

[SEE RULE 38]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this __ day of ____, 2019

By and Between

[If the promoter is a Patnership Firm]

M/s.Sri Jagath Swapna Infra Projects represented by its Managing Partner Sri P.Vamsi Krishna, s/o. P. KRISHNA MURTHY, Aged about 37 years, R/o.1-5-16/A/B, Flat No. 402, Jeevan Mansion, Musheerabad, Hyderabad, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1-92/3, Street no.1 kakatiya nagar, Habsiguda, Hyderabad, (PAN: ADHFS5273R), represented by its authorized Partner P VAMSHI KRISHNA, (Aadhar no. 5541 5592 3141).

Hereinafter referred to as the "**Promoters**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

For Sri Jagath Swapna Infra Projects
Partners

Contd...,2

::2::

AND

[If the Allottee is an Individual]

Mr. _____, Son Of. _____, aged about ____, Occu. _____ residing at _____
Aadhar No. _____, Pan No. _____.

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

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

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

WHEREAS the Vendor, M/s. SRI JAGATHSWAPNA INFRA PROJECTS purchased an total agricultural land amasuring Ac.16-31 Gts. An extent of agricultural land Ac. 07-07 Gts comprising of Ac.3-09 Gts in Sy.No.1069/PART & 1070/ PART, and Ac.2-09 Gts in Sy.No. 1067/PART & 1068/PART and an extent of Ac.1-29 Gts in Sy.No. 1066/PART & 1066/1 PART thus in all Ac.07-07 Gts situated at Ghanpur Village (Edulabad) Ghatkesar Mandal, M.M Dist from SMT.K.LALITHA, W/O.LATE MADHAN MOHAN REDDY & Others vide Sale Deed registered as Doc.No. 6165/2019 Dated: 15-06-2019 regd. at SRO Ghatkesar. And and also M/s. SRI JAGATHSWAPNA INFRA PROJECTS purchased the agriculture land an extent of Ac.09-24 Gts comprising of Ac.03-19 Gts in Sy.No. 1061/PART, Ac.00-10 Gts in Sy.No. 1064/PART, Ac.00-18 Gts in Sy.No. 1065/1, Ac.00-12 Gts in Sy.No. 1067/2 PART, Ac.00-20 Gts in Sy.No. 1068/2 PART, Ac.00-38 Gts in Sy.No. 1070/1 PART, Ac.01-31 Gts in Sy.No. 1071/PART and Ac.01-36 Gts in Sy.No. 1073/PART situated at Ghanpur Village (Edulabad) Ghatkesar Mandal, M.M Dist from SMT.K.LALITHA, W/O.LATE MADHAN MOHAN REDDY & Others vide Sale Deed registered as Doc.No. 9708/2019 Dated: 11-09-2019 regd. at SRO Ghatkesar.

WHEREAS subsequently M/s. SRI JAGATHSWAPNA INFRA PROJECTS Purchased and developed the said land totally admeasuring Ac.16-31 Gts of Ghanpur Village into open Plotted Layout by obtaining necessary permissions from HMDA vide sanctioned Layout Permit No. 000292/LO/Plg/HMDA/2019, Dt: 27-09-2019 and named the venture as "FLIVORA"

For Sri Jagathswapna Infra Project
Partners

Contd.,3

AND WHEREAS, the Plot bearing No. _____, totally admeasuring _____ Sq.yards, in Survey Nos. 1061/P, 1064/P, 1065/P, 1066/P, 1067/P, 1068/P, 1069/P, 1070/P, 1071/P & 1073/P situated at Ghanpur Village, Ghatkesar Mandal, Medchal-Malkajgiri District, which is morefully described in the schedule mentioned below and hereinafter called as the "Schedule property", for a total sale consideration of Rs. _____/- (Rupees _____ Only) to the Allottee and the Allottee agreed to purchase the same for the said consideration.

