

## **AGREEMENT FOR SALE**

This **AGREEMENT FOR SALE** (“**AGREEMENT**”) is executed at Hyderabad on this the \_\_\_\_\_ day of \_\_\_\_\_ 2023;

### **BY AND BETWEEN**

**M/s. HIRANANDANI REALTORS PVT LTD**, a Private Limited Company, incorporated under the Companies Act, 1956, having Income Tax PAN Number **AABCH5909F**, having its Registered Office at No. 514, Dalamal Towers, Nariman Point, Mumbai- 400 021, and its Telangana Regional Office at Plot no : 63 and 64, Flat no: 101, Shri Residency, Alluri Sitarama Raju Nagar, Miyapur Cheruvu Road, Miyapur, Srilingampally Mandal, Ranga Reddy District, Hyderabad , Telangana - 500049, (represented herein individually and/or jointly by its Authorised Signatories Mr. Vinod Nair & Mr. Mr. Sangameshwar Malgay authorized *vide* Board Resolution dated 01-02-2022), hereinafter called “**the Promoter**”, (which term shall unless it be repugnant to the context or meaning there of be deemed to mean and include its successors in title and interest, assigns and nominee/s) as a **PARTY of the FIRST PART**.

### **AND**

1. Mr. **SAMBU KISHORE**, Aadhar No. **606213084609**, S/o **S.JAYANNA**, aged about **42** years, residing at **FLAT NO ; 202 SAISADAN APPTS, CHAITANYAPURI, DILSHUKNAGAR, HYDERABAD, Telangana, 500060**, having Income Tax P. A. No. **BMRPS8021H**

The Promoter and the Allottee/s/s /Purchaser/s shall hereinafter collectively be referred to as the “Parties” individually as “Promoter” or the “Allottee/s” as the case may be.

**WHEREAS:**

A. The Promoter has represented that, the Promoter through Adeona Developers Private Limited is the absolute owner and possessor of the land admeasuring Acres 20.54 Acres in Survey No's 446 (Part), 447/(Part), 449, 450 (Part), 451 (Part), 452 (Part), 455 (Part), 456 (Part), 457 (Part), situated at Kondakal Village Shankarpally Mandal, Ranga Reddy District, Telangana (hereinafter referred to as "**Schedule A Property**"), wherein Adeona Developers Private Limited acquired the same by virtue of sale deeds registered at Shankarpally, Ranga Reddy District, Andhra Pradesh.as mentioned below: -

1. Sale Deed bearing No. 4314 of 2012 registered on 29/11/2012
2. Sale Deed bearing No. 4313 of 2012 registered on 29/11/2012
3. Sale Deed bearing No. 4312 of 2012 registered on 29/11/2012
4. Sale Deed bearing No. 4309 of 2012 registered on 29/11/2012
5. Sale Deed bearing No. 4307 of 2012 registered on 29/11/2012
6. Sale Deed bearing No. 4304 of 2012 registered on 29/11/2012
7. Sale Deed bearing No. 4303 of 2012 registered on 29/11/2012
8. Sale Deed bearing No. 4302 of 2012 registered on 29/11/2012
9. Sale Deed bearing No. 4301 of 2012 registered on 29/11/2012

And since then the Promoter representing Adeona Developers Private Limited is in peaceful possession and enjoyment of the Schedule A Property and as absolute owner the name of the Promoter shall in due course be mutated in the records of concerned revenue authorities and statutory taxes are paid up to date.

B. The Promoter further represented that, Adeona Developers Private Limited has formulated a scheme for Plotted Development on the Schedule A Property and obtained a development plan from the Hyderabad Metropolitan Development Authority ("HMDA") *vide* Application No. 026423/SKP/LT/U6/HMDA/31072019 & Layout Permit No. 000027/LO/Plg/HMDA/2020 dated 13<sup>th</sup> February, 2020 for development of Residential Plots, (hereinafter collectively referred to as the "**Sanctioned Plan**"). The Final Layout Permissions are effective from the date of its issuance, no certificate of commencement is required for the same. The said Sanctioned Plans for the said Schedule A Property are annexed hereto as **Annexure I**.

C. Due to various business exigencies the Promoter and Adeona Developers Private Limited, being desirous to merge both companies have approved a scheme of merger and filed a Company Petition No. C.P.(CAA) No. 974/MB/2020 connected with C.A. (CAA) No. 952/MB/2019 for scheme of merger of Adeona Developers Private Limited with Hiranandani Realtors Private Limited (the Promoter herein). The said Application was approved and sanctioned by the National Company Law Tribunal, Mumbai Bench *vide* its order dated 28<sup>th</sup> January, 2021. Upon receipt of the amalgamation order made effective and duly passed by National Company Law Tribunal, Mumbai Bench, all assets, properties, rights, titles and benefits whether movable or immovable owned by Adeona Developers Private Limited, including the Schedule A Property, now stand transferred and vested in the Promoter i.e. Hiranandani Realtors Private Limited (HRPL).

D. The above development presently comprises Plotted Development of various sizes and the entire development is identified as **“HOUSE OF HIRANANDANI, LOFTLINE SHANKARPALLY”**. The Parties state that out of the said development, the proposed development on the Schedule A Property, designated as the **“HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY”** is duly registered as a separate stand alone project (hereinafter **“the said Project”**) under the provisions of the Real Estate (Regulation and Development) Act, 2016 read with the Telangana Real Estate (Regulation and Development) Rules, 2017 (hereinafter collectively **“the said Act and Rules”**) with the TS RERA at Hyderabad bearing **Registration No P02400002582**.

E. The Promoter have given inspection of, and the Allottee has scrutinized all the documents of title relating to the Schedule A Property and the Project and the Allottee/s has/have satisfied themselves in that regard. The Allottee/s has examined all the documents of the Schedule A Property and has also investigated the title of the Promoter to the Schedule A Property through its/his/her legal advisors and is satisfied that the same is clear and marketable.

F. The Allottee/s has already scrutinized /verified and understood the Sanctioned Plan and all other sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the ability of the Promoter to develop/construct the said Project on the Schedule A Property and the Promoter’s title and statutory compliance with regard to the Project.

G.The Allottee/s has understood and agreed to the Schedule of Payment mentioned in Schedule D hereunder.

H. The Allottee/s being satisfied with the title of the Promoter in respect of the “Schedule A Property” being good and marketable, and as per the Sanctioned Plan is/are desirous of purchasing a Residential Plot. The Allottee/s herein who has/have agreed to purchase divided share set out in the Residential Plot/s shall have no title in the remaining extent of the “Schedule A Property.

