Reddy**, aged about 34 years, Occ: Agriculture, R/o. H.No.1-84/1,Near Sivalayam Temple, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana.
- 9. **Sri. B. Veera Reddy S/o. Sri. B. Janardhan Reddy**, aged about 40 years, Occ: Agriculture, R/o.1-36/1/12/122, Vemana Colony, Chandanagar, Serilingampalli Mandal, Ranga Reddy District, Telangana.
- 10. **Sri. B. Vijaya Bhaskar Reddy S/o. Sri. B. Janardhan Reddy**, aged about 37 years, Occ: Agriculture, R/o. H. No.1-81, Near Sivalayam Temple, Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, Telangana.
- 11. **Sri. Puram Venkat Reddy S/o. Late. Puram Chinna Malla Reddy** aged about 65 years, Occ: Agriculture, R/o. H. No.1-36, Lingampally, Near Ramalayam Temple, Nallagandla Village, Serilingampalli Mandal, Ranga Reddy District, Telangana.

- 12. **Sri. Puram Kondal Reddy S/o. Sri. P. Venkata Reddy**, aged about 37 years, Occ: Agriculture, R/o. H. No.1-44, Nallagandla Village, Serilingampalli Mandal, Ranga Reddy District, Telangana.
- 13. **Sri. Puram Madhav Reddy S/o. Sri. P. Venkata Reddy,** aged about 32 years, Occ: Agriculture, R/o. H. No.1-36, Nallagandla Village, Serilingampalli Mandal, Ranga Reddy District, Telangana.
- 14. **Sri. Puram Pratap Reddy S/o. Late Sri Puram Chinna Malla Reddy**, aged about 52 years, Occ: Private Employee, R/o. H. No.1-36/1, Lingampally, Near Ramalayam Temple, Nallagandla Village, Serilingampalli Mandal, Ranga Reddy District, Telangana.
- 15. **Sri. Puram Narsimha Reddy S/o. Sri. Puram Pratap Reddy**, aged about 20 years, Occ: Student, H. No.1-36/1, Lingampally, Near Ramalayam Temple, Nallagandla Village, Serilingampalli Mandal, Ranga Reddy District, Telangana.

Parties Nos. 3 to 15 are represented by their DGPA Holder M/s. Aparna Constructions and Estates Private Limited a Company registered under the Companies Act, 1956 having its registered office at # 802, Astral Heights, D.No.6-3-352/2&3, Road No.-1, Banjara Hills, Hyderabad represented by its Authorized Signatory SRI. S. SRINIVAS S/o. LATE SRI. S. VENKATA RAMAIAH, aged about 51 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad-500034 vide Registered Exchange Deeds read with Supplementary Agreement dated 19th December, 2019 bearing Document No.9346/2019 on the file of the Sub Registrar, Serilingampally.

(Hereinafter called the VENDORS/ LAND OWNERS")

AND

M/S. APARNA CONSTRUCTIONS AND ESTATES PRIVATE LIMITED (CIN No. U70109TG1996PTC025330)) PAN No: AADCA1031D, a Company registered under the Companies Act 1956, having its registered office at #802, Astral Heights, H.No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad, Represented by its Authorized Signatory SRI. S. SRINIVAS S/o. LATE SRI. S. VENKATA RAMAIAH, aged about 51 Years, Occupation: Service, O/o. Aparna Constructions And Estates Private Limited, #802, Astral Heights, H. No.6-3-352/2&3, Road No.1, Banjara Hills, Hyderabad-500034.

(Hereinafter called as the "PROMOTER /DEVELOPER")

Further the Promoter & Developer has given the Specific Power of Attorney to Sri. A. Srinivasa Rao, S/o. Late Sri A. Kondaiah, aged about 51 years, Occ: Private Service, O/o. #802, Astral Heights, Road No.1, Banjara Hills, Hyderabad-500034 to present the document signed and executed by them before the registration authorities for registration purpose and registered the same with Joint Sub-Registrar, Office of the Sub-Registrar, Serilingampally, Ranga Reddy District, vide Specific Power of Attorney No.112/IV/2022, dated 01.09.2022. Aadhar No: 5058 3273 1305.