WHEREAS:

- A. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- B. The HMDA has granted the commencement certificate to develop the Project *vide* approval dated 27.09.19 bearing no. **000292/LO/Plg/HMDA/2019**;
- C. The Promoter has obtained the final layout plan approvals for the Project from. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at 'FLIVORA, Edulabad, Medchal Malkajgiri District, on _____.2019, under registration no. _____;
- E. The Allottee had applied for a plot in the Project *vide* application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square yards, as permissible under the applicable law (hereinafter referred to as the "Plot" more particularly described in **Schedule B**);
- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- H. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

For Sri Jagathi Raju & Partners
Partners

::4::

1. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the;

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

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified above;

Plot no	Rate of Plot per square yard

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Plot;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

For Sri Jagathewapna Infra Projects

Partners

Contd...,5

- 1.2 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.3 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule B ("Payment Plan")**.
- 1.4 It is agreed that the Promoter shall not make any additions and alterations in the layout plans and specifications and amenities described therein in respect of the plot, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations such minor changes or alterations as per the provisions of the Act.
- 1.5 The Promoter shall confirm the final square yards that has been allotted to the Allottee after the final layout is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the square yards shall be recalculated upon confirmation by the Promoter. If there is any reduction in the square yards within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square yards as agreed in Clause 1.2 of this Agreement.
- 1.6 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Plot;
 - (ii) That the computation of the price of the Plot includes recovery of price of land, the Common Areas, internal development charges, external development charges, taxes, and includes cost for providing all other facilities as provided within the Project as per the sanctioned layout.

For Sri Jagathswapna Infra Projects

Contd...,6

Partners

- 1.7 It is made clear by the Promoter and the Allottee agrees that the Plot indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and may be linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.8 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "FLIVORA" shall not form a part of the declaration to be filed with HMDA to be filed in accordance with the provision of the act
- 1.9 The Allottee has paid a sum of 1.Rs.____/-(Rupees____only), Through Ch.No.____, On Date.____, Bank. 2. Rs.____/-(Rupees____only), Through Ch.No.____ On Date.____, Bank. as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

That the Allottee shall pay the balance Amount of Rs.____/- (Rupees____Only) to the vendor within 45 days from the date of this Agreement.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the Development milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of the Promoter payable at Hyderabad, failing which the allotment shall be cancelled and the amount paid shall forfeited.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999,

For Sri Jagathswana Infra Projects

Partners

Contd.,7

::7::

Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

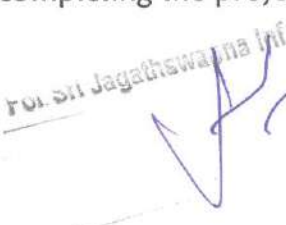
- 3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

1.13 Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the


For. Sri Jagadishwara Infra Projects
Partners

Contd...,8

Allottee and the common areas to the association of the allottees after receiving the completion certificate. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of the Promoter as provided in **Schedule ("Payment Plan")**.

6. COMPLETION OF THE PROJECT

The Allottee has seen the specifications of the Plot and accepted the Payment Plan, layout plans which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws of HMDA and shall not have an option to make any variation /alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE PLOT

7.1 **Schedule for possession of the said Plot:** The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Plot on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee 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 agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the

For Sri Jagathswayana Infra Projects
Partners

Plot, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within **450 days** of receiving the Completion certificate/final layout of the Project.

- 7.3 **Failure of Allottee to take Possession of Plot:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee 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. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- 7.4 **Possession by the Allottee -** After obtaining the completion certificate* and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- 7.5 **Cancellation by Allottee –** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 90 days of such cancellation.

7.6 **Compensation –**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

For. Sri Jagadishwappa Infra Projects
Partners

::10::

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Plot and common areas;

Contd.,11

::11::

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Plot to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Plot to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property to the best of knowledge of the Promoter;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Plot to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition which is complete in all respects;

For Sri Jagat Narayan Prasad
Partners

Contd.,12

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the development milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate specified in the Rules within 90 days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

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

- (i) In case the Allottee fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Promoter in this
- (iii) regard, the Promoter shall cancel the allotment of the Plot in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

For Sri Jagathswa Dna Infra Projects
Partners

10. CONVEYANCE OF THE SAID PLOT

The Promoter, on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the Final layout. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID PLOT.