I.That after discussions and negotiations between the Promoter and the Allottee/s,the Allottee/s herein agreed to purchase and the Promoter has agreed to sell to the Allottee/s, a Residential Plot bearing No 143 measuring to an extent of 208.66 sq. mtrs equivalent to 2246.00 (sq.ft) having a dimension approximately of (50'.0" X 44'.11") formed within Schedule “A” Property which is more fully set out in the Schedule” B” and hereinafter referred to as **“the said Plot” or Schedule ‘B’ Property”** subject to the Allottee/s complying the terms and conditions of this Agreement. The Allottee/s has applied to the Promoter *vide* Booking Application dated 12-03-2021 for the allotment of Plot No. 143 having area of 208.66 sqmts. equivalent to 2246.00 sq. ft. as per the Sanctioned Plan. The Promoter has agreed to transfer to the Allottee/s, in and out of the Schedule A Property, **the above said Plot No. 143** admeasuring 208.66 sq. mts. equivalent to 2246.00 sq. ft. as more particularly described in the **Schedule B** - hereunder.

J.The Allottee/s acknowledges that the Allottee/s has relied on his/her/ its/their own judgment and investigation in deciding to enter into this Agreement and has not relied upon and is not influenced by any architect's plans, advertisements, representations, warranties, statements or estimates of any nature whatsoever (whether written or oral) made by the Promoter or any selling agents/brokers or otherwise. No oral or advertorial representations or statements other than what is explicitly enshrined herein shall be considered to be a part of the Promoter’s obligations under this Agreement.

K.The Allottee/s has/have further confirmed that Allottee/s has/have carefully read the conditions of this Agreement and has/have understood his/her/its obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, advertisements, representations of any nature whatsoever whether written or oral. The Allottee/s agrees and acknowledges that the brochures and marketing materials in respect of the parts of the development contemplated on the entire

Plotted Scheme including the Project was intended to be an early stage artistic impression and indicative model of the proposed Project and minor deviations/variations if any have been explained and justified in detailed to the Allottee/s prior to the execution of this Agreement and the Allottee/s has fully exercised his right to seek explanations regarding the same.

L.The Allottee/s hereby further confirms to the Promoter that the Allottee/s is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said land including the Schedule A Property in general and the said Project/ said Plot, and this Agreement in particular and that the Allottee/s has clearly understood his/her/its/their rights, duties, responsibilities, obligations and undertakes to abide by all the terms and conditions and stipulations contained hereunder in each and all of the clauses of this Agreement.

M. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

**NOW IN CONSIDERATION OF THE ABOVE THIS AGREEMENT FOR SALE  
WITNESSETH AS FOLLOWS: -**

**1. SALE:**

In consideration of the above and in consideration of the sum hereunder agreed to be paid by the Allottee/s to the Promoter, the Promoter hereby agree to sell the **Schedule B Property** and the Allottee/s agrees to Purchase the **Schedule B Property** free of all encumbrances on the terms and conditions provided herein below.

**2. SALE CONSIDERATION AND PAYMENT TERMS:**

**2.1 CONSIDERATION:**

The Promoter agree to transfer and convey Schedule B Property hereunder in favour of the Allottee/s for the **“Total Sale Consideration”** of Rs **5839600/-** payable as follows:

a. The Allottee/s has paid a sum of Rs. **5955960/- ( Rupees. Fifty Nine Lakh Fifty Five Thousand Nine Hundred Sixty only)** as booking amount (hereinafter **“the Booking Amount”**) being 10% as part payment towards the Total Sale Consideration of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee/s hereby agrees to pay the remaining consideration of the Plot being Rs. **5739600/- ( Rupees. One Lakh Sixteen Thousand Three Hundred Sixty only)** as prescribed in the Payment Plan [Schedule D] as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee/s delays in payment towards any amount for which is payable; he shall be liable to pay interest at the rate specified in the Rules. *Inter alia*, in the event of default or delay by the Allottee/s in payment towards any amount is payable as per payment schedule, the Promoter shall be entitled to exercise its option of cancelling the said allotment of the Plot and forfeiting the entire Booking Amount as mentioned hereinabove in Clause 2.1(a) .

b. That subject to the Allottee/s having paid all dues including the Total Sale Consideration, the Promoter hereby agrees to sell and convey the **Schedule B Property**, together with all ways, easements and appurtenances whatsoever belonging to the said piece and parcel of **Schedule B Property** and all the estate, right, title, interest, property, claims and demands

whatsoever of the Promoter into and upon the said piece and parcel of the **Schedule B Property** on to the Allottee/s. The Allottee/s agree(s) to pay the aforesaid balance Sale Consideration to the Promoter abiding by the development milestones and within the stipulated payment plan as detailed in Schedule D hereto:

c. All the payments to be made through A/c Payee cheque/demand draft /Banker cheque or online payments in favour of **M/s. Hiranandani Realtors Private Limited**.

d. The Promoter represents that, the Schedule 'A' Property is owned by the Promoter and assures the Allottee/s that marketable title vests with the Promoter.

e. The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable Property in India etc., and provide the Promoter with such permissions, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/s understand(s) and agrees that in the event of any failure on his /her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of the Allottee/s and such third party shall not have any right in the application/allotment of the Schedule B Property applied for herein in anyway and the Promoter shall be issuing the payment receipts in favour of the Allottee/s only.

f.The Allottee/s authorize(s) the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his/her/their payments in any manner otherwise than as decided by the Promoter in its sole discretion.

g.The Allottee/s/s hereby declare/s and confirm/s that the Promoter has prior to the execution hereof, specifically informed the Allottee/s/s that the Promoter has the right to have a charge created over the Schedule A Property for availing project finance. The Promoter and the Allottee/s has prior to the execution hereof, ensured that there are no existing charges on the Schedule B Property.