IN FAVOUR OF

Mr. Achal Shrivastava, S/o. Mr. R. K. Shrivastava, D.O.B: 30.01.1993 aged about 30 years, Occupation: Software Engineer, Residing at Flat 103, Block 8, Regal Town, Awadhpuri, Bhopal, MP 462022, Present Address Flat 402, Pride Silicon, Raghvendra Colony, Kondapur, Hyderabad 5000084. PAN No: COPPS7968C & Aadhar No: 9819 8404 8795. Contact No.+91-8878038899.

(Hereinafter called the "PURCHASER/S")

The expressions the "VENDORS", DEVELOPER and "PURCHASER/S" shall mean and include their respective heirs, legal representatives, executors, administrators, assignees, liquidators, successors-in-interest, etc., wherever the context permits.

Whereas, The Promoter/Developer entered in to the Development Agreements cum General Power of Attorneys with the Vendors/owners as mentioned below:

Sl.	DGPA Doc. No.	Owners	Registered on the	Survey	Extent
No.	& Date	No.	file of	No.	AcGts
1.	2512/2017		Joint Sub-Registrar,	143/VU	0-04
1.	09-02-2017	4	R.O., Ranga Reddy	167	0-15
2	497/2018	2 To F	Sub-Registrar,	145	0-26
2.	18-01-2018	3 To 5	Serilingmapally	166	0-13
	* 5762/2014		Joint Sub-Registrar,	118	0-05
3.	24-02-2014	6 To 10	R.O., Ranga Reddy	162	0-27
	24-02-2014			194/AA	0-12
	7257/2014		Joint Sub Pagistrar	109	0-06
4.	22-05-2014	11 To 14	Joint Sub-Registrar, R.O., Ranga Reddy	110	0-27
	22-03-2014		R.O., Kanga Keduy	111	0-16
				TOTAL	3-31

^{*} Land Owners sold the land admeasuring Ac.0-04Gts out of Ac.1-04Gts covered by the Development Agreement to the Developer under the registered Sale Deed dated 22-09-2016 bearing document No.12586/2016 on the file of Joint Sub-Registrar-1, R.O., Ranga Reddy.

The Vendors No.1 and 2 have purchased the land from the neighbouring owners under registered Sale Deeds as under:

Nature of	Doc. No. & Date	Name of Owner(s)	Sy.	Extent	
document	document		No.	AcGnts	
Sale Deed	15842/2013 30-10-2013	Sri M. Buchi Reddy & 2 others	189(P)	0-03.66	
Sale Deed	15843/2013 30-10-2013	Sri M. Damodhar Reddy & 3 others	189(P)	0-0.33	
Sale Deed	14773/2016 07-11-2016	Sri T. Ganesh & 2 Others	97(P)	0-04	
Sale Deed	8330/2012 19-12-2012	Sri N. Ekantham	157	0-11	
Sale Deed	8331/2012 19-12-2012	Sri V. Rama Krishna Reddy & Another	158	0-34	
Sale Deed	1448/2016 04-02-2016	Sri Puram Rami Reddy & Others	107(P)	0-02	
Sale Deed	1232/2018 09-02-2018	Sri Vegesna Phanindra Vasu	53/AA	0-06.19	
Total					

Whereas the Vendors and Promoter/Developer to form contiguity block of the above land have entered into Registered Exchange Deeds with the neighbouring land owners as under:

Sl.	DGPA/Sale	Land transferred	Exchange Deed	Land transferred to
No.	Deed Doc.	covered by DGPA's	Date & Doc. No.	Developer & its
	No. & Date	Survey No. & Extent	& Date	Owners
		(AcGts)		Survey No. & Extent
		in Exchange		AcGts by way of
				Exchange
1.	497/2018	145 = 0-26	1816/2018	32 = 0-31
	18-01-2018	166 = 0-13	09-02-2018	35 = 0-02
	(DGPA)	143/VU = 0-04		33 = 0-30
	2512/2017	167 = 0-15		44 = 0-26
	09-02-2017	118 = 0-05		37 = 0-16
	(DGPA)	162 = 0-27		38 = 0-11
	5762/2014	194/AA = 0-12		45/AA = 0-03
	24-02-2014	109 = 0-06		45/E = 0-12
	(DGPA)	110 = 0-27		46/P = 0-05
	7257/2014	111 = 0-16		47 = 0-03
	22-05-2014			146 = 0-03
	(DGPA)			147 = 0-21