The Promoter shall be responsible to provide facilities as per the sanctioned layout, the Project.

12. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Plot/ at his/her own cost.

13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Plot.

FOR THE DEVELOPER/PROJECT PARTNERS

Partners

14. BINDING EFFECT

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

15. ENTIRE AGREEMENT

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

16. RIGHT TO AMEND

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

17. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

For Sri Jagadishwara
Partners

18. WAIVER NOT A LIMITATION TO ENFORCE

- 18.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
- 18.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the extext of plotted area/Plot bears to the total plotted area in layout in the Project.

21. FURTHER ASSURANCES

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

For Sri Jagathewapna Nitta Projects
Partners

22. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office.

23. NOTICES

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

Name of Allottee: _____

Allottee Address: _____

Promoter name: M/s Sri Jagath Swapna Infra Projects

Promoter Address: 1-92/3, Street no.1 kakatiya nagar, Habsiguda, Hyderabad-500007

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

24. JOINT ALLOTTEES

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

25. 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.

26. 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

For Sri Jagathswapna Infra Projects

Partners

Contd.,17

::17::

amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____
(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At Habsiguda on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) M/s Sri Jagath Swapna Infra Projects
(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

Signature _____
Name _____
Address _____

SCHEDULE 'A' –

All that part and parcel of the **Plots bearing Nos.** _____, totally admeasuring _____ **Sq.yards**, in Survey Nos. 1061/P, 1064/P, 1065/P, 1066/P, 1067/P, 1068/P, 1069/P, 1070/P, 1071/P & 1073/P situated at Ghanpur Village, Ghatkesar Mandal, Medchal-Malkajgiri District, and bounded as follows :-

NORTH :
SOUTH :
EAST :
WEST :

M/s Sri Jagath Swapna Infra Projects
Partners

SCHEDULE 'B' - PAYMENT PLAN BY THE ALLOTTEE

A sum of Rs. _____/- (Rupees _____ Only) by way of Cheque bearing
No. _____ dated _____ drawn on _____ Bank, _____ Branch.

The Promotor/Vendor hereby expressly admit and acknowledge that the Vendor No.1 is in
receipt of the said total sale consideration of Rs. _____/- (Rupees
_____ Only) from the Vendee.

- i). A sum of Rs. ____ shall be paid within 15 days of this Agreement
- ii). A sum of Rs. ____ shall be paid within 30 days of this Agreement
- iii). A sum of Rs. ____ shall be paid within 45 days of this Agreement

For. Sri Jagadishwari Infra Projects

Partners

S A L E D E E D

This DEED OF SALE is made and executed on this the ____ day of _____, 2019, at Ghatkesar, Medchal-Malkajgiri District, by:

M/s.Sri Jagath Swapna Infra Projects represented by its Managing Partner Sri P.Vamsi Krishna, s/o. P. KRISHNA MURTHY, Aged about 37 years, R/o1-5-16/A/B, Flat No. 402, Jeevan Mansion, Musheerabad, Hyderabad, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 1-92/3, Street no.1 kakatiya nagar, Habsiguda, Hyderabad, (PAN: ADHFS5273R), represented by its authorized Partner P VAMSHI KRISHNA, (Aadhar no. 5541 5592 3141).

Hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in interest,executors, administrators and permitted assignees, including those of the respective partners).

For Sri Jagath Swapna Infra Projects
Partners

Contd...,2

AND

IN FAVOUR OF

SRI. _____, S/O SRI. _____, aged about ____ years, Occu: _____, residing at _____.

(Aadhar No. _____) (PAN. _____).

Hereinafter called the "PURCHASER".)

(The terms the "VENDOR" and the "PURCHASER" herein used shall whenever the context so admits mean and include their respective heirs, executors, successors, legal representatives, administrators and assignees etc., as the parties themselves.)