## **2.2 STATUTORY LEVIES:**

a.The Consideration above includes Taxes (consisting of tax paid or payable by the Promoter by way of Goods Service Tax (GST), cess, levies, duties etc. by whatsoever name called or any other similar taxes, which may be levied, in connection with the sale and transfer of the said Plot by the Promoter to the Allottee as envisaged in this Agreement, (but shall exclude all such levies that may be applicable on the development/construction of the said Plot in the Project which shall be recoverable by the Promoter from the Allottee) up to the date of handing over the possession of the Plot;

b. Provided that in case there is any change / modification in the existing taxes and/or any other new Taxes become applicable on this Agreement after the execution of these presents, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/reduced based on such change/ modification.

c.In the above case, the Promoter shall periodically intimate to the Allottee/s, the amount payable as stated in (2.3)(i) and (ii) above and the Allottee/s shall make payment within 30 days from the date of such written intimation.

d.The Allottee/s shall also be liable to pay interest/penalty/loss incurred to the Promoter on account of the Allottee/s's failure and/or delay to pay the such other levies, statutory charges etc., within 30 (thirty) days of being called upon to do so by Promoter.



e.The Allottee/s hereby agrees that the Allottee/s shall be liable to pay any taxes, levies, statutory charges imposed by Appropriate Authorities applicable to the transfer and sale of said Plot with retrospective effect, and if any recovery proceedings in consequence thereof are initiated.

f.It is further agreed by the Allottee/s that the Allottee/s shall before obtaining the possession of the said Plot pay to the Promoter in full all the requisite statutory dues and any other tax (if applicable) for construction / sale of the Plot.

g.From the date of notice in writing being given by the Promoter to the Allottee/s that the **Schedule B Property** is ready for possession, the Allottee/s shall be liable to bear and pay local taxes, cess, betterment charges or such other levies charged by the concerned local authority and/or Government.

### **2.3 STAMP DUTY & REGISTRATION EXPENSES**

All costs, charges, expenses, Stamp Duty, Transfer Duty, Registration charges, other incidental expenses, (as may be payable to any concerned authorities whether existing and /or as may be imposed at any time hereafter) and relating to the transaction herein contemplated between the Promoter and the Allottee/s in respect of the said Plot in favour of the Allottee/s in respect of the sale of the Schedule B Property shall be borne by the Allottee/s alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

### **2.4 TAXES**

The Promoter hereby agrees that all the taxes, land revenue and other rates payable in respect of the **Schedule B Property**, up to the date the Allottee/s is/are notified that he/she/they is/are entitled to take possession or till the date of registration of the Sale Deed, whichever earlier, shall be paid by the Promoter, and subsequently the Allottee/s shall get the **Schedule B Property** mutated in the concerned authorities in his/her/their names at their own cost and pay all future taxes, land revenue, rent or other taxes and rates.

## **3. NATURE OF RIGHT OF USAGE**

### **3.1 PURPOSE OF USE OF SCHEDULE PROPERTY:**

a. The Allottee/s shall use the Schedule B Property or any part thereof or permit the same to be used only for a future residential house/building to and use the same only for residential purpose. The Allottee/s shall not carry out any commercial/ professional activity on the

Schedule B Property without taking the prior permissions/approvals from the competent authorities and also written permission of the Promoter or the Allottee/s's Association/Society and any such activity should comply to local laws, society bye-laws etc.

b. The Allottee/s shall alone be answerable and responsible for any deviation in the use of the Schedule B Property for other than residential use.

c. The Allottee/s is/are entitled only to the Schedule B Property hereby agreed to be sold to them and the Allottee/s shall not use any open spaces, roads etc., for such purpose that may cause inconvenience or is objected to by the Allottee/s's Association or any of its members and/or by the Promoter.

3.2 It is agreed that the rights to the ownership of the infrastructure to be developed/constructed on the Schedule A Property shall be held jointly by all the Plot owners/Association/Society formed in the said Project with each Allottee/s of them having proportionate **undivided** share and ownership in the infrastructure and amenities of the Schedule A Property as per the terms and conditions herein and to be contained in the Sale Deed to be obtained from the Promoter.

3.3 The specific and general rights arising out of this Agreement in favour of the Allottee/s are confined only with respect to the Schedule B Property and the Allottee/s shall not be entitled to claim any right or interest or title of whatever nature in respect of rest of the Schedule A Property and/or areas or development in the said Project being the **HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY**. The Promoter are free and entitled to carry on any development activities on at any time as they deem fit and the Allottee/s will not have any right to object against such development or claim any interest therein.

3.4 The Promoter have reserved the right of usage of roads and passages and facilities in the said Project i.e. the **HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY** in perpetuity for purposes of supporting the development and maintenance of services including in the Schedule A Property. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land in Schedule "A" Property and is irrevocable under any circumstances whatsoever and the Allottee/s shall not have the right to question such use and enjoyment of the same by the

Promoter or persons claiming under them at any/all times. The Promoter may gift the roads to the Government Authorities as may be required by order of Authorities as a pass through thorough fare for public usage as per applicable norms and the Allottee/s hereby agree and consent to the same.

### **3.5 USE OF ROADS AND OPEN SPACES / GARDENS:**

It is also understood and agreed by and between the Parties hereto that other than for the enjoyment of the amenities/facilities provided in the said Project, all open space/s, gardens and internal roads shall not belong to any particular Plot owner, unless otherwise provided in this Agreement. The open areas/gardens/spaces shall be enjoyed along with other occupants of the Project.

### **3.6 CONVENANTS ON FUTURE CONSTRUCTION:**

The Allottee/s shall ensure that while constructing the house/building in the Schedule B Property shall not obstruct the neighbouring Plots. The Allottee/s shall take permission of the Promoter or the Association as the case may be for the movement of the vehicle transporting the building materials, labours etc., in the Project and shall be solely responsible for any cost and consequences for any untoward incidents which may happen inside the Project due to any non-compliance of the provisions of this Agreement by himself/or his appointed agents.

### **4. MODE OF PAYMENT:**

a. The Allottee/s has paid a sum of Rs. **583960** /-(Rupees **Five Lakh Eighty Three Thousand Nine Hundred Sixty** Only), being 10% of the Total Consideration to the Promoter, as Booking Amount at the time of allotment of the Plot;

b. The Allottee/s shall pay the balance consideration amount as per the Schedule of Payments detailed in Schedule D hereto.

c. The Allottee/s agrees and undertakes that **TIME SHALL BE AN ESSENCE** with regard to the above-mentioned obligation on the part of the Allottee/s to make payment as per the Schedule of Payment.

d. The Allottee/s hereby undertake/s and assure/s that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee/s, the above payments shall be made by

the Allottee/s within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee/s is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the said Development/ Construction as a RERA registered Project; All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee/s and the delayed payment charges will become payable from the due date. Dishonour of cheques shall entitle the Promoter to terminate the Booking and this Agreement, subject to giving a notice to the Allottee/s to rectify the said breach and make good the payment. Any banking charges for outstation cheques, dishonour of cheques, collection charges etc. shall be debited to the Allottee/s's account and the net amount shall be credited to the Allottee/s's account.

e. The Allottee/s shall not delay, withhold or postpone the payments due as mentioned hereinabove, on whatever reason and in that event, the Allottee/s shall be responsible for any consequential sufferance or damages.