2.	15942 /2012	97 = 0-04	1014/2010	33 = 0-05
2.	15842/2013		1814/2018	
	30-10-2013	107 = 0-02	09-02-2018	36 = 0-05
	(Sale Deed)	189 = 0-03.99		42 = 0-02
	15843/2013	158 = 0-34		146 = 0-03
	30-10-2013			41 = 0-04
	(Sale Deed)			
	1448/2016			
	04-02-2016			
	(Sale Deed)			
	14773/2016			
	07-11-2016			
	(Sale Deed)			
	8331/2012			
	19-12-2012			
	(Sale Deed)			
3.	8330/2012	157 = 0-11	1815/2018	34 = 0-03
	19-12-2012	(1331 Sq.Yds)	10-02-2018	(363 Sq.Yds)
	(Sale Deed)			_
				43 = 0-08
				(968 Sq.Yds)

Whereas, the Promoter/Developer brought the land admeasuring Ac.5-12.19Gts in Survey Nos.32, 33, 34, 35, 36, 37, 38(P), 41(P), 42(P), 43, 44, 45(P), 46(P), 47, 53(P), 145(P), 146(P) & 147(P) of Nallagandla Village, Serilingampally Mandal, Ranga Reddy District covered by the said Exchange Deeds/Development Agreements/Sale Deeds and the details are under:

Doc. No. & Date	Survey No.	Extent
		AcGts
	32	0-31
	33	0-30
	35	0-02
	37	0-16
1016 / 2010	38	0-11
1816/2018 09-02-2018	44	0-26
(Exchange Deed)	45(P)	0-03
(Exchange Deed)	45/E	0-12
	46(P)	0-05
	47(P)	0-03
	146	0-03
	147(P)	0-21
	SUB-TOTAL - (A)	4-03
	33	0-05
1814/2018	36	0-05
09-02-2018	41(P)	0-04
(Exchange Deed)	42(P)	0-02
	146(P)	0-03

	SUB-TOTAL - (B)	0-19
1815/2018	34	0-03
10-02-2018 (Exchange Deed)	43	0-08
	SUB-TOTAL - (C)	0-11

1232/2018 09-02-2018 (Sale Deed)	53/AA	0-06.19
	SUB-TOTAL - (D)	0-06.19
497/2018		
18-01-2018	145(P)	0-13
(DGPA)		
	SUB-TOTAL - (E)	0-13
GRAND TO	TAL (A to E)	5-12.19

Whereas, the Vendors and Promoter/Developer floated a scheme to develop the multistoried apartments in the above extent of 25,236.80 Sq.yds or Ac.5-08.40 Gts out of Ac.5-12.19Gts, more particularly described in the Schedule-A annexed hereto and hereinafter called the Schedule -A Property.

The Greater Hyderabad Municipal Corporation granted the Permission for the construction of Multi-Storied Residential Apartments consisting of 'A to D Blocks' and an Amenities Block, in the Schedule-A Property, vide file No. 1/HO/19230/2018 dated 18-12-2019 and vide Permit No. 1/C20/18336/2019.

Whereas, the Vendors/Land Owners and the Developer/Promoter have entered into Supplementary Agreement dated 19.12.2019 bearing Document No.9346/2019 on the file of the Sub Registrar, Serilingampally for sharing of Apartments.

Whereas, the Developer completed the construction of the Project Aparna Cyber Scape as per the terms of the sanction plan issued by the Greater Hyderabad Municipal Corporation and accordingly the GHMC issued Occupancy Certificate vide Proceeding No.4564/GHMC/SLP/2023-OC dated 01.12.2023 and released mortgage vide release deed Dt. 15-12-2023 bearing document No. 11460/2023 on the file of Sub-Registrar Serilingampally.

