

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ENTERED AT HYDERABAD ON THIS _____
DAY OF _____, TWO THOUSAND AND SEVENTEEN (____/____/2017)

BY

1. **M/s. RAGHURAM INFRASTRUCTURE (INDIA) PVT. LTD**, a company incorporated under the Companies Act, 1956 having its office at H.No. 8-1-328/1/2, Opp: My Home Rainbow Apts., Tolichowki Hyderabad, (Hereinafter referred to as the "**Vendor No.1**", which expression shall wherever the context so requires or admits, mean and include its successors-in-title, and assigns etc.);
2. **M/s.TAS VENTURES**, a Partnership firm registered under Partnership Act, 1932, vide Regd. No. 2159 of 2013, having its registered office at 501, Anand Capital, H.No. 7-1-79 & 80, Ameerpet, Hyderabad - 500 016, (Hereinafter referred to as the "**Vendor No.2**", which expression shall wherever the context so requires or admits, mean and include its Partners from time to time and their respective heirs, executors, administrators and assigns etc.).

VENDOR

PURCHASERS

3. **Dr.M.SATCHIDANANDA RAO**, S/o. M. Thirupathi Rao, major by age, Occ: Business, Resident of Anand Nilayam H.No. 7-1-79 & 80, Ameerpet, Hyderabad - 500 016, (Hereinafter referred to as the "**Vendor No.3**", which expression shall wherever the context so requires or admits, mean and include his heirs, legal representatives, executors, administrators and assigns etc.).
4. **Sri TAVINDER SINGH KOHLI**, S/o. Late Avtar Singh Kohli, major by age, Occ: Business, Resident of H.No.2-12-48/1, Staff Road, Opp: C.D.A, Secunderabad, (Hereinafter referred to as the "**Vendor No.4**", which expression shall wherever the context so requires or admits, mean and include his heirs, legal representatives, executors, administrators and assigns etc.)

AND

1. M. JYOTHI, W/O M. Satchidananda Rao, Aged about 50 years, Occ: Business, R/O. Flat No.501, Hyderabad.
2. M. VIVEKANANDA RAO, S/O. Dr. M. Satchidananda Rao, aged about 31 years, R/O Flat No. 501, Akash Deep Apartments, Begumpet, Hyderabad.
3. M. VENGAL RAO, S/o Late M. Srinivasa Rao, aged about 62 years, Occ: Business, R/o. Flat No. 403, Akashdeep Apartments, D. No. 1-10-125/4/F, Begumpet, Hyderabad.
4. M. ANDALU, W/o Mr. M. Vengal Rao, aged about 58 years, R/o. Flat No.403, Akashdeep Apartments, D. No.1-10-125/4/F, Begumpet, Hyderabad.
5. B. SUBHASHINI, W/o. B. Govinda Rao, aged about 57 years, R/o. Vidyanagar, Karimnagar.
6. M. VISHWAMBER RAO, S/o Mr. M. Thirupathi Rao, aged about 48 years, Occ: Business, R/o. Flat No.401, Swaroop Apartments, Leela Nagar, Ameerpet, Hyderabad.

VENDOR

PURCHASERS

7. M. MANJULA, W/o. Mr. M. Vishwambar Rao, aged about 43 years, R/o. Flat No.401, Swaroop Apartments, Leela Nagar, Ameerpet, Hyderabad.
8. M. THIRUPATHI RAO, S/o Mr. M. Joga Rao, aged about 78 years, Occ: Business, R/o. Flat No.501, Akash Deep Apartments, Begumpet, Hyderabad.
9. M. PRAMEELA, W/o. M. Thirupathi Rao, aged about 72 years, R/o. Flat No.501, Akash Ddeep Apartments, Begumpet, Hyderabad.
10. K. LATHA, W/o. Mr. K. Thirupathi Rao, aged about 44 years, R/o. Flat No.301, Akashdeep Apartments, Mayur Marg, Begumpet, Hyderabad.
11. M. CHAITANYANANDA RAO, S/o Dr. M. Satchidananda Rao, aged about 28 years, R/O Flat No. 501, Akash Deep Apartments, Begumpet, Hyderabad.
- 12.B. NARASINGA RAO, S/o. Mr. B. Prabhakar Rao, aged about 39 years, Occ: Service, R/o. Ameerpet, Hyderabad.
- 13.K. THIRUPATHI RAO, S/o. K. Sanjeeva Rao, aged about 45 years, R/o. Flat No. 301, Akashdeep Apartments, Begumpet, Hyderabad.
- 14.G. RAJU, S/o. G.A. Rao, aged about 42 years, Occ: Service, R/o. Kukatpally, Hyderabad.

(Hereinafter referred to as the "CONSENTING PARTIES", which expression shall wherever the context so requires or admits, mean and include their respective successors-in-title, legal heirs and assigns etc.)

The **Vendors** No.1 to 4 and the "CONSENTING PARTIES" are represented by their power of Attorney Holder **M/s. POORNA BUILDTECH PRIVATE LIMITED**, a private limited company incorporated under the Companies Act 1956 having its Office at Salarpuria Windsor, No.3, 4th Floor, Ulsoor Road, Bangalore 560 042

VENDOR

PURCHASERS

represented by its authorized Signatory, Mr. Piyush Agarwal, S/o. Mr. Pawan Kumar Agarwal, aged about 31 years, resident of India, being authorized to sign the agreement under Joint Development Agreement cum Power of Attorney Dated: 29/11/2014 Registered as document No. 4971/2014 of Book I in the Office of the Sub-Registrar, Hyderabad.

(The Vendor No.1, Vendor No.2, Vendor No.3, and Vendor No.4 are hereinafter to be called and referred as "**VENDORS**", which term shall also mean and include all their heirs, successors, representatives, administrators, assignees etc.) as party of the **FIRST PART**.

AND

M/s. POORNA BUILDTECH PRIVATE LIMITED, a company incorporated under the Companies Act, 1956, having its office at Salarpuria Windsor, No.3, 4th Floor, Ulsoor Road, Bangalore-560 042, Represented by its Authorized Signatory, Mr. Piyush Agarwal, S/o. Pawan Kumar Agarwal, aged about 31 years, R/o. Hyderabad.

(Hereinafter to be called and referred as "**DEVELOPER**", which term shall mean and include all its successors, representatives, administrators, assignees etc.) as party of the **SECOND PART**

In Favour of:

Mr. _____
 S/o. _____
 Aged About _____ years
 PAN No. _____
 R/o. _____

(Hereinafter referred to as the "**PURCHASER**", which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual his/her legal heirs, executors, administrators and permitted assigns and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heirs, executors and administrators of each of the partners and

VENDOR

PURCHASERS

in the case of a company or a body corporate its successors and permitted assigns) as party of the **THIRD PART**.

WITNESSETH:

WHEREAS the Vendor No.1 is the sole and absolute owner and possessor of the land admeasuring 18253 square yards in premises bearing H.No.8-1-328/1/2, Sy.No.72 (old), T.S.No.30, Block 'A', Ward No.13, situated at Shaikpet Village, Tolichowki, Hyderabad, Telangana State through Sale Deeds all dated 08.12.2006 registered as Document Nos.2500 of 2008, 2561 of 2008, 2562 of 2008, 2563 of 2008, 4175 of 2008, 4176 of 2008, 4161 of 2008, 4562 of 2008, 258 of 2009, 1911 of 2009, 2532 of 2009, 3151 of 2009, 3940 of 2009, 233 of 2010 in the office of District Registrar of Hyderabad (South). An extent of 1771 square yards has been acquired from the said land for the road widening leaving the balance area of 16482 square yards. The said land is more fully described in the item No.1 of the Schedule 'A' hereto.

I. AND WHEREAS the Vendor No.2 is the sole and absolute owner and possessor of land admeasuring G01-00 Guntas (4840 square yards) with Municipal No.8-1-328/1 in Survey Nos.62 and 64 of Shaikpet Village, Hyderabad, having acquired the same through a registered Sale Deed Document No.3806 of 2013 dated 24.07.2013 registered in the office of District Registrar, Hyderabad (South). The said land is morefully described in the item No.2 of the Schedule 'A' hereto.

II. AND WHEREAS the Vendor Nos.3 and 4 are the absolute owners and possessor of land admeasuring Acres 01-00 Guntas (4840 sq.yds) with Municipal No.8-1-328/1 in Survey Nos.62 & 64 of Shaikpet Village, Hyderabad, having acquired the same through a registered Sale Deed Document No.2161 of 2013 dated 25.04.2013 registered in the office of District Registrar, Hyderabad (South). The said land is more fully described in the item No.3 of the Schedule 'A' hereto. The Item No.1, 2 and 3 of the Schedule 'A' hereto is hereinafter collectively referred to as the "**Larger Property**".