Provided that if the Allottee/s delays in payment towards any amount for which is payable; he shall be liable to pay interest at the rate specified in the Rules. *Inter alia*, in the event of default or delay by the Allottee/s in payment towards any amount is payable as per payment schedule, the Promoter shall be entitled to exercise its option of cancelling the said allotment of the Plot and forfeiting the entire Booking Amount as mentioned hereinabove in Clause 2.1(a) .

f. The Allottee/s understands and accepts that the time for payment of instalments of Consideration and other charges, deposits and taxes, mentioned herein above under Clause 2 is the essence of this Agreement and on failure of the Allottee/s to pay the relevant instalments and/or other charges on their respective due dates, it shall be deemed that the Allottee/s has committed a breach of this Agreement and the Promoter shall be entitled to take actions as provided for under the Real Estate Regulatory Act read with the Rules which *inter alia* include the Promoter's right to terminate this Agreement and forfeit the entire Booking Amount as given hereinabove.

g. It is expressly agreed by and between the Promoter and the Allottee/s that the Allottee/s shall not be entitled to the possession of the Plot until all payments due to the Promoter under this Agreement for Sale have been duly paid by the Allottee/s.

**5. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:**

a. The Promoter shall endeavor to complete the Development of the Plot within 18 months with grace period of 6 months from the date of this Agreement. The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of this Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Plot as committed, unless there is delay or failure due to **“Force Majeure Conditions”** as are defined hereunder:

**“FORCE MAJEURE”** means any event or combination of events or circumstances beyond the control of a party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Promoter’s ability to perform obligations under this Agreement, which shall include:

1. acts of God. i.e. fire, drought, flood, earthquake, epidemics including the COVID 19 or similar pandemics, natural disasters;
2. acts of terrorism impacting peace of the region
3. circumstances or conditions, or other causes beyond the control or unforeseen by the Promoter including strikes or lock outs, industrial dispute or other agitations by the workers, employees or labourers of the Promoter or the contractor or the suppliers and / or;
4. non-availability of cement, steel, sand, brick or other construction material;
5. war and hostilities of war, riots, bandh, lockdown or civil commotion;
6. the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
7. any event or circumstances analogous to the foregoing.

If however, the completion of the Project is delayed due to the *Force Majeure* conditions then the Allottee/s agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, provided that such *Force Majeure* conditions are not of a

nature, which make it impossible for the contract to be implemented. The Allottee/s agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand cancelled and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter after deducting any statutory dues already paid to the exchequer, within 90 (ninety) days from that date of determination of impossibility of performance. The Allottee/s agree and accept that cancellation of allotment of the Plot due to *Force Majeure* conditions shall not oblige the Promoter to pay any delay/penal interest to the Alottee/s. After refund of the money paid by the Allottee/s, the Allottee/s agrees that he/ she/it/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement

b.The Promoter, upon completion of development of the Plot shall intimate to the Allottee/s of the same at the last known address of the Allottee/s by letter and the Allottee/s shall take possession of the Plot within 21 days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee/s to take over possession of the Plot.

c.Upon receiving a written intimation from the Promoter as per Clause 5 (b) hereinabove, the Allottee/s shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Plot to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in clause 5(b), such Allottee/s shall continue to be liable to pay maintenance charges as applicable.

d.The Promoter shall hand over possession of the Plot to the Allottee/s as committed subject to receipt of the entire consideration including the other payments as given hereinabove. It is made abundantly clear that the obligation of the Promoter to handover the Plot to the Allottee/s does not arise until the Promoter receives the entire payment/s as mentioned herein.

f. The Allottee/s shall not do or permit any agent / workers to carry out any work in the Plot, until possession is handed over to the Allottee/s.

## **6. BREACH OF TERMS AND ITS REMEDY:**

### **6.1 ALLOTTEE/S'S COVENANT:**

6.1.1 In the event of the Allottee/s failing to pay the aforesaid sums, in the manner provided in Schedule D or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 (fifteen) days to the Allottee/s is entitled to cancel this Agreement and re-allot the Plot, to another party and the Allottee/s shall thereafter have no right, interest or claim over the Plot. Consequent to such termination, subject to deduction of the Booking Amount, the Promoter shall refund the monies collected from the Allottee/s within 90 (ninety) days of such cancellation without interest, simultaneous to the Allottee/s executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee/s. Alternatively, the Promoter shall be entitled for interest as prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules for such delayed payment by the Allottee/s.

6.1.2 The Allottee/s hereby agrees that the assignment of the Allottee/s's right under this Agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of Rs. 25/- (Rupees Twenty Five Only) per Sq.ft (**"Assignment Fee**), in case of assignment, prior to execution of the Sale Deed in favour of Allottee/s.

6.1.3 The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee/s shall co-exist or co-terminate.

6.1.4 It is specifically agreed by the Allottee/s that the Allottee/s shall bear all statutory charges from the date of intimating the readiness of the said Plot for handover by the Promoter in accordance with the following:

a. property taxes in respect of the Schedule B Plot and other outgoings and expenses incurred by the Promoter for maintenance of the Schedule B Plot;

b. Allottee/s's share of common maintenance expenses i.e., proportionate share of insurance premium, wages for the persons appointed by the Promoter to manage and look after the common areas and facilities in the said Layout i.e. the HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY' such as property manager, security guards,

gardeners, plumbers, electricians, generator operators, sweepers etc., expenses incurred by the Promoter or the agency appointed for maintaining all the common areas and facilities such as electricity charges, water charges, housekeeping consumables etc.

## **6.2 DELAY /DEFAULT IN PAYMENT:**

a. The Allottee/s shall make the payments as per the Payment Schedule mentioned Schedule D hereto. In case the payments are not received as per the payment schedule, without prejudice to the Promoter's other rights under this Agreement and/or under law, the Allottee/s shall be liable to pay interest at the applicable rate as per prevailing law on all the amounts due and payable by the Allottee/s under this Agreement and shall also not be eligible for any discounted rate offered at the time of booking. All Cheque payments shall be subject to realization.

b. If more than two instalments remain unpaid, the Promoter shall be entitled to terminate this Agreement and dispose of the Schedule B Property to any person/s of its choice and forfeit the entire Booking Amount as well as the statutory dues already paid to the exchequer and refund the balance sums within such days as are prescribed under the prevailing law from the date of execution of the cancellation agreement without any interest thereon. If the advance amounts paid is less than Booking Amount, then the Promoter shall be entitled to forfeit the entire amounts paid by the Allottee/s.

c. Upon termination, the Allottee/s shall cease to have any claims over the Schedule B Property. It is agreed that any notice to be served on the Allottee/s as contemplated under this Agreement shall be deemed to have been duly served after being sent to the Allottee/s under certificate of posting/registered Post acknowledgment due/ courier, at the address given above.