Whereas, the Purchasers herein, having been satisfied with the Title of the Vendors and the terms of the scheme, approached the Developer to sell the **Apartment No. 106**; in Floor No. 1st; in Block. A, with Carpet area of 971 Sft., External Wall Area of 91 Sft., Balconies and Utility area of 87 Sft. and Proportionate Common area of 331 Sft. Totaling to saleable area of 1480 Sft. along with undivided share of land 35 Sq. Yards together with 1 Car Parking slot/s, hereinafter called the "Schedule-B Property fallen to the share of the Promoter/Developer in the project named as "Aparna Cyberscape", to be constructed in Schedule -'A' Property, with a view to join the scheme for the purpose of having an Apartment constructed in their name.

Whereas, Developer has nominated the Purchaser/s for transfer of the "Scheduled-B Property" and accordingly, the Vendors and Developer execute this Sale Deed in compliance with the terms of the scheme.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In consideration of Rs. 1,07,41,520/- (Rupees One Crore Seven Lakhs Forty One Thousand Five Hundred and Twenty only) paid by the Purchasers to the Developer at the request of the Vendors in the following manner:-

Date	Cheque No	Bank	Branch	Amount Received Including GST (In INR)	Less: GST Adjusted (In INR)	Amount Received towards Consideration (In INR)
08.09.2022	NEFT	-	-	5,000	238	4,762
08.09.2022	NEFT	-	-	44,500	2,119	42,381
08.09.2022	NEFT	-	-	50,000	2,381	47,619
30.09.2022	NEFT	-	-	500	24	476
03.10.2022	NEFT	-	-	4,00,000	19,048	3,80,952
10.10.2022	NEFT	-	-	1,50,000	7,143	1,42,857
10.10.2022	NEFT	-	-	5,00,000	23,810	4,76,190
16.10.2022	NEFT	-	-	4,50,000	21,429	4,28,571
17.10.2022	NEFT	-	-	4,00,000	19,048	3,80,952
25.10.2022	NEFT	-	-	1,50,000	7,143	1,42,857
25.11.2022	NEFT	-	-	1,05,719	5,034	1,00,685
Amount payable				36,877	1,756	35,121
Loan Availed from State Bank of India				89,86,000	4,27,905	85,58,095
Total				1,12,78,596/-	5,37,076/-	1,07,41,520/-

the receipt and realization of which the Vendors and Developer herein, do hereby admit and acknowledge and accordingly discharge the Purchasers, the Vendors do hereby sell, transfer, convey, assigns all their rights, title and interest whatsoever in the Schedule-B Property along with undivided share in land equivalent to 35 Square Yards out of the Schedule-A Property and proportionate share in common areas and amenities, to the Purchasers herein to have and hold the same absolutely and forever, subject to the other terms of this deed.

- 2. This sale deed is executed subject to Sec.17 of the Real Estate (Regulation and Development) Act, 2016, under which the Promoter has to execute registered Conveyance Deed in favour of the Allottee in respect of the Apartment and undivided proportionate title in the common areas to the Association of the Allottees or the Competent Authority as the case may be. The common areas defined includes the entire land for the Project as per Sec. 2(n) of the Act. Hence, undivided share of land mentioned in the Schedule-B Property is only for the purpose of entitlement of the Purchaser, but not the conveyance and the Developer is entitled to convey the title to the Association or as the case may be to the Competent Authority.
- 3. The Vendors and Developer have today inducted the Purchasers into the symbolic possession of the Schedule-B Property and on delivery of the Schedule-B Property, the Purchasers shall be entitled to enjoy the same as per the other terms and conditions of this deed and on payment of all the amounts payable under the scheme.
- 4. The Purchaser/s shall be entitled to obtain mutation or change in service connection in his/their name, in respect of Schedule-B Property, after the actual delivery of the same, without any further reference to the Vendors and Developer herein and the Vendors and Developer shall execute such further document or paper as may be necessary for the said purpose.
- 5. The `A' Schedule Property shall always be subject to the scheme for construction of multi-storied complex with ownership apartments and shall always remain impartible. The `A' Schedule Property shall remain impartible and shall always remain subject to the said scheme and no one, including the Purchaser/s shall be entitled to seek partition and separate possession.
- 6. The name of the Complex constructed in Schedule-A Property shall be "Aparna Cyberscape" and shall not be changed or altered.
- 7. The Vendors/Developer shall have the right to undertake and continue construction of other parts of the building and in Schedule-A Property even after delivery of possession of the Schedule-B Property to the Purchaser/s and the Purchaser/s shall be bound to permit such construction, repairs, examinations, etc., without any hindrance whatsoever from the Purchaser/s or any one claiming through them.