III. AND WHEREAS the Vendor Nos.1 to 4 with a view to develop the Larger Property have entered into a Development Agreement cum General Power of Attorney dated 29.11.2014 registered as Document No. 4971 of 2014 in the office of District Registrar, Hyderabad (South) with the Developer (for sake of brevity

VENDOR

PURCHASERS

hereinafter referred to as "**DEVELOPMENT AGREEMENT**") and accordingly the Developer herein became entitled to the 64% (Sixty Four percent) share in the Larger Property and the corresponding constructed area for itself or its nominees being any purchaser desirous of having constructed area in the development to be undertaken by the Developer and receive all the sale consideration for the same directly;

IV. AND WHEREAS the Developer formulated a scheme of development of the Larger Property in to a mixed use development comprising of residential and commercial development known as "**MAGNUS, A Project Jointly Promoted By Salarpuria And Sattva Group**" which comprises of separate Residential development made up of blocks 'A', 'B', 'C' and 'D' each consisting of Basement, ground and upper floors with common entrances, lobbies, staircase, passages, lift along with Club House Block (hereinafter referred to as the "**Residential Development**") in part of the Larger Property and a Commercial Development. The Commercial Development will consist of Basement+Ground+Upper floors and such other purpose as may be decided at the sole discretion of the Developer and as permissible under the applicable law and sanctioning authority. The Residential Development and the Commercial Development shall be wherever applicable hereinafter collectively referred to as the "**Development**";

V. WHEREAS on an application made to Greater Hyderabad Municipal Corporation ("**GHMC**"), GHMC vide its permit order number 52914/HO/CZ/Cir-10/2016 dated 07.12.2016, and has approved plan for the Development, a copy of which has been made available to the Purchaser herein;

VI. WHEREAS though the extent of the Larger Property is 23,355 square meter (equivalent to 27,933 square yards) but the actual land available for the Development is 21,874.52 square meter (equivalent to 26,162 square yards) only and the plan has been sanctioned based on 21,874.52 square meter (equivalent to 26,162 square yards) of the Larger Property;

VII. WHEREAS the Residential Development is being constructed on portion of the Larger Property measuring 4.41 Acres, more particularly described in the consolidated schedule to the Schedule 'A' hereto and hereinafter referred to as "**SCHEDULE 'A' PROPERTY**" and the Commercial Retail Development is being

VENDOR

PURCHASERS

constructed on the remaining portion of the Larger Property measuring about 0.98 Acres and as such in terms of the Scheme of development, the undivided share agreed to be sold is from and out of the Schedule 'A' Property. The details of the two development on the Larger Property is shown in plan enclosed herein below as **Annexure -A**.

VIII. WHEREAS the Vendors and the Developer have by a supplementary agreement dated 8th March, 2017 have allocated their respective areas in the Building and the apartment which is stated in this agreement is falling to the share of the Developer and the Developer herein is entitled to construct and sell the said apartments and the corresponding undivided share in the Schedule 'A' Property in favour of the purchasers who are desirous of owning an apartment in the Residential Development on the Schedule 'A' Property;

IX. WHEREAS the Developer in the said Development on the Schedule 'A' Property will be providing common amenities and facilities as set out in **Annexure - B** hereto which are to be enjoyed in common by the apartment owners in the Residential Development;

X. WHEREAS the persons interested in owning an Apartment can purchase undivided share in the Schedule 'A' Property from the Vendors, duly nominated by the Developer, corresponding to the super built up area of the Apartment for themselves in the Building that is caused to be constructed on the Schedule 'A' Property by the Developer (the **Scheme**);

XI. WHEREAS the Purchaser has been made aware and confirms that the Purchaser is aware of the development of the Larger Property as mixed development comprising of Residential being development on portion of the Larger Property and Commercial Development being development on the remaining portion of the Larger Property each having separate entrance and exit and whereas the Purchaser is fully aware that Developer would be developing the Residential Development in phases;

XII. AND WHEREAS the Purchaser has verified the title documents and after having scrutinized and being satisfied as to the title of the Vendors to the Schedule 'A' Property and the right, title and interest of the Developer in development of the

VENDOR

PURCHASERS

Development on the Schedule 'A' Property, represents that he/she is eligible and desirous of purchasing ____ % undivided share (out of the Developer share of undivided share under the Development Agreement) in the Schedule 'A' Property from the Vendors which are more fully set out in the Schedule 'B' hereto and hereinafter referred to as the Schedule 'B' Property corresponding to a ____ bedroom Apartment bearing No.____, of _____ square feet of Super built up area on the _____ floor of the Block '____' in the development known as "**MAGNUS, A Project Jointly Promoted By Salarpuria And Sattva Group**" constructed on the Schedule 'A' Property with proportionate share in the common areas in the Residential Development as may be applicable to the said Apartment together with exclusive right to use terrace / garden Area NIL square feet and _____ () car parking spaces in the said Block which are more fully set out in the Schedule 'C' hereto and hereinafter referred to as the Schedule 'C' Property or the Schedule 'C' Apartment.

XIII. WHEREAS the Purchaser herein declares that he/she/it/they shall along with other purchasers of residential Apartments in the Residential Development shall join in forming and registering the Association under the relevant provisions of the Societies Act, 1964 in the name and style "**Magnus Apartment Owners Association**" and to sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Association, including adoption of the bye-laws of the Association;

XIV. WHEREAS the Purchaser herein declare that the Purchaser of the residential Apartment shall be bound by the Bye laws of the Association thus formed in the aforesaid manner and the operation and maintenance of the common areas of the Residential Development shall be governed by the Bye-laws of the Association;

XV. WHEREAS the Parties after discussions and negotiations between them with regards to the development of the Residential Development on the Schedule 'A' Property, consuming the FAR of the Schedule 'A' Property and the number of apartments to be constructed in the Residential Development on the Schedule 'A' Property, the Purchaser herein has agreed to purchase and the Vendors duly confirmed by the Developer has agreed to sell the Schedule 'B' Property under the Scheme of development as per the plans approved by GHMC and other competent authorities, subject to the terms and conditions herein contained.

VENDOR

PURCHASERS

XVI. NOW THIS AGREEMENT FOR SALE WITNESSES AS FOLLOWS:

- 1) That in pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Parties hereto and in consideration of the advance paid this day by the Purchaser, the Vendors duly confirmed by the Developer, agrees to sell and the Purchaser agrees to purchase ____ of undivided share in the Schedule 'A' Property which is more fully set out in the Schedule B hereto and hereinafter referred to as the Schedule 'B' Property corresponding to a _____ bedroom Apartment bearing No. _____, of _____ square feet of Super built up area on the _____ floor of the Block '____' in the development known as "**MAGNUS, A Project Jointly Promoted By Salarpuria And Sattva Group**" constructed in the portion of the Schedule 'A' Property, with proportionate share in the common areas in the said Residential Development as may be applicable together with exclusive right to use terrace / garden Area NIL square feet and ____ () car parking spaces in the said Block, which apartment is more fully set out in the Schedule C hereto and hereinafter referred to as the Schedule 'C' Property or the Schedule 'C' Apartment for a total sale consideration of **Rs.____/- (Rupees _____ Only)** to be paid by the Purchaser to the Developer, subject to the compliance of the terms, conditions and covenants herein contained.
- 2) The Purchaser has paid a sum of **Rs.____/- (Rupees _____ only)** to the Developer by :

a. Cheque No. _____ dt. ____/____/2017, drawn on _____ Bank.

the receipt of which the Developer hereby accepts and acknowledges. Service tax, GST, Value Added Tax, Cess or any tax to be levied on Sale consideration paid in respect of the Scheduled 'C' Apartment or on the transaction as set out herein as applicable from time to time shall be borne by the Purchaser irrespective of whether the tax is levied by the Central Government or State Government or any other statutory authority entitled to levy such kind of tax;

XVII. The Purchaser has assured the Developer that the balance of the consideration will be paid by the Purchaser to the Developer as per the schedule of payment envisaged in **Annexure -C** hereto, time of payment of

VENDOR

PURCHASERS

each installments being the essence of the contract in view of the Scheme. The Developer has further informed the Purchaser and the Purchaser is fully aware that the default in payments of the balance amount would affect the entire project as envisaged, as there are other purchasers who have joined, and will, from time to time join the scheme to purchase the undivided share based on the assurance given by the Purchaser that there will not be any delay in payments of the balance of the installment of the sale consideration or the other payments set out hereinabove. The Purchaser further agrees that any delayed payment having been accepted by the Developer will not preclude the Developer to enforce the termination clause in case of subsequent default/s and such acceptance of payment of any of the delayed installment shall not be construed as waiver of the rights of the Developer under clause 5 hereof.

XVIII. All payments shall be made by Cheque or Demand Draft payable in favour of the Developer. In cases of out station Cheque or Demand Draft or Wire Transfer, the collection charges, if any will be debited to the Purchaser's account and credit for the payment made will be given on net credit of the amount. In case of the first instance of a cheque being dishonored, a sum of Rs. 600/- (Rupees Six Hundred Only) would be debited to the Purchaser's account. In the event of any subsequent instance of a cheque being dishonored, a sum of Rs. 1,000/- (Rupees One Thousand Only) would be debited to the Purchaser's account. This is without prejudice to the right of the Developer to terminate this Agreement as breach on the part of the Purchaser.