## **6.3 CANCELLATION**

a. In the event of a request for cancellation made by the Allottee/s and upon such request for cancellation being accepted by the Promoter, the entire Booking Amount being 10% of Total Sale Consideration under this Agreement as well as the statutory dues already deposited with the exchequer shall be forfeited and the Promoter shall refund the balance amount without interest to the Allottee/s within 90 (ninety) days from the date of execution of cancellation deed.



b. In the event of cancellation by Allottee/s, who has/ have availed of a loan from a housing finance institution, the said Allottee/s shall notify the concerned housing finance institution about such cancellation and obtain No Objection Certificate from the said housing finance institution before the balance amount is refunded to the Allottee/s.

**7. EXECUTION OF SALE DEED, STAMP DUTY AND REGISTRATION FEE:**

a. Pursuant to this Agreement, the Promoter do hereby covenant with the Allottee/s that after the Allottee/s is/are notified that he/she/they is/are entitled to take possession and within One (1) month of the receipt of the Total Sale Consideration including any interest on delayed payments, the Promoter shall execute and register the Sale Deed in respect to Schedule B Property at the expenses of the Allottee/s and subject to the Allottee/s(s) fulfilling all the terms and conditions contained under this Agreement.

b. The Allottee/s shall be put in possession of the Schedule B Property after the execution and registration of the Sale Deed.

c. The Stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of the Sale Deed and formation of the Owners' Association or Society, including the Stamp Duty and fee that may be demanded by the Special Deputy Commissioner for Detection of under Valuation of Stamps and other Authorities shall be borne by the Allottee/s alone. It shall be the responsibility of the Allottee/s to secure the release of the Sale Deed from the office of the concerned Sub-Registrar or any other authority and the Promoter have no liability in respect thereto.

**8. FORMATION OF OWNER'S ASSOCIATION:**

The Allottee/s along with other purchasers of other plots in the Project shall, as may be directed by the Promoter, join in forming and registering an Allottee/s's Association or any other body, to be known by such name as the Promoter may decide. The Allottee/s shall also sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and registration of the Owner's Association and for becoming a member thereof, including the bye-laws of the proposed Owner's Association and shall duly fill in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee/s, for registration of the Owner's Association.

**9. AMENITIES PROVIDED:**

9.1 The Amenities proposed to be provided by the Promoter are set out in **Annexure -2** hereto.

a. Each Plot in the Project will be provided, at the edge of the plot, piped connection for drinking/potable water, sewerage drain, electricity supply point and Rain Water Harvesting System (RWS) connection and the Allottee/s shall be required to mandatorily connect only to each of these pipe stubs provided.

b. The Allottee/s shall apply for and obtain permission for individual water meter.

c. The Allottee/s shall apply for and obtain permission for individual electricity connection and meter for the Plot and any future residential house/building though the connection is provided till the edge of the Schedule B Property.

9.2. The Promoter shall provide the Clubhouse Facility and other facilities on its own land as enumerated in Annexure-3 hereto and same shall be continue to be the Property of Promoter on the land adjacent to this Project. This Clubhouse Facility and other facilities provided is for usage of all the Allottee/s of the Project along with other neighbouring Layout Allottee/s which is developed/being developed by the Promoter, also other layout owners and General Public at the sole discretion of the Promoter, all the Allottee/s Purchaser of Promoter (all the Phases I,II,PHASE 3) will always have a right to use the same, subject to payment of charges and strict observation of the rules and regulations/ byelaws framed by the Promoter and or its nominee or assignee/s or any other entity/organization, which manages the operation of the Club from time to time and on payment of admission fee, subscription fee and usage charges for the facilities therein - and all the Allottee/s or Owners association/s shall not claim the Ownership or rights of any nature, in any manner in respect of the Clubhouse and other facilities/ assets therein , whether movable or immovable. Further, all the Allottee/s or owners association/s will always have right to use the same, upon being provided by the Promoter.

9.3. The Allottee/s agree/s that the Club House is not part of current development and shall be developed separately by the Promoter and hence, the Promoter shall not be obligated to deliver the Clubhouse and other shared facilities etc., simultaneously with delivery of possession of the Schedule B Property. The Promoter shall inaugurate the said facilities within 15 Months from the date of its plan approvals for Club house from the competent authorities with a grace period of 3 Months and the amounts to be paid by the Allottee/s or

any third party for use of Club House or other facilities shall be at the discretion of the Promoter/Association and which shall be in addition to the Club Membership charges/deposits towards acquiring of membership of the Club house and other shared facilities.

**10. ALLOTTEE/S'S COVENANTS WITH RESPECT TO RIGHTS OF THE PROMOTER:**

10.1 The Allottee/s shall have no right whatsoever to obstruct or hinder, on any ground the progress of the construction of the Plots / development activities or any part thereof done by the Promoter herein in any other parts of the HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY.

10.2 The Allottee/s agrees that the Promoter will be entitled to free uninterrupted access, at any point of time for the development of the remaining phases through all the common areas of the Schedule A Property and HOUSE OF HIRANANDANI – SHANKARPALLY.

10.3 The Allottee/s further agrees and covenants that the Promoter and/or any one claiming through them shall have the right of usage of the common amenities within the Schedule A Property as may be necessary for and applicable to, (including the right to use the integrated roads, right to draw water, right to access sewerage, right to connecting electricity lines, data, voice, etc. lines and cables as the case may be) the balance of the development undertaken by the Promoter in the remaining land of the said Project, i.e. the HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY or on any additional lands that may be acquired for the purposes of the said Project.

10.4 It is further clarified that the Promoter has not intended to convey any right, title or interest in any manner whatsoever to the Allottee/s in any land falling outside the Schedule B Property and/or with regard to any present or future construction that may take place on lands outside the Schedule B Property and Schedule A Property.

10.5 The Allottee/s shall have no right or authority or interest of any nature whatsoever in the developments envisaged in the remaining portions of the said Project i.e. HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY, and the same are specifically excluded from the scope of this Agreement.

10.6 The Allottee/s acknowledge/s that other than the Schedule B Property, the ownership of the balance lands, including within the Schedule A Property, and the facilities and amenities appurtenant thereto, shall vest solely with Promoter and/or their transferees and they alone shall have absolute right and authority to deal with the same, including their usage and manner / method of use, disposal etc., creation of rights in favour of any other person by way of sale, lease, joint venture, collaboration or any other mode.