- 8. The Vendors hereby declare and assure that the Schedule-B Property is free from prior agreements, all encumbrances, prior mortgages, charges etc., and that the Vendors have free and marketable title to sell the same and further covenant to indemnify and keep the purchaser/s fully indemnified against any or all loss or damage that may be caused to the Purchaser/s due to any defect in the title of the Vendors.
- 9. The Vendors hereby declare that the `A' schedule property is not an assigned land within the meaning of A.P. Act, No.9 of 1977 and is not a surplus land within the meaning of Central Act 33 of 1976.
- 10. The Purchaser/s shall not be entitled to interfere with the construction work under the scheme and shall not be entitled to seek any stay or injunction restraining the construction from any court or other authority on any ground and all their claims against the Vendors/Developer shall be limited hereunder and for recovery of damages not exceeding Rs.1,00,000/- if entitled under Law and do hereby undertake not to cause any obstruction in any manner for the completion of the project in the interest of the scheme and the third party Purchasers.
- 11. The Developer shall be entitled to form a Society under Telangana Societies Registration Act, 2001 or any other statute for the purpose of managing the common areas and amenities and the Purchasers shall join as member of such society and shall be bound by the Bye-laws, Articles and other Rules and Regulations of such Society.
- 12. There shall be one vote for each Apartment and every Apartment shall be single and indivisible residential unit. The membership in the Society shall be transferred on such terms and conditions, including payment of transfer fees, as may be prescribed by the Bye-laws, Articles or other Rules and Regulations.
- 13. The corpus fund collected by the Developer shall be transferred to the separate bank account, to be opened in the name of the "APARNA CYBERSCAPE Corpus Fund" in any Schedule Commercial Bank and/or invest the same either in Fixed Deposits or into Mutual Funds at the discretion of the Promoter/Developer and shall handing over the said Corpus Fund to the Society after its formation
- 14. The Vendors / Developer shall deliver all the common areas and amenities mentioned in **Schedule-C** annexed hereto in the proposed building to the said Society immediately after completion of the complex in all respects and such Society shall be entitled to manage and maintain the common areas and facilities in the proposed complex and till such Society is formed, the Developer shall be entitled to maintain the common areas and amenities and collect the maintenance charges from all the Apartment purchaser/s.

- 15. The Apartment purchaser/s and their tenants, licensees, family members, servants, etc., and the Vendors/Developer in respect of unsold Apartments, shall be bound by the Bye-laws and other resolutions of the Society from the date of taking over of the possession of common areas and amenities by the Society.
- 16. The Purchaser/s shall be liable to pay the maintenance charges, electricity, water and gas charges etc., payable in respect of Schedule-B Property from the date of the delivery or deemed delivery. The date fixed by the Vendors /Developer in this regard shall be final. The Vendors /Developer/society shall be entitled to disconnect all services including the supply of water, electricity and gas etc to the Apartment/Apartments of the defaulter without prejudice to any other remedy available under law.
- 17. The Purchaser/s shall not alienate in any manner Schedule-B Property without "No Objection Certificate" from the Developer till forming of the Society and thereafter from the Society. The Purchaser/s, his lessee, licensee and any other occupant of his Apartment shall be bound by the terms of this Sale Deed and also the Bye-Laws and resolutions of the Society. The Vendors/Developer/Society shall be entitled to collect transfer fees in case of transfer of ownership, which shall be credited to the corpus fund.
- 18. It is specifically agreed that the Purchaser/s of the apartments in the proposed complex, including the Purchaser/s herein shall not have any right in respect of any area except the area for which they makes the payment under this sale deed and further that the parking area shall not be treated as common areas. The Developer shall hand over the Clubhouse, Amenities and other common areas to the Society/Competent Authority and the Purchasers hereby give his/her consent for the same and further agree to extend all cooperation in this regard. The Developer shall convey the title of the Club House in favour of the Society subject to the compliance of the terms and condition of the scheme, after completion of two years maintenance by the Developer. The Society shall bear the stamp duty, registration fee and other incidental charges for the conveyance of the Club House in favour of the Society.
- 19. The Developer shall be entitled to manage common areas and amenities and also to regulate driveways and car parking slots till handing over of the same to the Society and thereafter the Society shall regulate the same. The common areas shall be only those mentioned in **Schedule-C** hereto and the Purchaser/s shall not have any exclusive right in respect of the same. It is specifically agreed that parking areas shall not be treated as common areas and it shall be treated as limited common area. The Purchaser/s shall not misuse or convert any common area or cause any nuisance or annoyance to the other residents. The **Schedule-B** Property shall not be used for any purpose other than for residential use. The Purchaser/s shall become members of the Society of Apartment Owners to be formed by the Vendors/

