

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") is executed on this ____ day of _____, _____, at Hyderabad, Telangana, India.

BY AND BETWEEN

1. **SRI. GHANSHYAM B PATEL**, S/o Late Bhailal Patel, Aged about 63 years, Occ: Business, R/o. Villa No. 41, Avenue- 4, Splendid Aparnas Palm Medows, Kompalle, Telangana-500014, India, Aadhar No. **XXXX XXX 0207**, PAN No. **AIFPP4362D**, hereinafter referred to as Land Owner 1;

2. **SMT. DHARMISHTA G PATEL**, W/o Sri Ghanshyam B Patel, Aged about 57 years, Occ: Business, R/o. Villa No.41, Avenue- 4, Splendid Aparnas Palm Medows, Kompalle, Telangana-500014, India, Aadhar No. **XXXX XXXX 7051**, PAN No. **AFCPP4380D**, hereinafter referred to as Land Owner 2;
3. **SRI. AMIT KUMAR PATEL**, S/o Sri Ghanshyam B Patel, Aged about 36 years, Occ: Business, R/o. Villa No.41, Avenue- 4, Splendid Aparnas Palm Medows, Kompalle, Telangana-500014, India, Aadhar NO. **XXXX XXXX 9349**, PAN No. **AQCPP0394G**, hereinafter referred to as Land Owner 3.
4. **SRI. AKSHAY G PATEL**, S/o. Sri Ghanshyam B Patel, Aged about 34 years, Occ: Business, R/o. Villa No.41, Avenue- 4, Splendid Aparnas Palm Medows, Kompalle, Telangana-500014, India, Aadhar No. **XXXX XXXX 4859**, PAN No. **BDDPP8822J**, hereinafter referred to as Land Owner 4;

All represented by their General Power of Attorney holder vide registered Development Agreement cum Irrevocable General Power of Attorney dated February 10, 2023, Document No. 1184/2023:

M/s. JAIN CONSTRUCTION, a Partnership Firm constituted under the provisions of the Indian Partnership Act, 1932, having its Registered Office at Sy. No. 36/Part, Satamrai Village, Shamshabad Mandal, Ranga Reddy District, Telangana-501218, India, [PAN No. **AASFJ5733B**], Represented by its Partners **Mr. Praveen Kumar Jain**, S/o. Sri Jayantilal D Jain, aged 48 years, Occ: Business, R/o. H. No. 6-1-851, Khairatabad, Hyderabad - 500 004, Telangana and **Mr. Suresh Jain**, S/o. Late Sri Devichand Gandhi, aged 42 years, Occ: Business, R/o. H. No. 8-3-978/16/A, Srinagar Colony, Hyderabad - 500 073, Telangana;

(hereinafter collectively referred to as "Land Owners I" which expression shall mean & include all their respective heirs, executors, administrators, legal representatives, nominees, successors and assigns etc.)

AND

5. **M/s. RATNAPRIYA PROJECTS LLP (LLPIN: AAM693)**, a Limited Liability Partnership having its registered office at Plot No. 1-/8-6, H. No. 6-27/1, Aishwarya Towers, 2nd Floor, R. No. 4, S.V Co-operative Ind. Estate, Hyderabad, Telangana-500037, India, represented by its Designated Partner Sri. Rajesh Bahety, S/o. Mr. Purushottam Bahety, aged 49 years, Occ: Business R/o. Hyderabad, Telangana;

represented by its General Power of Attorney holder vide registered Development Agreement cum Irrevocable General Power of Attorney dated December 29, 2022, Document No. 2178/ 2023:

M/s. JAIN CONSTRUCTION, a Partnership Firm constituted under the provisions of the Indian Partnership Act, 1932, having its Registered Office at Sy. No. 36/Part, Satamrai Village, Shamshabad Mandal, Ranga Reddy District, Telangana-501218, India, [PAN No. **AASFJ5733B**], Represented by its Partners **Mr. Praveen Kumar Jain**, S/o. Sri Jayantilal D Jain, aged 48 years, Occ: Business, R/o. H. No. 6-1-851, Khairatabad, Hyderabad - 500 004, Telangana, India; and **Mr. Suresh Jain**, S/o. Late Sri Devichand Gandhi, aged 42 years, Occ: Business, R/o. H. No. 8-3-978/16/ A, Srinagar Colony, Hyderabad - 500 073, Telangana, India;

(hereinafter collectively referred to as "Land Owners II" which expression shall mean & include all their respective heirs, executors, administrators, legal representatives, nominees, successors and assigns etc.)