10.7 The Promoter as aforesaid will develop other Plots in the balance portions of the said Project, i.e. the HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY, and reserve easementary rights in perpetuity in the roads and other passages leading to each of the Plots and other development/s in the said Project i.e. the HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY, for themselves. The perpetual easementary right of access created as aforesaid, is a restrictive covenant which runs with the land and is irrevocable under any circumstances whatsoever and the Allottee/s shall not have the right to question such use and enjoyment of roads and passages and other amenities and facilities in the said Project i.e. the HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY, by the Promoter and/or their transferees and / or persons claiming under them.

## **11. COVENANTS AS TO USE AND MAINTENANCE OF SCHEDULE B PROPERTY BY THE ALLOTTEE/S:**

The Allottee/s covenant as follows:

a. To maintain the Schedule B Property at the Allottee/s's own cost in good tenantable condition from the date the possession of the Schedule B Property is taken and not to do or suffered to be done anything in or to the Schedule B Property or use the same in a manner which may be against the rules, regulations or bye-laws of the concerned local or any other authority or Allottee/s's Association rules and regulations.

b. Not to store in the Schedule B Property any goods which are of hazardous, combustible or dangerous nature or goods, which are objectionable to be stored or kept under any prevailing law in India. In the event of the Allottee/s committing any act in contravention of the provision of law the Allottee/s alone shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

c. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from or in the Schedule B Property or in the open areas of the said Project except in the place(s) designated by the Promoter or the Allottee/s' Association.

d. To bear and pay any increase in the local taxes, water charges, insurance and such other levies, if any, as may be imposed by the concerned local authority and/or Government and/or other public authority, on account of change of the Schedule B Property by the Allottee/s viz., on account of any other use for any purposes other than for residential purpose.

e. Not to let, sub-let, transfer, assign or part with the possession of the Schedule B Property without the prior consent in writing of the Promoter or Allottee/s Association till the execution and registration in favour of Allottee/s.

f. To observe and perform all the obligations under the rules and regulations and bye-laws of the Allottee/s' Association, which the Allottee/s Association may adopt at its inception and as it may be in force from time to time; the Allottee/s shall be responsible for the observance and performance of the Rules, Regulations and bye-laws for the time being of the concerned local authority and of the Government and other public bodies.

g. To observe and perform all the stipulations and conditions laid down by the Allottee/s' Association regarding the occupation and use of the Schedule B Property and the constructed area made thereon and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

h. To forthwith remove any obstruction, objection, nuisance etc, created or caused by the Allottee/s, as asked for by the Promoter, Allottee/s' Association and/ or any members thereof suffering inconvenience on account of such obstruction or nuisance, etc.

i. To use the facilities / amenities provided by the Promoter in the Project diligently, carefully and in a responsible manner without causing nuisance to the other users with due observance of the bye-laws rules and regulations.

## **12.PROMOTER'S COVENANTS:**

**12.1** The Promoter covenant with the Allottee/s as follows:

1. That the Schedule B Property when conveyed to the Allottee/s shall be free from any charge, attachment, encumbrances of any kind;
2. That the Promoter is the absolute owner of the Schedule A Property and that their title thereto is good, marketable and subsisting and they have the power to convey the same and right to carry on the development as per the scheme of development;
3. That the Promoter will pay all taxes, rates and cesses in respect of the Schedule B Property up to the date of intimation of the said Plot being ready for possession or till the date of registration of the Sale Deed, whether possession is taken or not, whichever is earlier.

12. 2 The Promoter hereby further covenant with the Allottee/s that the Promoter shall not encumber, create a charge over or otherwise deal with the Schedule B Property described hereunder or any part thereof in a manner contrary to the terms of this Agreement.

### **13. ALLOTTEE/S'S FURTHER COVENANTS**

The Allottee/s covenants and undertakes with the Promoter as follows:

1. That the Allottee/s shall not be entitled to claim conveyance of the Schedule B Property until the Allottee/s fulfils and performs all the obligations and completes all payments under this Agreement;
2. The Allottee/s hereby covenants and agrees that the consideration agreed herein is based on the mutual negotiations between the Allottee/s and the Promoter, the Allottee/s shall have no right to renegotiate on the consideration in comparison with the other Allottee/s of the Plots within the said Project for whatsoever other reasons may be.
3. That the Allottee/s is / are fully aware that the Development is being done in phases / stages and that the Development of all the Plots will not be completed at the same time. The Allottee/s is / are also aware and agrees that the common amenities and facilities in the said development, shall be completed in stages to be developed on the said Lands. The delay in the completion of the common amenities and facilities in the said entire development i.e. the HOUSE OF HIRANANDANI, LOFTLINE SHANKARPALLY shall not give any right to the Allottee/s to claim any damages on the Promoter.
4. The Promoter reserves the exclusive and absolute right, power and authority to develop the remaining portions of the entire development, in various stages from time to time and retain portions thereof for any purpose and exploit the same now or later

and deal with the same in the manner it deem it fit in which neither the Allottee/s nor the other Allottee/s of Plots in the said Project, shall have any right for objection or concern therein.

5. The Allottee/s agrees that the execution of this Agreement with the Promoter and timely payment of instalments as per the payment schedule in this Agreement executed under the scheme of development shall be condition precedent for purchase of the Schedule B Property.
6. The Allottee/s, without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of Sale Deed for the Schedule B Property.
7. The Allottee/s hereby agrees that the assignment of the Allottee/s' right under this Agreement to any third party shall be subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of Rs. 25/- (Rupees Twenty Five Only) per Sq.ft(hereinafter "**Assignment Fee**").
8. The Allottee/s' rights and privileges granted to, and duties, obligations and conditions imposed on the Allottee/s are more particularly described in **Schedule C** hereunder.

#### **14. LOAN:**

14.1 If the Allottee/s is desirous of obtaining a loan to finance the payments of the purchase of the Schedule B Property, the Allottee/s shall make a written application for such loan (hereinafter called "**the Loan**") from a bank, housing finance company, housing finance society or a financial institution (hereinafter called "**the Financier**") and if the Loan is obtained the Allottee/s shall, execute all necessary forms and documents and pay all fees, legal costs, stamp duty expenses etc., in respect thereof. The Allottee/s undertakes to do all acts, things and take all steps that are required to get the loan disbursed to the Promoter without any delay.