AND WHEREAS, K.Madan Mohan Reddy, his brothers and sister orally partitioned the said property among themselves and came into possession and enjoyment of their respective shares. The names of the said K.Madan Mohan Reddy, his brothers and his sister were duly mutated in the revenue records as pattedars and possessors and the same is evident from the relevant revenue records.

AND WHEREAS, the said K.Madan Mohan Reddy also died leaving behind his wife Smt.K.Lalitha and his son K.Narsimha Reddy and two daughters namely Smt.Surekha and Sunitha as his heirs, thus they succeeded to his estate. Similarly, the said K.Narender Reddy also died leaving behind his wife Smt.Vijay Laxmi and his two sons namely Naveen Reddy and Praveen Reddy, thus they succeeded to his estate.

WHEREAS the Vendor, M/s. SRI JAGATHSWAPNA INFRA PROJECTS purchased an total agricultural land measuring Ac.16-31 Gts. An extent of agricultural land Ac. 07-07 Gts comprising of Ac.3-09 Gts in Sy.No.1069/PART & 1070/ PART, and Ac.2-09 Gts in Sy.No. 1067/PART & 1068/PART and an extent of Ac.1-29 Gts in Sy.No. 1066/PART & 1066/1 PART thus in all Ac.07-07 Gts situated at Ghanpur Village (Edulabad) Ghatkesar Mandal, M.M Dist from SMT.K.LALITHA, W/O.LATE MADHAN MOHAN REDDY & Others vide Sale Deed registered as Doc.No. 6165/2019 Dated: 15-06-2019 regd. at SRO Ghatkesar. And also M/s. SRI JAGATHSWAPNA INFRA PROJECTS purchased the agriculture land an extent of Ac.09-24 Gts comprising of Ac.03-19 Gts in Sy.No. 1061/PART, Ac.00-10 Gts in Sy.No. 1064/PART, Ac.00-18 Gts in Sy.No. 1065/1, Ac.00-12 Gts in Sy.No. 1067/2 PART, Ac.00-20 Gts in Sy.No. 1068/2 PART, Ac.00-38 Gts in Sy.No. 1070/1 PART, Ac.01-31 Gts in Sy.No. 1071/PART and Ac.01-36 Gts in Sy.No. 1073/PART situated at Ghanpur Village (Edulabad) Ghatkesar Mandal, M.M Dist from SMT.K.LALITHA, W/O.LATE MADHAN MOHAN REDDY & Others vide Sale Deed registered as Doc.No. 9708/2019 Dated: 11-09-2019 regd. at SRO Ghatkesar.

WHEREAS subsequently M/s. SRI JAGATHSWAPNA INFRA PROJECTS Purchased and developed the said land totally measuring Ac.16-31 Gts of Ghanpur Village into open Plotted Layout by obtaining necessary permissions from HMDA vide sanctioned Layout Permit No. 000292/LO/Pig/HMDA/2019, Dt: 27-09-2019 and named the venture as "FLIVORA"

Partners

Contd...,3

WHEREAS thus the Vendor/Promoter is the sole and absolute owner of the Open Plot No. _____, admeasuring _____ Square Yards, in Layout known as "FLIVORA" in Survey Nos. 1061/P, 1064/P, 1065/P, 1066/P, 1067/P, 1068/P, 1069/P, 1070/P, 1071/P & 1073/P situated at Ghanpur Village, Ghatkesar Mandal, Medchal-Malkajgiri District.,

WHEREAS the VENDOR, have offered to sell Open Plot No. _____, admeasuring _____ Square Yards, or _____ Square Mtrs, Situated in "FLIVORA" in Survey Nos. 1061/P, 1064/P, 1065/P, 1066/P, 1067/P, 1068/P, 1069/P, 1070/P, 1071/P & 1073/P situated at Ghanpur Village, Ghatkesar Mandal, Medchal-Malkajgiri District. More fully described in the schedule below and marked in Red in the plan annexed hereto (hereinafter referred to as scheduled property) for a total sale consideration of Rs. _____/- (Rupees _____ Only) and the PURCHASER has agreed to purchase the same for the said sale consideration.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