(Land Owners I and Land Owners II shall hereinafter collectively be referred to as "Land Owners")

AND

6. **M/s. JAIN CONSTRUCTION**, a Partnership Firm constituted under the provisions of the Indian Partnership Act, 1932, having its Registered Office at Sy. No. 36/Part, Satamrai Village, Shamshabad Mandal, Ranga Reddy District, Telangana-501218, India, [PAN No. **AASFJ5733B**],

Represented by its Partners **Mr. Praveen Kumar Jain**, S/o. Sri Jayantilal D Jain, aged 48 years, Occ: Business, R/o. H. No. 6-1-851, Khairatabad, Hyderabad - 500 004, Telangana, **Mr. Suresh Jain**, S/o. Late Sri Devichand Gandhi, aged 42 years, Occ: Business, R/o. H. No. 8-3-978/16/A, Srinagar Colony, Hyderabad - 500 073, Telangana, **Mr. Ankur Agarwal** S/o Anand Kumar Agarwal aged about 28 Years, Occupation: Business, R/o Villa No. 55 SA palm meadows, Kompally, Rangareddy-500 014 and **Mr. Anuj Jain** S/o Sri Lalit Kumar Jain aged about 28 Years, Occupation: Business, R/o H.No.6-1-851, Khairatabad, Hyderabad-500 004.

(hereinafter collectively referred to as "Developer/ Promoter", which expression shall mean & include all their respective heirs, executors, administrators, legal representatives, nominees, successors and assigns etc.)

AND

7. Mr. _____, S/o. Mr. _____, aged about _____ years, Occupation: _____, R/o. _____

Hyderabad, Ranga Reddy, Telangana, India - _____, Aadhaar No. _____, PAN No. _____

8. Mr. _____, S/o. Mr. _____, aged about _____ years, Occupation: _____, R/o. _____

Hyderabad, Ranga Reddy, Telangana, India - _____, Aadhaar No. _____, PAN No. _____

(hereinafter referred to as 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 assigns).

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,:

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and as maybe amended from time to time;
- b) "Appropriate Government" means the Government of Telangana;
- c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016 and as maybe amended from time to time;
- d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 and as maybe amended from time to time;
- e) "Section" means a section of the Act.
- f) "Saleable Area" includes Carpet Area plus veranda/balcony/terrace/areas under service shafts area which are exclusively meant for the Purchaser(s) plus the proportionate share of Common Areas and any other area as agreed between the Promoter/Developer/Vendor and Purchaser(s) in the agreement of sale for which a proportionate cost has been collected from the Purchasers/Allottees.

WHEREAS:

- A. The Land Owners I are the absolute owners and peaceful possessors of respective extents of Schedule Property more fully viz., all that contiguous land, where Land Owners 1 & 2 possessing an extent of Ac. 1-23.5 gts and 3 & 4 possessing an extent of Ac. 1-22 gts, total admeasuring Ac. 3-05.5 gts. in Sy. No. 36/Part situated at Satamrai Village, Shamshabad Mandal, Ranga Reddy District having acquired the same under registered AGPA bearing document Nos. 4941/2017 and 4943/2017 dated August 28, 2017, more fully described hereunder in the **Scheduled Project Land-A** (hereinafter referred to as "**Scheduled Project Land-A**"). Thereafter, Land Owners 1 & 2 hereto in the capacity of the AGPA holders thereunder have executed a registered sale deed favouring themselves and another registered sale deed in favour of Land Owners (3) & (4) hereto as detailed below:

Document No.	Date	extent Ac. Gts	In favour of
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15968/ 2018	15.12.2018	1-23.5	Land Owners (1) & (2)
15969/ 2018	15.12.2018	1-22	Land Owners (3) & (4)

- B. Pursuant to the said two registered sale deeds, entries in the revenue records have been mutated in favour of the Land Owners I in respect of the Scheduled Project Land-A vide proceedings No. D/251/2019 & D/252/2019 both dated 13.03.2019 issued by the Tahsildar, Shamshabad Mandal and accordingly electronic Pattedar pass books vide Katha No. 60001 to 60004 were issued in favour of Land Owners I respectively;
- C. The Land Owners I got the land use of their respective extents of the Scheduled Project Land-A total admeasuring Ac. 3-05.5 gts in Sy. No. 36/Part of Satamrai Village, converted from agriculture use to non-agriculture use vide proceeding Nos. 2100863537, 2100863686, 2100863755 and 2100863822 all dated 17.09.2021 respectively;
- D. The Land Owners I intended to develop the land and entered into a registered Development Agreement cum General Power of Attorney ("**DAGPA**") bearing document No. **1184/2023** dated February 10, 2023, in favour of the Developer on the terms and conditions that Land Owners I shall be entitled to Thirty-six per cent (36%) of the saleable area on total Scheduled Project Land-A in the shape of Residential Apartments out of the total constructed area along with a proportionate undivided share of land and Parking Areas the document was registered at _____ and entered into a Supplementary Agreement dated _____;
- E. The Land Owners II are the absolute owners and peaceful possessors of all that contiguous land admeasuring Ac. 2-14.45 or 11428.45 sq. yards. in Sy. No. 36/Part situated at Satamrai Village, Shamshabad Mandal, Ranga Reddy District having acquired the same under registered Sale Deed bearing document No. 10841/2018 dated July 30, 2018, more fully described hereunder in the **Scheduled Project Land-B** (hereinafter referred to as "**Scheduled Project Land-B**");

- F. The Land Owners II intended to develop the land and entered into a registered Development Agreement cum General Power of Attorney ("**DAGPA**") bearing document No. **2178/ 2023** dated December 29, 2023, in favour of the Developer on the terms and conditions that Land Owners II shall be entitled to Thirty-nine point zero six per cent (39.06%) of the saleable area on total Scheduled Project Land-B in the shape of Residential Apartments out of the total constructed area along with a proportionate undivided share of land and Parking Areas the document was registered at _____ and entered into a Supplementary Agreement dated _____;
- G. The Land Owners along with the Developer executed the Development Agreements cum Irrevocable General Power of Attorney as mentioned above and the Developer have obtained HMDA permission for the total built-up area of _____ **Sq.ft** and the Land Owners agreed to pay the deficit amount for the excess built-up area if any in Supplementary Agreements to be executed in future;
- H. The Scheduled Project Land-A and Scheduled Project Land-B (collectively referred to as "**Said Land**") are earmarked to build a residential Project, comprising 3 Blocks named as **A** Block, **B** Block, and **C** Block, multi-storeyed Apartment building and the said Project shall be known as "**JAIN PRAMUKH SAMRIDDHI TOWERS**" (hereinafter referred to as "**Project**")
- I. 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;
- J. The Hyderabad Metropolitan Development Authority has granted the commencement certificate to develop the Project vide approval dated: _____, bearing Registration No. _____;
- K. The Promoter has obtained the final layout plan, sanctioned plan, Specifications and approvals for the Project and also for the apartment from the Hyderabad Metropolitan Developer Authority. The Promoter agrees and undertakes that it shall not make any

changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;

L. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at Hyderabad on _____ under registration no. _____;

M. The Land Owners I and Land Owners II, and Promoter entered into Supplementary Agreement with _____, vide Document No's. _____, dated: _____, and with _____ vide Document No. _____, Dated: _____, for distribution of respective shares of apartments, which were shown in the said Agreement. The Apartment No. _____, "_____ BHK" having "_____" facing, in "____th Floor", "_____" Block, falls under the share of Promotor herein;