Developer till then, the Vendors /Developer shall alone be entitled to maintain and manage the common areas and amenities to the exclusion of all other persons. Any other amenities not mentioned in **Schedule-C** such as Club House Services, Gym Facilities, Swimming Pool, Gas, Cable and Internet Connections etc., shall not be part of common amenities but may be provided to the Purchaser/s only on such terms as may be stipulated by the Developer and make payments to such amenities. The Developer shall have exclusive right to maintain Club Houses, Gym & Swimming Pool for initial two years, which shall be maintained by Developer or through its associated company or any third party nominated by the Developer.

- 20. It is agreed that the purchaser/s shall alone be liable to pay the maintenance charges, irrespective of whether the Apartment is occupied or not or occupied by a tenant or any other person. The Society shall have charge on every Apartment for all the amounts, including the maintenance charges, due from its Purchaser/s or other occupant.
- 21. The Purchaser/s shall also make an advance payment of the amount likely to incur towards maintenance for six months as permanent deposit to be retained by the Developer/Society. This is required in view of the terms and conditions of the supply normally insisted by the service providers of electricity, gas, water, telephone, internet and other tele media services, etc, in respect of apartment and to minimize the risks involved in collection of dues from the individual Apartment Owners and consequent dues in payment to the service providers and to avoid any default by the society or other person managing the common areas and amenities and consequent disconnection.
- 22. The Purchaser/s shall not, by any act or illegal omission cause any damage to the partition walls, structure and slabs of the building or any other common area or amenity in the building and shall not try to convert or encroach any common area for his exclusive use or otherwise interfere with the enjoyment of the common areas and facilities by other Co-Vendors/Apartment purchaser/s and shall not commit any act or illegal omission, which would cause annoyance or nuisance to the residents of the other Apartments in the building or convert the Apartment into any other purpose other than residence and shall not sub-divide the Apartment.
- 23. The purchaser/s shall not make any additions or alterations or any new construction of any nature whatsoever contrary to the structural designs of the plan for their Apartment and shall not change the architectural elevations of the Apartment. The purchaser/s shall not alter the exterior colour of their Apartment. If at all the purchaser/s wishes to make any internal additions or alterations, they have to obtain prior written consent of the Developer/society, which consent shall not be unreasonably withheld. No alterations to the exteriors or fixing of grills/mesh or any other fixtures, which affect the elevation of the building shall be permitted.

- 24. The Purchaser/s shall install the air conditioners only at the space earmarked/specified by the Developer, Window air conditioners are not allowed to be fixed in any external areas like corridors etc, without the prior written consent of the Developer/society. The Purchasers shall not install any telephone, air-conditioner, any antenna or other appliances or devices or structures except in the manner provided as per the designs made by the consultants or permitted in writing by the Developer/society.
- 25. The Purchaser/s shall avail services only from the panel of service providers, approved by the Developer/Society. The Developer/Society shall maintain the approved panel of service providers, which shall not be more than two, at any point of time, to avoid inconvenience and damage to the common areas, amenities, wiring, designs, etc.
- 26. The Purchaser/s shall not be permitted to use the passenger lifts for the carriage of goods or merchandise or any other removals, including garbage. In case of any damage to the flooring, walls or lifts or other common areas and amenities, caused on account of shifting household articles, furniture, gadgets, etc., by the purchasers or his tenants, nominees etc., the Vendors/Developer/Society shall be entitled to recover the entire cost for repair thereof.
- 27. The Developer shall be entitled to restrict the entry into the Schedule-A Property during the course of the construction of the project in the interest of safety. The Purchaser/s shall sign the register and take the assistance of escorting staff, while entering the Schedule-A Property for the purpose of inspecting the Schedule-B Property, during the construction. The Purchaser/s shall point out all the defects and deficiencies found by him and the Developer shall rectify the same depending on their feasibility. The Purchaser/s shall not be entitled to raise any objection after delivery of Schedule-B Property, except in case of latent defects which could not be detected during such inspection. In case of any dispute, the matter shall be referred to the Architect, overseeing the construction, whose decision shall be final
- 28. The Developer shall have absolute discretion in creating the parking slots and allotting the same to various purchasers as per their respective entitlement under their respective agreements and such parking area shall be treated as limited common area, confined to the use of the purchasers, to whom they are so allotted.
- 29. There shall be Workmanship tolerances, margins and variations in sizes as per the working plans of the **Schedule-B** Property.