Notwithstanding whether the Loan is obtained or not, the Allottee/s shall still be primarily liable to pay to the Promoter on the due dates all the instalments and all other sums due under this Agreement to Sell and in the event if there is any delay and/or default is made in payment of such amount/s, the Allottee/s shall be liable to the consequences including payment of interest on the outstanding payments as provided in this Agreement for Sale.

14.2 If the Allottee/s fails to obtain the Loan for any reasons whatsoever, the Promoter shall not in any way be liable to the Allottee/s for any loss damage, cost or expense howsoever

arising or incurred and such failure to obtain the loan shall not be a ground for any delay in the payment or for any non-payment on due dates of any amounts set out in this Agreement.

14.3 The Allottee/s shall be liable for the due and proper performance of all the terms and conditions.

14.4 All payments to be paid under this Agreement by the Allottee/s to the Promoter, shall be paid directly by the Allottee/s to the Promoter. Any loan amounts availed by the Allottee/s, shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee/s.

14.5 It is hereby expressly agreed to by and between the Parties hereto that this Agreement and the subsequent sale deed entered into between the Parties herein are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly.

14.6 The Allottee/s shall come forward for registration of this Agreement/Sale Deed, at the request of the Promoter and all costs, charges, expenses, Stamp duty, Registration charges, (as may be payable to any concerned authorities whether existing and/or as may be imposed at any time hereafter) and relating to the transaction herein contemplated between the Allottee/s and the Promoter including legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and/or the Sale Deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future, shall be borne by the Allottee/s alone and the Promoter is neither liable nor responsible for the same in any manner whatsoever.

14.7 That the Promoter shall pay property taxes (if applicable), levies, rents, public charges and other payable in respect of the Schedule B Property hereunder up to the date of Registration of the Sale Deed or delivery of possession of the said Plot to the Allottee/s, whichever is earlier. The Allottee/s shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the said Plot to the Allottee/s, whichever is earlier.



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

## **15.NOTICES**

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

### **1. SAMBU KISHORE (Name of Allottee)**

**FLAT NO ; 202 SAISADAN APPTS, CHAITANYAPURI, DILSHUKNAGAR  
HYDERABAD, Telangana, 500060 (Allottee Address)**

### **b. M/s Hiranandani Realtors Private Limited**

Registered Office at No. 514, Dalamal Towers, Nariman Point, Mumbai- 400 021, and its Telangana Regional Office at Plot no : 63 and 64, Flat no: 101, Shri Residency, Alluri Sitarama Raju Nagar, Miyapur Cheruvu Road, Miyapur, Srilingampally Mandal, Ranga Reddy District, Hyderabad , Telangana - 500049,

15.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.

## **16. JOINT ALLOTTEE/SS**

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

## **17. PROMOTER'S DISCRETION:**

The Promoter may or may not, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/s in not making payments as per the Payment Plan including waiving the payment of interest for delayed

payment. It is made clear and so agreed by the Allottee/s that exercise of discretion by the Promoter in the case of one Allottee/s shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee/s.

**18. NON-WAIVER:**

Failure on the part of the Promoter to enforce at any time or for any time period the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**19. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**20. RIGHT TO AMEND**

This Agreement may only be amended through written consent of the parties.

**21. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

**22. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory/ies at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s. After the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution this Agreement in the event if it is required to be registered same shall be registered at the office of the competent Sub-Registrar of Assurances. Hence this Agreement shall be deemed to have been executed at Hyderabad.

**23. DISPUTE RESOLUTION**

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

### **SCHEDULE 'A' PROPERTY**

ALL THAT PIECE AND PARCEL of land admeasuring an extent of 20.54 Acres comprised in Survey Numbers 446 (Part), 447/(Part), 449, 450 (Part), 451 (Part), 452 (Part), 455 (Part), 456 (Part), 457 (Part), at Kondakal Village Shankarapally Mandal Ranga Reddy District, Telangana.

### **SCHEDULE 'B' PROPERTY**

ALL THAT PIECE AND PARCEL of the Plot bearing No. 143 carved in Survey Nos.456/P, measuring East to West 50'.0" Feet, North to South 44'.11" Feet Totally measuring 208.66 sq. mtrs 2246.00 (sq ft) size (50'.0" X 44'.11") HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY situated at Kondakal Village Shankarapally Mandal Rangareddy District, Telangana and bounded on the:

East by: Plot No. 110

West by: 40 Feet Road

North by: Plot No. 144

South by: Plot No. 142

Together with the enjoyment rights in the common amenities and the infrastructure provided therein, and lies within the Sub-Registration District of Shankerpally, in the Registration District of Ranga Reddy.

### **SCHEDULE – C**

*(Rights and privileges granted to, and duties, obligations and conditions imposed on the Allottee/s)*

1. All the provisions and directions enumerated in this Schedule-C have been stipulated by the Promoter in recognition of the fact that in respect of the common area and amenities, only the undivided interest shall be **transferred** to the Allottee/s of all Phases, for the better utilization of the development plans envisaged / being envisaged by the Promoter. It is further made clear that such obligations are also for the benefit of the land transferred and intended to be annexed to such ownership. The common enjoyment and ownership with each right and privilege leading to corresponding duties and obligations is critical to the transaction and hence the clauses including the negative covenants are vital for the common benefit and enjoyment of the Proposed Plots, the respective owners and the common amenities therein.

## **2. Definitions:**

1. For the purposes of this agreement, the following meanings shall be ascribed to the following words, save and except, where otherwise expressly specified or unless repugnant to, or inconsistent with the context:
  2. 'Association' shall mean the Plot owners Association hereinafter called as LOFTLINE PLOT OWNERS ASSOCIATION formed /to be formed by all the Allottee/s of the entire Plots in the Project;
  3. 'Common Amenities' shall mean all common areas, amenities and facilities integrated like road, drains, streetlights, curb stones, foot paths, Sewage, common landscape, any open space reserved area (OSR Area) or otherwise, developed/ being developed/ to be developed by the Promoter in Phased manner.
  4. 'Allottee/s' shall mean the Owner herein and the Allottee/s of the remaining Plots in the Project (including their respective tenants / lessees / licensees / authorized persons, etc.);
3. The Allottee/s, including the Allottee/s herein, shall and will own, use and enjoy their proposed common areas in common and consistent with the rights and interests of each other, and shall use the Common Amenities, including, but not limited to, all sewers, drains, watercourses, rainwater harvesting, landscaped garden/s and all other common amenities now, in the Project in common, and to permit to run and pass water along the land, as per clause 2.1.2 above.
4. The sanitary conveniences of every one of the Plot, within the common area will be connected to common sewer/s and any repairs necessitated to the common mains, common

sewers, etc, shall be carried out by all the Allottee/s jointly and the expenditure arising thereof shared in the Said Proportion or in the proportion fixed by the Association.