N. The Allottee had applied for an apartment in Project _____ and has been Allotted Apartment No. _____, "_____ BHK", having "_____" facing on "____th Floor" in "_____" Block, having Carpet Area of _____ Sq. Ft., exclusive verandas & balconies area of _____ Sq. Ft., external walls area of _____ Sq. Ft., totally having a Plinth Area of _____ Sq. Ft., with pro rata share in the common area of _____ Sq. Ft., thus the total saleable area of _____ Sq. Ft., along with _____ parking in the Cellar, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule - A** and the floor plan of the Apartment is annexed hereto and marked as **Schedule - B**);

O. the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

P. **Additional disclosures/details:**

- (1) The Developer herein has earlier provided the Land Title Search Report, copies of title deeds and all other documents of title pertaining to 'Total Land' herein and also copies of permit and sanctioned plans issued by the Authorities for construction on Schedule Project Land herein to

the Purchaser/s herein to enable the later to carryout legal due-diligence to satisfy about the title of the Landowners herein and the Developer in and over the Schedule Project land and the authority of the Developer herein to develop the same. Based on the said legal due-diligence and title verification and having satisfied about the title, building plans, designs, specifications, proposed construction, concept, Saleable area etc., of " JAIN PRAMUKH SAMRIDDHI TOWERS" project as well as the suitability of the Apartment for Residential use and the conditions mentioned herein, the Purchaser herein approached and offered to purchase the Schedule 'A' Apartment from the Developer herein. The Purchaser/s has/have further confirmed that Purchaser/s has/have carefully read the conditions of the Agreement and has/have understood his/her/its/their obligations and liabilities and limitations as set forth herein and has/have neither relied upon nor been influenced by any marketing brochures, e-mails, model flat, advertisements, representations of any nature whatsoever whether written or oral. The Purchaser got understood and verified the carpet area, Saleable area of the Schedule 'A' Apartment and his/her/their entitled undivided right, interest in the common areas of the Complex and undivided interest in the Schedule Project Land herein which is arrived as under:-

Residential Apartment No. ___ on ___ Floor, ___ Facing, Block-___, Project Named as
" _____" admeasuring _____ Sq.Ft of Saleable Area.

- (a) Carpet area including internal walls of the Schedule 'A' Apartment is _____ Sq.Ft.
- (b) Exclusive balconies, External wall and Utility area is _____ Sq.Ft.
- (c) Pro-rata undivided right and interest in the common areas which is equivalent to _____ Sq.Ft. (part of saleable area)
- (d) Pro-rata undivided right and interest in the Schedule Project Land which is equivalent to _____ sq.yards and the same shall be transferred and delivered as per the provisions of the RERA and Telangana Rules/Regulations as applicable from time to time.

- (2) Thus the Purchaser got verified and notified that a total saleable area of the Schedule 'A' Apartment is ____ Sq.Ft. The Purchaser herein will acquire ownership, title on Schedule 'A' Apartment area by way of purchase which includes undivided right of use on pro-rata basis in the common areas of the complex. The sale consideration/Sale Price payable under this Agreement is Rs. _____ (Excluding GST) which is in respect of the entire saleable area of the Schedule 'A' Apartment which is more fully delineated in the Floor Plan i.e. Schedule 'B' Plan appended herewith. The said entire sale consideration/Sale Price is deemed to be the sale consideration/Sale price for the carpet area being handed over herein.
- (3) The proportionate undivided share of land to which the Schedule 'A' Apartment is entitled to is now mentioned in the Schedule of this Agreement of Sale. In the event, if in implementation of the provisions of RERA Act and Regulations/Rules made by the State of Telangana if it is required to transfer the entire Schedule project land along with the common areas of the project only in favour of the Association formed among the owners, the Documents to be prepared by the Association formed and the landowners and Developer herein undertakes to execute and register such Deed of Transfer in favour of the Association. If such transfer of proportionate undivided share of land is permitted in favour of Purchaser(s) of Apartment, such extent of proportionate undivided share of land will be mentioned in the ultimate Sale Deed to be executed and registered in favour of the Purchaser(s) herein. On the other hand, if the entire project land along with common areas is to be transferred in favour of the Association, the Purchaser herein and all other purchasers shall bear and pay not only the Stamp Duty and Registration Fee payable in respect of the Schedule Apartment herein but also the proportionate Stamp Duty and Registration Fee payable in respect of such Deed of Transfer to be executed and registered in favour of the Association.
- (4) The original title deeds of the Schedule Project Land are in the custody of the Landowners herein and in terms of Development Agreement -cum- GPA, they shall deliver the original documents to the custody of the Association to be formed by all the owners of the Apartment(s) in "JAIN PRAMUKH SAMRIDDHI TOWERS", simultaneously at the time