XIX. In the event of there being any breach of any of the terms of this Agreement or any default by the Purchaser in payment of the sale consideration or any installment thereof on the due dates for whatsoever reasons or default in payment of the amounts set out in clause 6 below, it shall be construed as breach of contract committed by the Purchaser and without prejudice to any other rights, the Purchaser agrees that the Developer, at its discretion/option may:

- (a) Either continue with this contract and claim the amounts in default/arrears with interest on the defaulted installments at the rate of 1.50% per month from the date of default to the date of payment. In

VENDOR

PURCHASERS

such an event, even after the amounts with interest are paid, the Purchaser will not be entitled to timely possession of the Schedule 'B' and 'C' Property. In case of the Purchaser becoming due to pay the interest as set out in this clause, the Purchaser agrees that amounts paid by the Purchaser would be first adjusted towards the interest payable by the Purchaser and the balance amount will be adjusted towards the installments due and if there is any shortfall of the installment, the Purchaser will be required to pay such shortfall immediately to make up the installment/s which are due and payable. The Purchaser has agreed that acceptance of any delayed installment with interest due thereon shall not be considered as the waiver of the right of the Developer to terminate this Agreement for reasons of any subsequent breach of the Purchaser.

-OR-

- (b) In the event of the Purchaser not rectifying any of the breach within 21 days of the notice to rectify the breach, the Developer at its discretion/option will be entitled to terminate this Agreement and treat a sum equivalent to 20% of the entire sale consideration under this Agreement as forfeited and adjust it as pre-estimated liquidated damages which the Purchaser agrees is the true and reasonable pre-estimated damages that will be suffered by the Developer as the result of the Purchaser's default. In addition to the pre-estimated liquidated damages, the Developer will also be entitled to and the Purchaser will be liable to pay all over due interest, statutory payments namely VAT, service tax, etc., till the date of such termination. The pre-estimated liquidated damages and the statutory payments will be deducted from and out of the money paid by the Purchaser under this Agreement and on such termination by the Developer, the Developer will be entitled to deal with the Schedule 'B' and 'C' Property, including selling the same to anybody, without any further reference to the Purchaser. The balance money, if any, shall be paid to the Purchaser or the Lender, in case of any loans being taken by the Purchaser for this transaction, within four weeks of the disposal of the Schedule 'B' and 'C' Property;
- (c) If the amount of the liquidated damages under clause 5(b) is more than the amount paid by the Purchaser under this Agreement, then,

VENDOR

PURCHASERS

the Developer will have the right to claim the difference between the amounts paid and the balance of the liquidated damages from the Purchaser.

- (d) If the Purchaser desires to terminate this Agreement for no cause, the Purchaser shall notify the Developer of its intent to terminate in writing with acknowledgement. On such notification by the Purchaser, the Developer will be able to sell the undivided share herein under the scheme to any other purchaser and on the receipt of the sale consideration from the third party/ purchaser, to the extent of only the amounts received from the Purchaser will be paid to the Purchaser after deduction of 20% of the entire sale consideration as forfeited and the same would be adjusted as pre-estimated liquidated damages which the Parties agree is the true and reasonable pre-estimated damages that will be suffered by the Developer as the result of the Purchaser's termination. All the amounts in excess shall be will be taken by the Developer in addition to the amounts of deduction of 20% as the liquidated damages. In case the sale consideration is less than the amounts received from the third party purchaser, then in that event the Purchaser will be entitled to that amount only after deduction of the 20% towards liquidated damages. The amounts paid as overdue interest, statutory payments namely VAT, service tax, etc., till the date of such termination will be non-refundable and not to be paid to the Purchaser under this clause.

XX. Apart from the sale consideration payable as set out in clause 1 above, the Purchaser shall also be liable to pay to the Developer:-

- a. the deposits/or other charges or levies demanded or required to be paid for electricity, water, proportionate cost of cable, panel board, Transformers, HT works, and any other Governmental/Statutory Authority, proportionate cost of sewage treatment plant, proportionate cost of electricity transformer, water meter, reticulated gas pipe connection to the apartment kitchen.
- b. The stamp duty, registration fee and charges as applicable and legal charges and service charges as fixed by the Developer in regard to the Deed of Conveyance in respect of the Schedule C Apartment and service charges as decided by the Developer for transfer of khata in the name of the Purchaser.

VENDOR

PURCHASERS

- c. the cost and taxes as applicable on any work executed by the Developer either in addition to or in modification of what is specified in Schedule 'C' and the cost of any extra facilities provided by the Developer on the request of the Purchaser.
- d. Maintenance Corpus of Rs. 75/- per sq. ft of the Schedule 'C' Apartment which shall be handed over to the Association of owners by the Developer on the same being formed and on the maintenance being taken over by the owners of the Building. The amounts received by the Developer shall not carry any interest burden on the Developer. The Developer shall use the notional interest earned on the Maintenance Corpus amount based on the interest given by any Nationalised Bank for an annual deposit for maintenance of the Building Blocks on the Schedule 'A' Property for one year after issue of occupancy certificate and maintenance deposit shall be held by the Developer till maintenance of the Building Blocks on the Schedule 'A' Property are carried out by Developer. The aforesaid amount will be utilized for maintenance of all common services, except Capital expenditure like replacement of the Generator, Transformer or painting of common areas etc.
- e. 12 months of the estimated maintenance charges of Rs.4/- per sq. ft. of the super built up area of the Schedule 'C' Apartment, per month on Schedule C Apartment amounting to Rs.48/- in advance to be paid from the date of the Developer having informed the Purchaser of the Schedule 'C' Apartment being ready for possession whether possession of the Schedule 'C' Apartment is taken or not.
- f. The Maintenance Corpus amount paid above if not collected in the name of the Association, will be transferred to the body incorporated / association of Apartment owners when the apartment owners take over the body incorporate / association that would be formed by the Vendors and the Developer. The Purchaser shall not seek for refund of maintenance deposits paid by the Purchaser for the purpose of the maintenance of common areas, facilities, amenities of the Residential Development. The balance of the Maintenance Corpus amount paid above will be transferred to the Apartment Owners Association on handing over of maintenance of the Building Blocks on the Schedule

VENDOR

PURCHASERS

'A' Property to it after deducting any shortfall of interest amount towards maintenance expenses under clause (d) above;

- g. The Purchaser will be required to pay a sum of Rs. 1,60,000/- towards the cost of providing amenities and facilities in the Club, which amount is to be paid with the last installment amount as given in Annexure -B hereto.
- h. Service tax, GST, Value Added Tax, sales tax, goods and service tax when applicable, Cess or any tax that may be levied on construction cost paid in respect of the Schedule 'C' Apartment or the amounts payable under clause 6 of this Agreement or on the transaction as set out herein as applicable from time to time or any of the service charges paid to the Developer shall be borne by the Purchaser irrespective of whether the tax is levied by the Central Government or State Government or any other statutory authority entitled to levy such kind of tax.
- i. The Developer has paid the Development charges and obtained permission in accordance with Rules in force. If for any reason, the Urban Development Authorities impose additional Development charges, subsequent to this Agreement, the Purchaser shall bear the same in proportion to the built – up area of the Residential Apartment.
- j. The Purchaser shall pay subscription charges and separate usage charges as may be fixed by the Developer for such facilities as may be provided by the Developer in the club house. On formation of Apartment Owners Association and handing over of management to it, the Association will fix the maintenance charges from time to time and the Purchaser shall pay the maintenance charges accordingly.

XXI. The Schedule 'C' Apartment to be constructed shall be in accordance with the specifications contained in **Annexure –A** hereto. The Developer shall also be entitled to alter the specifications set out in Annexure-A by substituting equivalent items. Subject to Clause 14 hereunder, the Developer agrees to deliver the Schedule 'C' Apartment by December, 2020. The Developer will have additional grace period of 6 (Six) months.

VENDOR

PURCHASERS

XXII. The Purchaser agrees that the Developer may make such variations or modifications in the plans/ designs/ specifications, as may be required during the construction or as required by any statutory authority or otherwise deemed necessary or advisable by the Developer in view of site requirement without however substantially altering the dimensions and the total area of the Schedule 'C' Apartment.

XXIII. The Purchaser agrees that only after full and final payments under this Agreement, the Purchaser will be entitled to conveyance and joint possession of the Schedule 'B' Property.

XXIV. The Purchaser shall not seek partition or division or separate possession in respect of the undivided share to be conveyed, under any circumstances. In the event of there being reconstruction, the Purchaser herein will be entitled to the same size of the Schedule 'C' Apartment irrespective of the undivided share that may be allocated for such reconstructed apartment at any future point in time which may vary due to any increase or decrease in the F.A.R;

XXV. The Developer has informed the Purchaser that the Residential Development which is being constructed on the Schedule 'A' Property is based on the building plans approved by the GHMC and other competent authorities. The Purchaser has agreed that if there are any changes in FAR norms and based on further changes in the government policy, which permits the additional construction, the undivided interest shall proportionately stand varied for which the Purchaser has agreed and has no objection for such change in the undivided share so long as the size of the Schedule 'C' Apartment is not changed, and accordingly the sale deed shall be executed in favour of the Purchaser for the realigned undivided share.