1. That in pursuance of the above said offer and acceptance the Purchaser has already paid the sum of Rs. _____/- (Rupees _____ Only) to the Vendor towards the full and final settlement of the sale consideration. The Vendor hereby admits and acknowledges the receipt of the said sum and releases the Purchaser from any future liability of payment in this transaction. The Vendor also hereby declare and transfer the scheduled mentioned property by way of absolute sale to the Purchaser to HAVE AND TO HOLD the same absolutely forever together with all the rights, title, easements, advantages and appurtenances which the Vendor is having in respect of the schedule of property.
2. That the Vendor have already, handed over the vacant and peaceful physical possession of the schedule property to the Purchaser. The Vendor herein assures to keep the purchaser indemnified from all losses, costs, expenses, damages etc. whatsoever the Purchaser may be put into by reason of any defect in the title of the vendor over the schedule property.
3. That the Vendor further covenant with the Purchaser that if the Purchaser shall be deprived of whole or any part of the schedule of property, on account of any defect in the title of the Vendor, the vendor shall indemnify and compensate the Purchaser against the same.
4. That the Vendor hereby declares that the Purchaser hereafter shall hold and enjoy the schedule property as absolute owner, without any coercion or hindrance either from the Vendor or any other person or persons whomsoever claiming under the Vendor.
5. That the Vendor hereby declare that the Schedule property is free from all encumbrances, charges, sales, gifts, mortgages, and court attachments etc.
6. That the land conveyed by this document is not an assigned land as defined under the provisions of A.P. Assigned Lands (Prohibition on Transfers) Act 9 of 1977.
7. That there are no legal impediments whatsoever for the Vendor conveying the scheduled property in favour of the Purchaser herein.
8. That the Vendor had paid all the revenue taxes upto-date in respect of the schedule property. If any dues found unpaid, the Vendor will be liable to pay all such dues. The Purchaser shall hereafter pay hereafter all taxes in respect of the schedule property.
9. That the Vendor hereby authorize the Purchaser and further agree to sign all such papers and petitions which shall be required as and when necessary reasonably in getting mutation in the name of Purchaser in the Govt. records or in any other concerned departments.
10. That the Vendor hereby deliver all the title deeds, link documents, etc. in respect of the schedule property to the Purchaser.

For On behalf of Vendor and Projects


Partners

Contd.,4

**STATEMENT REGARDING THE MARKET VALUE OF THE PROPERTY FILED UNDER RULE 3 OF THE
ANDHRA PRADESH PREVENTION OF UNDER VALUATION INSTRUMENT RULE 1975**

The market value of the said property is Rs. _____/- per Sq.Yard, the total value of the property is Rs. _____/- (Rupees _____ Only) (Schedule of Property), for _____ Sq.Yds., the stamp duty is paid on Market Value.

SCHEDULE OF THE PROPERTY

All that the Part and parcel of Open Plot No. _____, admeasuring _____ Square Yards, or _____ Square Mtrs, in layout known as "FLIVORA" in Survey Nos. 1061/P, 1064/P, 1065/P, 1066/P, 1067/P, 1068/P, 1069/P, 1070/P, 1071/P & 1073/P situated at Ghanpur Village, Ghatkesar Mandal, Medchal-Malkajgiri District and bounded by: -

NORTH	::	_____
SOUTH	::	_____
EAST	::	_____
WEST	::	_____

more fully shown in the plan in RED Colour annexed hereto.

IN WINTNESS WHEREOF the both parties hereto have signed and executed this SALE DEED in the presence of the below mentioned witnesses on the day, month and the year afore mentioned.

WITNESSES:

1. _____

2. _____

For Sri Jagathswapna Infra Projects


SIGNATURE OF THE VENDOR

SIGNATURE OF THE PURCHASER