when the administration of maintenance of common amenities is handed over to such Association. After completion of the project, all the common areas, infrastructure of the project including administration of maintenance of common areas will be transferred and handed over by the Developer in favour of the Association to be formed among the Apartment owners in the total project as per mutually agreed timelines and under the provisions of statute and Rules governing the same.

- (5) The Developer has offered to sell to the Purchaser and, Purchaser agrees to purchase from the Developer, the Schedule 'A' Apartment (more fully described and shown hatched on the Floor Plan thereof annexed hereto, (hereinafter referred to as "Scheduled 'B' Plan") for a total sale consideration of Rs. _____ and other charges as detailed in Schedule 'C' hereunder on the terms and conditions contained herein being accepted by the parties hereto payable to the Developer.
- Q. The Parties hereby confirm that the "Applicable Law" includes all applicable laws, Real Estate (Regulation and Development) Act, 2016 (16 of 2016), Telangana State Real Estate (Regulation and Development) Rules, 2017 or determination by, or any interpretation or administration having the force of law in the State of Telangana whether in effect as of the date of this Agreement or at any time hereafter. However the Parties herein agree to comply with all the provisions of RERA and state regulations in the implementation of the project and further if required the Purchaser hereby agrees and undertakes to enter in to Supplemental Agreement if any with the Developer as and when required to amend terms of this Agreement in consonance with the RERA and State Rules including any amendments thereof.
- R. 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;
- S. 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;

T. 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 Apartment and the garage/ covered parking (if applicable) as specified in para-N.

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 Apartment as specified in para-N.

1.2. The Total Price/ Total Sale Consideration for the Apartment based on the Saleable area is **Rs.** _____/- (Rupees _____)

_____ only) ("Total Price/ Total Sale Consideration") (Give break up and description):

Block No : _	Square feet in	Amount	Total Price-Excluding GST	
Apartment No : __		In Rs.		
Type : __				
Floor : __				
Carpet area including internal walls Sft				
Balcony areas, Utilities, External				

wall Sft			
Proportionate Common areas Sft			
Saleable Area Sft			
Total Sale Consideration/ sale price in respect of Schedule 'A' Apartment (excluding GST)			
*Stamp Duty, Transfer Duty, Registration Fee, Mutation Fee, and Incidental Charges for registration of Sale Deed shall be separately borne by the Purchaser as per the govt norms applicable at the time of sale deed.			

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment;
- (ii) As of the date of this Agreement, the Total Price above excludes all taxes payable by way of Goods and Services Tax, Stamp Duty, Registration fee, mutation charges shall be paid by the Allottee as per actuals over and above the Total Price.
- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) and (ii) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified in **Schedule - C**. 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;
- (iv) The Total Price of the Apartment includes recovery of the price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, Granite, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, and includes cost for providing all other facilities,

amenities and specifications to be provided as per the agreement within the Apartment and the Project.