XXVI. The Purchaser shall be entitled to the rights enumerated in the **Schedule 'D'** hereto and shall have the obligations in the **Schedule 'E'** hereto in regard to the use and enjoyment of the Schedule 'C' Apartment to be constructed by the Purchaser through the Developer in the Schedule 'A' Property and the enjoyment of the ground, common areas and other matters connected therewith and the terms therein are part and parcel of this Agreement;

VENDOR

PURCHASERS

XXVII. The Schedule 'A' Property on which the said Residential Development is to be constructed will be held by all the apartment owners as "co-owners" each having an undivided share therein as per the terms and conditions of the Deed of Conveyance obtained from the Vendors and the Developer and all passages, lobbies, staircase, water lines, sewer lines as also the other areas which are used in common by the apartment owners, will belong to and vest in the apartment owners, to be used by all of them jointly and in common and none of the apartment owners shall place any obstructions or store or keep any articles in the common areas of the said Residential Development. The intending purchasers of the Schedule 'C' Apartment shall automatically without any option become the member of the association of owners on the conveyance being executed.

XXVIII. The date stipulated for delivery of the Schedule 'C' Apartment is subject to variation on account of force majeure or acts of God or Government Orders/ Restriction/delay, controls and other reasons which are beyond the control of the Developer. The Developer shall make every effort to obtain Occupation Certificate, electrical, sanitary and water connections within the stipulated date. However the Developer shall under no circumstances be responsible for any such delays being caused for obtaining the commencement certificate, occupancy certificate, electrical, sanitary and water connections from concerned Statutory Authorities and to this effect, the Purchaser shall not be entitled to claim any damages/losses etc., in what so ever manner against the Vendors or the Developer under any circumstances on the grounds herein above or for the reasons incidental to the said grounds and the Purchaser fully indemnifies the Vendors and the Developer to this effect.

XXIX. Consequent upon the Developer informing that the Schedule 'C' Apartment is ready for handover, the Purchaser shall, within 30 days of such intimation, make all payments under this Agreement and shall come forward to take possession of the Schedule 'C' Apartment as well as conveyance of the Schedule B undivided share. In the event of the Purchaser failing to make payments under this Agreement and take conveyance, the Purchaser shall be liable to pay/bear all the consequential expenses and power demand charges from the date of the connection/taxes/levies/charges, increase in income tax payable by the Vendors/the Developer due to delay in taking conveyance and such amounts shall be paid before the conveyance deed is executed in favour of the Purchaser. Apart from paying the above amounts, the Purchaser shall

VENDOR

PURCHASERS

also become liable to pay to the Developer, holding cost of Rs. 10/- per square feet of the Schedule 'C' Apartment per month or for the part of the month, from the due date of taking conveyance and possession till the actual possession and conveyance is taken. All the amounts due under this clause shall be paid before taking possession and conveyance of the Schedule B undivided share.

XXX. The Purchaser after taking possession of the Schedule 'C' Apartment shall have no claim against the Vendors/the Developer in respect of any alleged defect in work in the said Schedule 'C' Apartment under any circumstances. However, in the event of any structural defects including seepage, not caused due to any act of the Purchaser, being informed by the Purchaser in writing within period of 12(Twelve) months from the date of possession or Occupation certificate of the Schedule 'C' Apartment whichever is earlier, the Developer will attend to the same. However, cracks in plaster being natural phenomena shall not be considered as defect. In case of any dispute the decision of the project architect in this regards shall be final and binding;

XXXI. The Purchaser has agreed to marginal variation in the constructed area of the Schedule 'C' Apartment on the completion of the Schedule 'C' Apartment and the Purchaser has understood that the drawing and as built there could be some marginal change in the size of the Schedule 'C' Apartment. Neither party shall have any claim for such marginal variation in the size of the Schedule 'C' Apartment. It has been agreed between the parties hereto that the area statement issued by the Project Architect in this regard will be final and binding.

XXXII. The Purchaser/s undertakes that he/she/it/they shall have no right whatsoever to obstruct or hinder or prevent the progress of the construction of the said Residential Development or in any other parts of the Schedule 'A' Property being done by the Vendors/the Developer in any manner or he/she/it/they shall not raise any objection on whatsoever ground including dust, noise, pollution, nuisance or annoyance that may be caused due to such construction and that the Purchaser agrees that the Vendors/the Developer will be entitled to free access for the development, through all the common areas of the Schedule 'A' Property including roads, right to draw water, sewerage, electricity, data, voice, etc., lines and cables as the case may be for the balance of the development undertaken by the Vendors/the Developer in the Schedule 'A' Property.

VENDOR

PURCHASERS

XXXIII. The Purchaser is aware of the Development of the Schedule 'A' Property is comprising of Residential Development, the Commercial Development and the club house. The Purchaser has understood that the Commercial Development will be privately owned by the Vendors/the Developer or any one claiming through the Vendors/the Developer and the said Commercial Development shall exclusively belong to the Vendors/the Developer and the same is capable of being conveyed and registered along with proportionate undivided share to purchaser/s in the Schedule 'A' Property as individual property capable of independent use. The Vendors/the Developer is entitled to all the revenue, consideration received from the Commercial Development. The owners and occupants of the Commercial Development have no right, interest and title in the Residential Development including the amenities and facilities therein and vice versa.

XXXIV. The Vendors/the Developer will be providing a Club House which will be available for use by the purchasers/occupiers of the said Residential Development which is being constructed on the Schedule 'A' Property. The said club house facilities would be managed and maintained professionally taking into consideration the facilities provided therein and Purchaser is fully aware that the running of the Club House and the facilities therein is a specialized field and requires experts in the field of management and operation of such facilities and accordingly the Purchaser has agreed that the said Club Facility would be either given on lease/ operation to the professional entity as appointed by the Developer and on the formation of the Association to be continued by the Association of apartment owners, and such professional entity will run and operate the Club Facility subject to the rules and regulations that would be formulated by the Vendors/the Developer, in consultation with the operator of the said Club Facility in addition to what has been agreed by the Purchaser in the following terms:-

- a) That the Purchaser is aware that the membership of the Club Facility and the use thereof is available to the Purchaser subject to the terms and conditions and rules and regulations as may be laid down by the management of the Club Facility. The Purchaser acknowledges and agrees that it has a continuing obligation to contribute towards the annual subscription charges that may be fixed by the manager / operators of the club. The Purchaser is also aware of and agrees that

VENDOR

PURCHASERS

the Purchaser shall be required to pay monthly charges for the use of the facilities from time to time as fixed by the manager/operator and such amounts shall be in addition to the annual subscription to be paid by the Purchaser.

- b) The membership of the Club and Sports Facility is available to the Purchaser as long as the Purchaser is the owner of the Schedule 'C' Apartment. In the event of the sale or transfer of the Schedule 'C' Apartment by the Purchaser in any manner whatsoever, the transferee shall become entitled to the membership of the said Club Facility and the Purchaser herein shall no longer being the member of the Club Facility.
- c) The use of the Club Facility by the Purchaser shall apart from the other rules and regulation shall be in the following manner:
 - i) In the event of the Schedule 'B' Property is purchased by a partnership firm or any association of persons then in that event a partner or the associate or any authorized representative of the said partnership firm or Association of Persons ("AOP") occupying the Schedule 'C' Apartment would be entitled to use the said Club Facility.
 - ii) In the event of the apartment being purchased by a public limited or a private limited company, then in that event any person occupying the Schedule 'C' Apartment as the authorised occupier of the said company shall be entitled to the use of the said Club Facility.
 - iii) In case of inheritance of the said apartment, then in that event, the person inheriting / occupying the Schedule 'C' Apartment shall be entitled to membership of the said Club Facility.
 - iv) In the event of there being Co-Owners of Schedule 'C' Apartment, then in that event such Co-Owners occupying the apartment will be entitled to the use of the said Club Facility. In any other case like tenancy, lease, license etc, the occupier of the Schedule 'C' Apartment will be entitled to the use of the said Club Facility which has to be notified by the Purchaser.

VENDOR

PURCHASERS

XXXV. If any development and/or betterment charges or other levies are charged, levied or sought to be recovered by GHMC or other Public Authority in respect of the Schedule 'A' Property, the same shall be borne and paid by the Purchaser in proportion to his/her/their/its undivided share in the Schedule 'A' Property.