- 30. In case of any dispute or difference, other than those mentioned in clause (27) above, namely, the disputes referable to the Architect, arising out or in pursuance or with regard to the interpretation of the terms of this deed shall be referred to the sole Arbitrator to be selected by the Purchasers out of any three persons having experience in construction and development to be suggested by the Developer The remuneration of the Arbitrator shall be 1% of the value of the dispute, subject to a minimum of Rs.1,00,000/-. The Arbitrator shall commence the arbitration and pass the Award within three months of such reference. The venue of Arbitration shall be Hyderabad and subject to the jurisdiction of the Hyderabad District Courts only.
- 31. Notwithstanding anything contained herein above, this deed shall not super-cede or override any agreement entered into by the purchasers with the Developer and shall not create any absolute rights, unless and until all the amounts due to the Vendors/Developer are fully paid and the Vendors/Developer delivers the actual physical possession of the B-Schedule Apartment to the purchaser/s and the rights of the purchasers shall always be subject to the terms of this deed.

SCHEDULE-A PROPERTY

All that land admeasuring 25,236.80 Sq.yds or Ac.5-08.40 Gts out of Ac.5-12.19Gts in Survey Nos.32, 33, 34, 35, 36, 37, 38(P), 41(P), 42(P), 43, 44, 45(P), 46(P), 47, 53(P), 145(P), 146(P) & 147(P) of Nallagandla Village, Serilingampally Mandal, Ranga Reddy District, and bounded as follows:

NORTH : Road from Serilingampalli to Nallagandla and Land in Sy

No.45(P), 48(P) and 49(P);

SOUTH : Land in Sy No.146(P) and 147(P);

EAST : Land in Sy No.41 (P), 42(P), 38(P) 145(P) and 149;

WEST : Neighbours Land.

The above schedule is as per the sanctioned plan approved by Greater Hyderabad Municipal Corporation vide file No. 1/HO/19230/2018 dated 18-12-2019 and Permit No. 1/C20/18336/2019.

SCHEDULE 'B' - PROPERTY

All that Part and Parcel of Apartment No. 106; in Floor No. 1st; in Block. A, with Carpet area of 971 Sft., External Wall Area of 91 Sft., Balconies and Utility area of 87 Sft. and Proportionate Common area of 331 Sft. Totaling to saleable area of 1480 Sft. along with undivided share of land 35 Sq. Yards together with 1 Car Parking slot/s, (subject to tolerance +/- 3% on account of structural, design and construction variance), to be constructed in the project named as "Aparna Cyberscape", in Schedule -'A' Property bounded as follows:

North : Open to Sky,

South : Open to Sky,

East : Open to Sky,

West : Corridor & Open to Sky.

SCHEDULE - C

The common areas, amenities and areas in which owners shall have proportionate, undivided and impartible share are as follows:

COMMON FACILITIES

- 1. The Bore-well, Sump, and Motor.
- 2. The Lift and Machine Room.
- 3. Staircase and Lobby.

COMMON AREAS

- 1. Corridors
- 2. Open Area between Towers
- 3. Roads
- 4. Playing Areas
- 5. Columns, Beams, all exterior walls, staircases, water tanks

IN WITNESS WHEREOF, the parties herein have signed and executed this Deed of Sale, with their free will and consent, on above mentioned day, month & year, in the presence of the following witnesses:

WITNESSES: 1.

1.

2. 2.

(3 to 15) through DGPA Holder

Vendors

Developer