- 1.3. 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.
- 1.4. The Allottee shall make the payment as per the payment plan set out in Schedule - C ("Payment Plan").
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor

additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act, on such terms as may be agreed. The Promoter shall not be liable for any manufacturing or other defects of any branded inputs or fixtures or services of any third party mentioned in the schedule/annexure to this agreement, unless it results in structural defect. The Association of Allottees shall take the responsibility for proper safety, maintenance (including continuance of annual maintenance/insurance contracts/agreements) and upkeep of all the fixtures, equipment and machinery provided by the Promoter, for which the Promoter shall not be liable after handing over.

- 1.7. The Promoter shall confirm to the final carpet and Saleable area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area or the Saleable Area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area or the Saleable Area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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 or the Saleable Area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:
- The Allottee shall have exclusive ownership of the Apartment
 - The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the

association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the Apartment and the Project;
- The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee (like club house). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost [either directly or by way of share in the project], ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay

such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority _____ or _____ person.

- 1.11. The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) as the booking amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan [**Schedule - C**] 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 which is payable, he shall be liable to pay interest at the rate prescribed in the rules.

Further, the Purchaser(s) has agreed to pay the balance sale consideration of Rs. _____ [Excluding GST] as mentioned in Schedule - C.

- 1.12. The Purchaser(s) is /are solely responsible for deduction of TDS@1% on each instalment payable to the Developer. And shall also be responsible for submitting the TDS challan and form 16B to the Developer in order to issue receipts in this regards. The deducted TDS amount should be paid to the concerned department on or before due date, the developer shall not responsible for customer TDS Payment to income tax department.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule - C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "JAIN CONSTRUCTION - PRAMUKH SAMRIDDHI RERA" payable at Hyderabad. Provided always that any intimation, reminder by SMS/WhatsApp Message/E-mail to the registered phone number or e-mail address of the Purchaser(s) (as mentioned in Point 'Notices') shall be sufficient written demand of the instalments on the part of Developer.

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, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder 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 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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. 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 apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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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 of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be. The handing over of the Common Areas of the Apartment shall be undertaken at the time of registration of the sale deed and the handing over of the common areas, amenities and infrastructure shall be undertaken in favour the Association of Allottees after the completion of the Project in consultation with the Association of Allottees.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by HMDA/ GHMC and shall not have the 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.

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7. POSSESSION OF THE APARTMENT:

7.1 The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. Date of Handover: The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project will be completed by _____ including an additional grace period of Six (6) months from the date of this Agreement of sale (Subject to the extension of registration, if any, granted to the said Project by the authority), unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity caused by nature or any Court stay or Government order affecting the regular development of the real estate Project or any extension of registration, if any, granted to the said Project by the Authority ("**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 Apartment, 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 Ninety (90) days from that date. The Promoter shall intimate the Allottee about such termination at least thirty (30) days prior to such termination. After refund of the money paid by the Allottee, the 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, fully "indemnified" upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee who has paid all the amounts in full terms of this Agreement to be taken within **two** month from the date of issue of Occupancy Certificate. If the Allottee fails to take delivery within the time specified in the notice referred to in Clause 7.1 above,

he shall be liable for payment of all ongoings including maintenance charges, water and electricity charges, etc. from the date of notice. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. However, the Promoter shall not be liable for any defect or deficiency occasioned on account of any act or omission on the part of the Allottee or any authority or third party on whom the Promoter has no control. The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of Allottees. The Promoter shall hand over the occupancy certificate of the Project, as the case may be, to the Association of Allottees after obtaining the same from the competent authority.

7.3 Failure of Allottee to take Possession of Apartment

Upon receiving a written intimation from the Promoter as per para 7.1, the Allottee shall take possession of the Apartment 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 Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee

After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association formed by the Allottee(s). Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the Occupancy Certificate.

7.5 Cancellation by Allottee

The Allottee shall have the right to cancel/withdraw his allotment in the Project only 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 three (3) months of such cancellation or at the time that the Promoter is able to resell the said Apartment to another Allottee, whichever is later.