XXXVI. All letters, receipts or notices issued by the Vendors/ the Developer dispatched under Certificate of Posting/Registered Post Acknowledgement due to the address of the Purchaser given in this Agreement will be sufficient proof of service thereof on the Purchaser and shall effectively discharge the Vendors/the Developer from the obligations to issue any further notice;

XXXVII. No change, variation or modification of any of the terms and conditions set forth herein shall be valid unless incorporated as an amendment to this Agreement and signed by both the parties;

XXXVIII. The Parties hereto agree that in the event of there being any delay in or indulgence shown by either of the parties with regard to the enforcement of any of the terms of this Agreement the same shall not be construed as a waiver on the part of the party showing such indulgence or tolerance or any indulgence or forbearance shall not be deemed to be a waiver of the rights and the parties shall be entitled to enforce such right without prejudice to such indulgence or tolerance shown.

XXXIX. In the event that any provision of this Agreement or any of the conditions of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indication of the same are received by either of the parties of any relevant competent authority, the parties shall amend the provision in such reasonable manner as achieves the intention of the parties without illegality or at the discretion of the parties it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force;

XL. The Parties acknowledge that this Agreement and these conditions contain the whole Agreement between the parties and supersede all the

VENDOR

PURCHASERS

previous letters, correspondences, writings, etc., between the parties;

XL I. The Purchaser covenants and agrees that the Vendors/the Developer will be entitled to utilise by way of transfer of developmental rights of any other property on the Schedule 'A' Property as well as the Vendors/the Developer will be entitled to sell / transfer the development right of the Schedule 'A' Property to any other person or property or as may be permitted under any provisions of law. The Vendors/the Developer in either of the aforesaid cases will not be required to pay any amounts to the Purchaser or any one claiming through the Purchaser, however the size of the Schedule 'C' Apartment will not be affected in any manner.

XL II. The covenants and undertaking given by the Vendor and the Purchaser shall also be incorporated in the sale deed and association declaration as applicable.

XLIII. THE VENDORS AND THE DEVELOPER COVENANT WITH THE PURCHASER AS FOLLOWS:

- (i) That the Vendors are sufficiently entitled to and deal with the FAR of the Schedule 'A' Property and is entitled to sell and convey the Schedule 'B' Property to the Purchaser herein;
- (ii) That Vendors agree to do and execute or cause to be executed all acts, deeds and things, as may be required by the Purchaser for more fully and perfectly assuring the title of the Purchaser to the Schedule 'B' Property;
- (iii) That the Vendors will not convey or cause to be conveyed to any person, any interest without incorporating the covenants and stipulations as are agreed to and undertaken as between the Vendors/the Developer and the Purchaser as per this Agreement;
- (iv) That the Vendors will pay all taxes, rates and cesses in respect of the Schedule 'B' Property up to the date of possession or completion of the Schedule 'C' Apartment to be constructed whichever is earlier;

XLIV. THE PURCHASER COVENANT AND UNDERTAKE WITH THE VENDORS AND THE DEVELOPER AS FOLLOWS:

- a) That the Purchaser shall not be entitled to claim possession of the Schedule

VENDOR

PURCHASERS

'B' Property and Schedule 'C' Apartment to be constructed until the Purchaser fulfils and performs all the obligations and completes all payments under this Agreement;

b) That the Purchaser will bear the cost of stamp duty, registration charges in connection with this Agreement to Sell and the Sale Deed and legal fees. The Purchaser shall also pay for and towards the Khata Transfer charges/fees, Electricity Meter transfer charges/fees as may be demanded by the Statutory Authorities and as decided by the Developer. The Purchaser shall pay to the Developer service charges (plus service tax) for undertaking the aforesaid. The Purchaser covenants that the Purchaser shall not seek to independently undertake the aforesaid services through other outside service providers except the Developer herein as the Purchaser is fully aware that there are other purchasers of the apartments and in order to maintain the uniformity and timely transfers it shall engage the services of the Developer. This clause is also one of the essence of the contract.

c) That the Purchaser has inspected the documents of title, relating to the Schedule 'A' Property belonging to the Vendor, the scheme of Development, the right of the Developer to develop the Schedule 'A' Property and the Developer's right to receive the consideration under this Agreement and after being satisfied with the title, having understood the scheme of Development and the Developer's rights, has entered into this Agreement;

d) The Purchaser hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the Purchaser and the Developer as on date of the application for allotment and the Purchaser shall have no right to renegotiate on the consideration in comparison with the other purchasers and/or for whatsoever other reasons may be.

e) That the Purchaser shall not be entitled to transfer/ assign the rights (only after completion of 18 [Eighteen] months from the date of this Agreement or from the date of 80% of the total sale consideration, whichever is later) under this Agreement in favour of anyone else except with the prior written consent of the Developer and payment of the transfer fee to the Developer which shall be 4% of the total consideration payable under this Agreement and the Development agreement. For the purpose of this clause, if the Purchaser is a company-public or private limited, any transfer of majority shares shall be deemed to be transfer and in case of partnership firm any change in the constitution of the partners of such partnership shall deemed to be transfer and in case of any association of persons

VENDOR

PURCHASERS

any change of associates of such association shall be deemed to be transfer, and in such situation transfer fee as applicable

f) If the Purchaser herein has opted for subvention scheme then in that event in the absence of there being any breach on the part of the Vendors/the Developer, the Purchaser will not be entitled to terminate this Agreement and the Purchaser would be deemed to have voluntarily given up the right to terminate. The Purchaser, if having has opted for the subvention scheme, is fully aware that the restriction placed on the Purchaser is due to the fact that the Developer has agreed to pay interest and comply with the certain terms under such subvention scheme.

g) That the Purchaser will not hinder or obstruct the use of the specified demarcated open/covered car parking areas/Terraces Area/Basement Area and other areas allotted specifically by the Developer to a particular apartment (irrespective of the undivided share in the Schedule 'A' Property allotted to each of the apartment) after taking possession and even after the association is formed.

h) The Purchaser will not change the location of the diesel gensets installed, the sewerage treatment plant installed, the pump rooms, overhead tanks, solar panels, common amenities provided in the Schedule 'A' Property;

i) The Vendors/the Developer will have the exclusive right to appoint a service provider for the maintenance services that are to be provided to the Building. The charges for providing such services and maintenance shall be paid directly to the agency appointed by the Vendors/the Developer. The apartment owners shall not make arrangements with any outside agency for availing such services. Any service tax payable to such agency for the maintenance services being provided shall be borne by the Purchaser along with the other apartment owners. The appointment of such service provider shall be of a professional agency who would be charging the Purchaser and the other apartment owners.

j) That the Purchaser agrees to pay all the statutory dues to the Developer including for that of the said Residential Development from the date the Schedule 'C' Apartment is ready for occupation and upon intimation of the same by the Developer in accordance with the Agreement, whether possession of the Schedule 'B' Property is taken or not, pay proportionate share of all out-goings and maintenance and general expenses such as Insurance, Municipal taxes/expenses and cesses, electrical, domestic and non-domestic water tax, and all other charges for the common areas of the Schedule 'A' Property and the said Residential

VENDOR

PURCHASERS

Development standing thereon as determined by the Developer and the Vendors/the Developer shall under no circumstances be liable for the same. The Purchaser also agrees that in the event the Vendors/the Developer pays any of the aforementioned amounts on behalf of the Purchaser, the Purchaser shall reimburse the same to the Vendors/the Developer immediately upon receipt of notice of the same from the Vendors/the Developer without any demur or protest. The Purchaser shall become the member of the association of the apartment owners that shall be formed on or before completion of the development, by the Vendor and the Developer.

k) The decisions or certificates that may be taken or issued from time to time by the architects and consultants engaged by the Developer for the construction of the Residential Development shall be final and binding on the Purchaser concerning the construction of the said Schedule 'C' Apartment and/or the specifications thereof and/or amenities and/or fixtures and fittings that may be provided therein by the Developer. The Purchaser shall not be entitled to challenge the same and or demand any change on any other grounds. The Purchaser shall also observe and abide by all the laws of the land, Bye-laws, Rules and Regulations prescribed by the Government, Greater Hyderabad Municipal Corporation ("GHMC"), HUDA or any other Statutory Authority, and the owners association that may be formed in regard to ownership or enjoyment of such apartments and pay all taxes, rates and cesses as applicable;

l) The Purchaser shall abide by all the rules and regulation of the Club and Sports Facility, swimming pool and all its common amenities and facilities that may be framed by the Developer / operator-manager of the club.

m) The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipment and services, pollution control and general safety equipment and services of the said Residential Development. The Purchaser shall with the other owners of the apartment take over the said Residential Development and the maintenance thereof through the apartment owners' Association.

n) The Purchaser with the other owners of the apartments through the apartment owners' Association shall at all times keep the annual maintenance contracts with regards to all safety equipment such as lift, generator, heating and cooling systems, equipment provided for fire safety, pollution control, equipment relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipment valid and shall pay the amounts of annual

VENDOR

PURCHASERS

maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Vendors/the Developer in the said Residential Development.