5. If any repairs are necessitated to the common water lines, including External Electrical works including external light fixtures, accessories, etc. the same shall be immediately carried out and the expenses shall be borne by all the Allottee/s.

6. The Allottee/s shall use the common passages / roads only for the purpose of taking light motor vehicles/ construction material vehicles to their respective Plots , the Allottee/s shall not allow any commercial vehicle/s to be parked in the common areas and the Allottee/s will have no right to park any vehicle and shall not obstruct the common passages or driveways or create obstruction in the common passages / roads or driveways in any other manner.

7. All rates and outgoings, including statutory charges, if any, payable in respect of the common amenities in the Project shall be jointly paid by the Allottee/s.

8. The Allottee/s shall not at any time carry on or suffer to be carried on any offensive or dangerous trade or pursuit in the Schedule B Property which may be or become in any way a nuisance, annoyance or danger to the Allottee/s of the other Plots or to any neighbours of the Plots or which tend to prejudice or adversely affect the value of the Plots nor permit the same to be used for any illegal purpose.

9. Full right and liberty to the Allottee/s and all other persons authorized or permitted by them (in common with all other Allottee/s) with or without light motor vehicles at all times, day or night, and for all purposes to go, pass and re-pass over the Project land, excluding portions/ areas which are earmarked or provided exclusively for any of the Allottee/s/s, without causing undue hardship or disturbance to the other Allottee/s.

10. Not to keep stock or display of any wares or any other materials/ articles/ things in the place intended for common use or as part of the common areas in the Project.

11. The name of the Project shall be **“HOUSE OF HIRANANDANI, LOFTLINE-PHASE 3 SHANKARPALLY”** and it shall not be changed by the Allottee/s.

12. Each of the Allottee/s shall become a member of the Association formed/ to be formed by all the Allottee/s of the Plots for the purpose of governance of the day-to-day affairs and maintenance and upkeep of the common areas, common amenities and the infrastructures.

Each of the Allottee/s/s whether a member or not of the Association shall abide strictly by the bye-laws, rules and regulations and applicable laws.

13.The Allottee/s are entitled to equal rights of use, enjoyment and ownership of the Common Amenities of the Plots that are developed/ being developed/ to be developed by the Promoter in the Phased manner. No one Allottee/s shall have any exclusive or special rights with regard to any Common Amenities or any portion of the Common Amenities, owing to any reason, and the Allottee/s shall not object or create any hindrance for its usage and enjoyment by the other Allottee/s. The said rights of use and enjoyment of the Common Amenities by the Allottee/s are subject to payment of maintenance and/ or other charges leviable by the Association.

14.It is agreed that all the terms and conditions of this Agreement and the bye laws to be formed will be binding and enforceable on the future assignees, nominees or purchasers of the present Allottee/s.

15. The Parties hereby specifically agree that all the common areas, rights of passages, internal road, space in and around the Schedule A mentioned property, amenities, drainage and sewerage, will be used in common by all the Allottee/s and all the common areas in the land described in the Schedule 'B' mentioned hereunder shall be subject to the easement rights and further other common areas have to be used in common by the Allottee/s along with the other co-owners of the other avenues/streets within the said residential campus.

16. The Promoter undertakes to incorporate similar clauses as mentioned in this agreement with the other co-owners of the Plots and the same are enforceable between the Promoter and the respective Plot Allottee/s as well as between all the Allottee/s *inter-se*.

#### **SCHEDULE – D**

##### Payment Schedule

<b>Sr.no</b>	<b>Particulars</b>	<b>Amount</b>	<b>GST</b>	<b>Total</b>
1	On Booking Amount (11/4/2021) - 10.00%	583960	0	583960
2	On execution of agreement of sale (11/5/2021) - 20.00%	1167920	0	1167920

3	On commencement of works - 20.00%	1167920	0	1167920
4	On commencement of electrical works - 5.00%	291980	0	291980
5	Upon completion of sewerage line works - 10.00%	583960	0	583960
6	Upon completion of water line works - 10.00%	583960	0	583960
7	Upon completion of internal roads - 10.00%	583960	0	583960
8	Upon completion of electrical works - 5.00%	291980	0	291980
9	At the time of registration / possession - 10.00%	583960	0	583960
	<b>TOTAL</b>	<b>5839600</b>	<b>0</b>	<b>5839600</b>

**IN WITNESS WHEREOF THE PROMOTER AND THE ALLOTTEE/S HEREIN HAVE SET THEIR RESPECTIVE HANDS, SEAL AND SIGNATURES TO THIS AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN :**

**PROMOTER**

---

**For and on behalf of**

**HIRANANDANI REALTORS PRIVATE LIMITED**

**Authorised Signatory**

---

**Signature of Allottee/s**

**(Name of the Allottee/s)**



**WITNESSES:**

- 1.
- 2.

# ANNEXURE-1

## (DEVELOPMENT PLAN OF THE SAID LAND)



PH III-PLOTTED DEVELOPMENT			
Sy.no.	Area(SqM.)	Area(Sqft.)	Area(Ac.)
446	863.94	9299.45	0.21
447	13433.53	144598.52	3.32
449	18043.91	194224.65	4.46
450	10721.64	115407.73	2.65
451	3917.65	42169.58	0.97
452	7606.73	81878.84	1.88
455	4745.49	51080.45	1.17
456	20340.26	218942.56	5.03
457	3455.52	37195.22	0.85
<b>Total(A)</b>	<b>83128.67</b>	<b>894813.63</b>	<b>20.54</b>

PHASE-III



## **ANNEXURE – 2**

### **LIST OF COMMON AMENITIES**

1. **Water:** Provision for water supply connections pipes to individual plots.
2. **Rain Water Harvesting:** Rain Water Harvesting System (RWS).
  
1. **Electricity:** Provided by Telangana State Power Distribution corporation (TSPDCL) electricity supply through underground cable up to Feeder Pillar, from Feeder Pillar to the entry point of each Plot underground pipe provision.
2. **Roads:** Roads within the Plotted Development.
3. **Sewerage:** Sewerage connection at the entry of each plot and manhole/inspection chambers at predetermined locations.
4. **Communication:** Underground ducts for drawing telephone/broadband lines, up to the entry point of each plot.

## **ANNEXURE -3**

### **CLUB HOUSE FACILITIES**

#### **AS Constructed**