o) Consequent upon the Vendor informing that the Schedule 'C' Apartment is ready for handover, the Purchaser/s shall, within 30 days of such intimation, make all payments under this Agreement shall come forward to take possession of the Schedule 'C' Apartment as well as conveyance of the undivided share in the Schedule 'A' Property. In the event of the Purchaser/s failing to make payments under this Agreement and take conveyance, the Purchaser/s shall be liable to pay/bear all the consequential expenses and power demand charges from the date of the connection/taxes/levies/charges, increase in income tax payable by the Vendor due to delay in taking conveyance and such amounts shall be paid before the conveyance deed is executed in favour of the Purchaser/s. Apart from paying the above amounts, if the Purchaser/s fails to take possession of the Schedule 'C' Apartment within a period of 90 days after such intimation, the Purchaser/s shall also become liable to pay to the Vendor, holding cost of Rs. 10/- per square feet of the Schedule 'C' Apartment per month or for the part of the month, from the due date of taking conveyance/possession till the actual possession/conveyance is taken as a reasonable pre-estimate of the repainting, cleaning and other expenses incurred by the Vendor prior to handing over the possession of the Schedule 'C' Apartment. All the amounts due under this clause shall be paid before taking possession and conveyance of the Schedule 'C' Property under this Agreement;

p) In the event of there being any delay for reasons otherwise set out in Clause 14 above and the Purchaser has not committed any default of any of the terms nor delayed nor has been in default of payment of any of installment payable by the Purchaser as per Annexure B then in that event:

- i) the Developer shall become liable to pay to the Purchaser an amount of Rs. 5/- per square foot of the Schedule 'C' Apartment per month or part thereof for the period of delay in handing over the Schedule 'C' Apartment. The Purchaser has agreed and recognizes that the amount paid under this clause is adequate compensation. The said compensation is payable by the Developer at the time of registration of the Sale Deed of the Schedule 'B' Property or at the time of handing over of the possession of the Schedule 'C' Apartment whichever is later.

-OR-

VENDOR

PURCHASERS

- ii) The Purchaser can choose to terminate the Agreement by giving 30 days' notice and on such termination this Agreement and the Agreement for sale shall stand terminated. The Developer shall sell the Schedule 'C' Apartment under the scheme and all the sale consideration received from such sale shall belong to the Purchaser herein. In the event of the Schedule 'C' Apartment under the scheme is not sold within 6 months of the Purchaser terminating this Agreement the Developer shall become liable to pay interest on the amounts received under this Agreement at the rate of 12% per annum. All the overdue interest, statutory payments made till date by the Purchaser, viz, VAT Service Tax etc., till the date of such termination will be nonrefundable and not paid to the Purchaser under this clause.
- q) The Purchaser, along with the other apartment owners at all times maintain all facilities, machinery, equipment installed in the said Residential Development and shall ensure that all Agreements for maintenance of such equipment, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- r) After the maintenance of the said Residential Development is handed over to the Association that has been formed, the Vendors/the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the apartment owners, service providers or their agents with regards to the fire equipment, fire protection systems, their supporting equipment, pollution control and other general safety equipment, related facilities and services. The Purchaser shall ensure that periodical inspections of all such equipment and facilities are made by them so as to ensure proper functioning of all such equipment.
- s) The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the said Residential Development or obstruct any open place meant to be retained as open place or obstruct free movement of vehicles including fire tenders, and such other vehicles required to ensure safety and statutory compliance.
- t) The Purchaser further agrees that pursuant to taking possession, the Purchaser shall maintain the front elevation and the side and rear elevations of the Residential Development and the Schedule 'C' Property in the same form and color

VENDOR

PURCHASERS

as the Developer constructs it and in the manner when possession was delivered, and shall not at any time alter the said elevation in any manner whatsoever, without the prior written consent of the Developer or the Association (hereinafter defined), as the case may be. The Purchaser shall not put up any structures, grills or through any other manner change, in any manner, the exterior of the building and shall not put up any structure over the lawn or parking spaces or any other common areas. The Purchaser shall not be entitled to alter the appearance, color scheme of the exterior of the building or the exterior of the lobby, wall or entrance to the Residential Development on the Schedule 'A' Property.

u) The Purchaser shall abide by the plan and construction approved by the consultants, as being constructed by the Developer. The Purchaser agrees that so long as the area of the Residential Apartment is in accordance with Schedule C and is not altered, the Developer shall be at liberty and is hereby permitted by the Purchaser to make such variations, changes, amend, alter or modify the said plans, designs, elevations and specifications of the Residential Development and/or of the Building, including relocating the open spaces or car parking spaces, as may be considered fit by the Developer or as may be required by the competent authority, which changes would be notified to the Purchaser from time to time, and the Purchaser hereby consents to all such variations.

v) The Purchaser shall not do any act or thing that may adversely affect the aesthetic appearance or beauty of the Building or the Residential Development nor do anything which may cause any nuisance or obstruction or hindrance to owners / residents of other residential Apartments.

w) The Purchaser agrees that, in the event of any Loan/Home Loan is availed by the Purchaser from any Bank/Financial Institution for the payment of the amounts under this Agreement, the Purchaser shall obtain the prior written permission of the Developer for the same and the same will be at the entire risk, cost and consequences of the Purchaser and that the Vendors/the Developer will not be liable in any manner and that in case of termination the Purchaser shall be solely liable to discharge such loans / home loans.

x) The Purchaser agrees and acknowledges that the Vendors/the Developer has a right to mortgage the entire Schedule 'A' Property for raising finances to execute the construction and development of the Residential Development.

y) The Purchaser shall not throw garbage/ used articles/rubbish in the

VENDOR

PURCHASERS

common areas, parks, and opens paces neighboring plots, roads and open space left open. The Purchaser shall strictly follow the bye laws of the Association.

z) The Purchaser shall not encroach upon any roads, parks and open spaces in the Residential Development and shall keep the same free from any obstructions. The Purchaser shall not trespass into other areas not earmarked for the common use.

aa) The Purchaser along with other purchasers of residential Apartments in the Building shall join in forming and registering the Association under the relevant provisions of the Societies Act, 1964 and to sign and execute the application for registration and for membership and other papers and documents necessary for the formation and registration of the Association, including adoption of the bye-laws of the Association.

bb) The Purchaser of the residential Apartment shall be bound by the Bye laws of the Association thus formed in the aforesaid manner and the operation and maintenance of the common areas of the Building shall be governed by the Bye-laws of the Association. The Purchaser is aware of and agrees that the car parking space would be allotted on draw basis and on such draws being done the car parking areas and number would be allotted to the Purchaser and the Purchaser shall not have any objection to such allotment by draw of car parking space.

cc) The Purchaser shall have no objection to the Vendors'/the Developer's exclusive right and use of terrace areas, gardens on the ground and other floors in the Residential Development and the exclusive area in the Building designated as Car Parking space. The Purchaser covenant with the Vendors/the Developer that the Purchaser shall not interfere with or obstruct the use of any of the exclusive and perpetual use and ownership of the exclusive earmarked Garden Area, exclusive Terrace Area and the exclusive area in the Building designated as Car Parking space in the basements and on the surface, which may be allotted by the Vendors/the Developer to any other purchaser of the Apartment in the Residential Development and the Purchaser shall at no time before or after the completion of the Project and formation of any Association/ Condominium/ Organisation of owners, claim any rights thereto or deprive the allottees of the said Terrace or the Garden Area or the Car Parking spaces;

dd) The Purchaser would not raise any objection or set up a contesting claim in relation to any FSI remaining unutilized, in relation to the property and is fully aware and acknowledges the right of the Vendors/the Developer to increase the number of floors to the fullest extent permissible under applicable laws.

VENDOR

PURCHASERS

ee) The Purchaser agrees and covenants that the Developer or any agency appointed by the Developer for the maintenance of the common areas of the Schedule 'A' Property will have the exclusive right to erect and display in common spaces, advertising and signage generally within the Common Use Facilities.

ff) The Purchaser shall not cause any nuisance or disturbance or obstruction to any of the other purchasers or occupants in the Residential Development. In the event of any conflict, the Purchaser confirms that he/she/it shall abide by the decision of the Developer or the Association, as the case may be.

gg) The Purchaser shall not occupy or encroach any of the common areas or open spaces in the Residential Development or the area belonging to any of the other purchasers or occupants of residential Apartments in the Residential Development.

hh) The Purchaser (if NRI) shall abide by the prevailing Foreign Exchange Management Act, 1999, laws, notifications, guidelines, RBI regulations, laws relating to money laundering or any other laws governing the Purchaser for the purchasing of property in India.

ii) The Purchaser acknowledges that for all the rights which the Vendors/the Developer has under this Agreement for and towards the common areas of the Schedule 'A' Property, the Purchaser, along with other purchasers, shall grant to the Vendors/the Developer or any one claiming through the Vendors/the Developer easement rights to services the erections, displays, etc., which the Vendors/the Developer may have installed.

jj) The Purchaser covenants that the Purchaser has taken advice from his/her/their legal consultants and thereafter the Purchaser has entered into this Agreement.

kk) Without prejudice to any of the terms and conditions of this Agreement, the Developer shall have a lien and first charge on the undivided share of the Purchaser in the land and the apartment for all amounts and other liabilities payable/ that may become payable by the Purchaser under this Agreement and the Developer shall be entitled to withhold possession of the undivided share and the Schedule C Apartment until such amounts are fully paid to the Developer.

ll) The Purchaser is fully aware and acknowledges, understands and agrees that the logo mark and all Intellectual Property Rights with regards to "**MAGNUS**"

VENDOR

PURCHASERS

is the sole and exclusive property of the Developer and the Developer has all the intellectual property rights thereto and any use of the same without any limitation whatsoever and in any manner whatsoever shape or form by the Purchaser or any other person is expressly prohibited and only the Developer is entitled to the same and to use the same in any form, manner, for any products, and to exploit the same. In the event of violation of the right of the Developer to the intellectual property by the Purchaser in any manner, the Developer, apart from injunctive relief, will also be entitled to be compensated fully including all cost, charges and expenses incurred by the Developer in protecting its rights.

mm) The Courts in Hyderabad shall alone have jurisdiction with regard to this Agreement.

SCHEDULE 'A' PROPERTY

Item No.1

All that land admeasuring 18253 sq.yards and where as an extent of 1771 sq.yards has been effected in the road widening leaving the balance area of 16482 square yards in premises bearing H.No.8-1-328/1/2, Sy.No.72 (old), T.S.No.30, Block 'A', Ward No.13, situated at Shaikpet Village, Tolichowki, Hyderabad, Telangana State within limits of Greater Hyderabad Municipal Corporation and bounded by:

NORTH	:Property belonging to Dr. M.S.Anandrao & T.S.Kohli
SOUTH	: 150 Ft. Gachibowli to Tolichowki Road
EAST	: Neighbour's Property (independent Villas)
WEST	: Property of Sri Keshava Pershad No.8-1-328

Item No.2

All that land admeasuring 4840 square yards in premises bearing H.No.8-1-328/1, Sy.No.72 (old), T.S.No.30, Block 'A', Ward No.13, situated at Shaikpet Village, Tolichowki, Hyderabad, Telangana State within limits of Greater Hyderabad Municipal Corporation and bounded by:

VENDOR

PURCHASERS

NORTH : Property belongs to M/s.TAS Ventures

SOUTH : Property of M/s.Raghuram Infrastructure (India) Pvt. Ltd.,
bearing No.8-1-328/1/2

EAST : Neighbour's Property (independent Villas)

WEST : Property of Smt. Suman Malik

Item No.3

All that land admeasuring 4840 square yards in premises bearing H.No.8-1-328/1, Sy.No.72 (old), T.S.No.30, Block 'A', Ward No.13, situated at Shaikpet Village, Tolichowki, Hyderabad, Telangana State within limits of Greater Hyderabad Municipal Corporation and bounded by:

NORTH : Neighbor's Property

SOUTH : Property belongs to M/s.TAS Ventures

EAST : Neighbor's Property (independent Villas)

WEST : Property of Smt. Mrs. Suman Malik

CONSOLIDATED SCHEDULE

All that land admeasuring 26,162 square yards (excluding 1771 sq.yards effected in road widening) in premises bearing H.No.8-1-328/1 and H.No.8-1-328/1/2, Sy.No.72 (old), T.S.No.30, Block 'A', Ward No.13, situated at Shaikpet Village, Tolichowki, Hyderabad, Telangana State within limits of Greater Hyderabad Municipal Corporation, bounded by:

NORTH : Neighbor's Property

SOUTH : (150 Ft. Gachibowli to Tolichowki Road)

VENDOR

PURCHASERS

EAST : Neighbor's property (independent villas)
 WEST : Property of Sri Keshav Pershad & Smt. Suman Malik.

SCHEDULE 'B' PROPERTY

_____% of undivided share in the consolidate schedule of the Schedule 'A' Property which is to be finally recorded in the Sale Deed.

SCHEDULE 'C' PROPERTY

A ____ Bedroom Apartment bearing No.____ on the ____ Floor in Block - '____' of the development known as "**MAGNUS**" to be constructed on the Schedule 'A' Property, having a super built up area of _____ square feet (along with proportionate share in the common areas of the said Block and the Residential Development as applicable to the Residential Development) with «_____» Car Parking Spaces and bounded as follows:

NORTH :

SOUTH :

EAST :

WEST :

SCHEDULE - 'D'

RIGHTS OF THE PURCHASER IN REGARD TO THE SCHEDULE 'C' APARTMENT:

a) The Purchaser shall be entitled to the Schedule 'C' Apartment subject to the terms and conditions contained in this Agreement and the Agreement for Sale and the rules and regulation and the bye laws of the association of the apartment owners and Deed of Declaration that may be executed by the Developer;

b) The Purchaser and all persons authorized by the Purchaser (in common with all other persons entitled, permitted or authorized to a similar right) shall have the

VENDOR

PURCHASERS

right at all times and for all purposes, to use the common roads, passages in the Schedule A Property and the Building, the staircases, lobby, lift, and common areas (except the, Terrace Area, Garden Area and Car Parking Spaces) in respect of the Building. The earmarked exclusive areas shall, however, be available when necessary for attending to any repairs, maintenance and/or clearing overhead/ underground water tanks;

c) The right to subjacent, lateral, vertical and horizontal support for the Schedule 'C' Apartment from the other parts of the Building.

d) The right to free and uninterrupted passage of water, gas, electricity, sewerage etc., from and to the Schedule 'C' Apartment through the pipes, wires, sewer lines, drain and water courses, cables which are or may at any time hereafter be, in under or passing through the said Building and the Residential Development or any part thereof;

e) The right to lay cables or wires for Radio, Television, Telephone and such other installations through designated conduits, ducts and shafts, in any part of the said Building and the Residential Development, however, recognizing and reciprocating such rights of the other Apartment Holders;

f) The right of entry and passage for the Purchaser and agents or workmen of the Purchaser to other parts of the said Building and the Residential Development at all reasonable times after notice to enter into and upon other parts of the said Building and the Residential Development for the purpose of repairs or maintenance of the Schedule 'C' Apartment or for repairing, cleaning, maintaining or renewing the water tanks, sewer, drains and water courses, cables, pipes and wires causing as little disturbance as possible to the other Apartment owners and making good any damage caused;

g) The Purchaser has the right to use the common areas provided in the said Building and the said Residential Development and the limited access area of the Schedule 'A' Property being in form of common roads, pathways, garden areas and other common amenities and facilities in the Schedule 'A' Property.

SCHEDULE -'E'

OBLIGATION OF THE PURCHASER IN REGARD TO THE SCHEDULE 'C' APARTMENT:

VENDOR

PURCHASERS

- i) The Purchaser shall not at any time, carry on or suffer to be carried on in the Schedule 'C' Apartment or any part thereof or in the said Residential Development any noisy, offensive or dangerous trade or pursuit which may be or become in any way a nuisance, annoyance or danger to the Purchaser or the other Apartment owners or occupiers or the neighbors or which may tend to depreciate the value of the said Apartment or any part thereof;
- ii) The Purchaser shall use the Schedule 'C' Apartment only for private Residential purposes and shall not be put to use for any kind of commercial or semi commercial use;
- iii) The Purchaser agrees that the car parking spaces allotted with the Schedule 'C' Apartment shall be used only for parking of one car per slot and for no other purpose including storing of any kind of items, household equipment, furniture, tyres, spares, cans etc.
- iv) The Purchaser shall give to the other Apartments, necessary vertical, horizontal and lateral support for their Apartments, and reciprocate and recognize the rights of the other apartment owners in the said Residential Development as are enumerated in Schedule 'D' above;
- v) The Purchaser has agreed that the Developer or its nominee/s will be appointed as the maintenance manager for the said Residential Development to take care of the proper maintenance of the said Residential Development to ensure the proper and good maintenance of the said Residential Development and the Purchaser has agreed that the maintenance services will be done by Developer or any of its nominees who will be the Agency for the maintenance of the said Residential Development on a monthly fee and the Purchaser agrees that he/she/they shall pay the monthly maintenance charges promptly as billed by the Developer or the agency appointed by the Developer. The Maintenance service shall be with regard to the common interest, including repairs, common maintenance and maintenance of common amenities, equipment maintenance, pest control and facilities and to maintain the internal roads, compound walls and other common areas, Swimming pool etc. excluding any capital expenditure of the Building. The Purchaser and the association of the owners shall enter into maintenance contract with the Developer or any of its nominee based on this clause and on such other clauses which may be mutually agreed.

VENDOR

PURCHASERS

- vi) The Purchaser will use all sewers, drains and waterlines now in or upon or hereafter to be erected and installed in the said Residential Development in common with the other apartment owners and to permit free passage of water, sanitary, electrical lines, through and along the same or any of them and to share with the other Apartment owners, the cost of repairing and maintaining all such sewers, drains and water lines as also the cost of maintaining and repairing all common amenities such as common roads, staircases etc. and to use the same as aforesaid and/or in accordance with the Rules, Regulations, Bye-laws and terms of the Association formed of which the Purchaser is the member;
- vii) The Purchaser shall duly and punctually pay the proportionate share of Municipal Taxes, rates and cesses, insurance charges, cost of maintenance and management of said Residential Development and charges for maintenance of services like water, sanitation, electricity etc., salaries of the employees of the Association of Owners of the said Residential Development in which the Schedule 'C' Apartment is constructed and Association which would be formed for maintenance of all the common amenities and facilities of the development in the Schedule 'A' Property as may be determined by the Managing Committee of such Association from time to time. The liability for such share shall commence from the date of intimation of the Apartment being ready or registered / conveyed, irrespective of whether the Purchaser has taken possession of the Schedule 'C' Apartment or not ;
- viii) The Developer has informed the Purchaser that the Schedule 'C' Apartment would be affixed with a separate electricity meter, diesel generator meter and gas meter to record the consumption of such amenities provided. The Purchaser shall regularly pay the amounts without default as any default in payment would affect the entire connections of these amenities in the Building. On the failure of the Purchaser paying the amounts under these meters the Vendors/the Developer and or the association of owners would be entitled to stop the supply of such services till all the arrears with any penalty or liability being paid.
- ix) The Purchaser shall not put up any hoarding, name plates, sign-boards, graffiti etc., in place other than that demarcated and allotted by the Developer;
- x) The Purchaser agrees that the Purchaser shall pay regularly without default the maintenance charges which are fixed by the Developer and thereafter by

VENDOR

PURCHASERS

the Association of Owners. In the event of any default in payment by the Purchaser, the Service Provider will be entitled to withdraw all or any of such services. The Purchaser is liable to pay service tax/other taxes, if any, levied by the State or the Central Government on such charges as may be applicable. The Purchaser shall also contribute to the sinking fund for any Capital expenditure as replacement of the generator, transformer or painting of common areas etc., payable quarterly in advance as may be determined by the Developer and thereafter the Association which is formed. While transferring the Maintenance Corpus amount to the Apartment Owners Association under clause 6(f), the Developer will be entitled to bifurcate the balance of the Maintenance Corpus into maintenance deposit and corpus fund on such proportion as may be decided by the Developer. The Corpus fund will be used for the capital nature of expenditure only. The scope of the maintenance shall be as decided by the Developer and thereafter by the association of owners that are formed, taking into consideration several amenities and facilities of the Residential Development and also the common areas etc., of the Schedule 'A' Property common areas and facilities like common garden, housekeeping, security, water supply, lifts operations and standby power supply etc.;

- xi) The Purchaser shall also be liable to pay all the maintenance charges for the works that may be undertaken in the common areas of the Schedule 'A' Property which are available for the use by the apartment owners and shall be paid regularly without any default. The Purchaser has been fully informed that in the event of such default, the facilities and amenities provided in the Schedule 'A' Property would suffer drastically and that would affect the entire Schedule 'A' Property and other owners of the Development of the Schedule 'A' Property. The Developer shall have the right to discontinue the maintenance services in case of default by the Purchaser or other apartment Owners;
- xii) The Purchaser covenants that the Purchaser shall comply with all the rules and regulation pertaining to electrical installations, lifts, generators, fire safety equipments and services, pollution control and general safety equipments and services of the building. The Purchaser shall with the other owners of the apartment take over the said Residential Development and the maintenance thereof.
- xiii) The Purchaser with the other owners of the apartment shall at all times keep the annual maintenance contracts with regards to all safety equipment's

VENDOR

PURCHASERS

such as lift, generator, heating and cooling systems, equipment's provided for fire safety, pollution control, equipment's relating to safety at terrace, walls, claddings, swimming pools and other places, pumps, motors and other equipment's valid and shall pay the amounts of annual maintenance contract as and when demanded by the concerned agencies. The Purchaser is fully aware that non-payment towards the annual maintenance contracts will adversely affect all the equipment installed by the Developer in the building.

- xiv) The Purchaser along with the other apartment owners at all times maintain all facilities, machinery, equipment's installed in the said Residential Development and shall ensure that all agreements for maintenance of such equipment, machinery and facilities are entered into, periodically renewed and kept in currency and also maintain necessary certificates, licenses, permits, permissions, insurance renewal thereof.
- xv) After the maintenance of the said Residential Development is handed over to the Association that has been formed, the Developer shall not be responsible for any consequence or liability on account of failure, negligence, act or omission, obstruction, alteration, modification, restraint or improper use by any or all the Owners, service providers or their agents with regards to the fire equipment's, fire protection systems, their supporting equipment's, pollution control and other general safety equipment's, related facilities and services. The Purchaser shall ensure that periodical inspections of all such equipment's and facilities are made by them so as to ensure proper functioning of all such equipment's.
- xvi) The Purchaser shall not in any manner obstruct or cause obstruction to any of the entries or exits of the said Residential Development or obstruct any open place in the Residential Development meant to be retained as open place or obstruct free movement of vehicles including fire tenders and such other vehicles required to ensure safety and statutory compliance.
- xvii) The Purchaser or anyone claiming through them shall not in any manner object to the use of the said common areas in the Schedule 'A' Property by other owners and occupiers of the other development of the Schedule 'A' Property;
- xviii) The Purchaser shall keep the common areas, open spaces, parking areas, passages in the Schedule A Property and part of the Development, lifts,

VENDOR

PURCHASERS

staircases, lobbies etc. of the Tower/Block in which the Schedule 'C' Apartment is situated, free from obstructions and in a clean and orderly manner and shall not encroach on any common areas;

- xix) The Purchaser shall comply with all statutory requirements with regards to the fire safety norms. The Purchaser shall also observe and abide by all the Bye-laws, Rules and Regulations prescribed by the Municipality or State/Central Government or any other Authority, in regard to Ownership or enjoyment of such Apartments and pay all taxes, rates and cess in regard to the Schedule 'C' Apartment.
- xx) The Purchaser shall carry out their interior in the Schedule 'C' Apartment during the first 4 months from the date of the Developer having informed the Schedule C Apartment is ready for occupation, from 9 am to 7 pm including all seven days of the week during those 4 months, and thereafter if any interior works are to be carried on or commence the same shall be during 9 am to 1 pm and thereafter from 4 pm to 6 pm on all working days and there will be no work allowed during any public holidays and Sundays.
- xxi) The Purchaser shall ensure that no rubbish/refuse shall be thrown out of the Schedule 'C' Apartment into the common areas and passages;
- xxii) The Purchaser shall not do or suffer to be done anything in or to the Schedule 'C' Apartment which may adversely affect the Schedule 'C' Apartment or the said Residential Development of which the Schedule 'C' Apartment is a part.
- xxiii) The Purchaser will not dry clothes outside the balconies of the Schedule 'C' Apartment;
- xxiv) The Purchaser shall keep the apartment walls, drains, pipes and other fittings in good and habitable condition and in particular so as to support and protect the parts of the Block, and to carry out any internal works or repairs as may be required by the Managing Committee of the apartment association;
- xxv) The Purchaser shall not make any additions or alterations or cause damage to any portion of the said Residential Development or the Schedule 'C' Apartment and not to change the location of the toilets, kitchens or plumbing lines outside colour scheme, outside elevation/facade/decor of the

VENDOR

PURCHASERS

said Building. The Purchaser at no point of time shall enclose in any manner any of the balconies of Bedroom, Living Room/Kitchen with any kind of grill/glass/aluminum windows/fiber glass or otherwise, as the same would affect the overall elevation of the building. The air-conditioner outdoor units shall be placed only at the areas designated by the Developer.

- xxvi) The Purchaser shall not object to any demarcated or retained Terrace Garden Areas, Parking Areas of the available common areas and/or to allot these areas to apartments owners holding an apartment in the said Residential Development on Schedule A Property for their exclusive use and enjoyment. If there are any common utilities located in the terrace or the garden area, the allottee and the owner of the terrace or the garden area will allow access for repairs of such common amenities installed therein;
- xxvii) The Purchaser shall not alter or subscribe to the alteration of the name of the Building, which shall be known as "**MAGNUS**".
- xxviii) The Purchaser shall not park any vehicles in any part of the Schedule 'A' Property, except in the parking area specifically allotted and earmarked for the Purchaser. After completion of the said Residential Development and after obtaining possession of their respective Apartments, the Apartment Owners may by mutual agreement, set apart or demarcate any part of the common area as a parking lot for Bicycles and Two Wheelers.

VENDOR

PURCHASERS

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT ON THE DATE, MONTH AND YEAR FIRST ABOVE-WRITTEN AT HYDERABAD IN THE PRESENCE OF THE WITNESSES ATTESTING HEREUNDER:

WITNESSES:

1.

AUTHORIZED SIGNATORY

VENDORS

2.

DEVELOPER

PURCHASER

VENDOR

PURCHASERS