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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 8.1; or
- (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act;
- (iii) or for any other reason;

the Promoter shall be liable, on demand to the Allottee, 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 Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within ninety (90) days of it becoming due. Provided that, where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within ninety days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

8.1 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; and the Promoter has 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.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Said Land or Project, except those disclosed in the title report.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment 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 Apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any Agreement for Sale and/or Development Agreement or any other Agreement/ arrangement with any person or party with respect to the Said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

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- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment 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 Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be;
- (x) 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 till the Occupancy Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, 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 except those disclosed in the title report.

8.2 The Allottee/s or himself/ themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter as follows:-

- (i) To maintain the Apartment at the Allottee own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations

or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required;

- (ii) Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach;
- (iii) To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/ or other public authority;
- (iv) Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof (Balcony, Utility, and Sitouts), nor change the common walls or design of the main door of the Apartment, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in

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good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Promoter and/or the Society or the Limited Company;

- (v) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the Said Land and the building in which the Apartment is situated;
- (vii) Pay to the Promoter within fifteen (15) days of demand by the Promoter, his share of security deposit demanded by the concerned local authority or Government for giving water, electricity or any other service connection to the building in which the Apartment is situated;
- (viii) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/ or other public authority, on account of change of user of the Apartment by the Allottee for any purposes other than for the purpose for which it is sold;
- (ix) The Allottee shall observe and perform all the rules and regulations which the Society or the Limited Company or Apex Body or Federation or Association may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time

being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society/ Limited Company/ Apex Body/ Federation/ Association regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement;

- (x) Till a conveyance of the common areas, services and amenities of the building/ Project in which Apartment is situated is executed in favour of Society/ Limited Company/ Association and till all the total built-up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xi) Till a conveyance of the common areas, services and amenities of the building/ Project in which Apartment is situated is executed in favour of Apex Body / federation / Association and till all the total built-up area/units are sold off, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the occurrence of 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 Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities

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and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- ii. Discontinuance of the Promoter's business as a 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 construction milestones and only thereafter the Allottee be required to make the next payment without any 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 apartment, without interest within ninety (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 prescribed in the rules for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within ninety (90) days of it becoming due.

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 two consecutive demands made by the Promoter as per the Payment Plan (Schedule D) 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 prescribed in the Rules;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the

Booking Amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. The amount shall be repaid by the Promoter within a period of ninety days after termination or the date on which the Promoter is able to resell the Apartment to another purchaser, whichever is later.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within three (3) months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the Allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate] However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

11.1. The Promoter shall provide maintenance services in the Project till the taking over of the maintenance of the project by the association of allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the plots/apartments/buildings in their respective occupation. The Allottee further agrees that the Promoter shall be permitted to appoint a Property Management Company ("PMC") for the maintenance period till such time that the management of the Project is handed over to Association of Allottees. The facilities like club house and service connections, like water and sewerage supply, which are common to the entire project of "JAIN PRAMUKH SAMRIDDHI TOWERS", shall be jointly maintained by the Promoter and the Association till the entire project is completed. The club house and its services shall be subject to user charges as may be fixed by the

Promoter and Association of Allottees of the club house or as the case may be the service provider, from time to time.

11.2. All other infrastructural facilities, including the equipment like lift, elevator, mechanical, electrical or electronic equipment, STP, etc., shall always be covered by appropriate annual maintenance agreements and insurance agreements with the authorized service providers and the costs of the same shall be a part of the maintenance charges payable by the occupants. Unless the possession is delivered to the allottee, the Promoter shall be the occupant in respect of any apartment.

12. DEFECT LIABILITY:

12.1. It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter within a period of Five (5) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12.2. Notwithstanding anything contained in the above clause the following exclusions are made:

- (i) Equipment (lifts, generator, motors, STP, WTP, HVAC, Boom Barrier transformers, gym equipment etc.) which carry manufacturer's guarantees for a limited period. Thereafter the welfare association/ society shall take annual maintenance contract with the suppliers. The Promoter shall transfer manufacturer's guarantees/ warranties to the Allottee or association of Allottee as the case may be.
- (ii) Fittings related to plumbing, sanitary, electrical, hardware, etc. having natural wear and tear.

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- (iii) Allowable structural and other deformations including expansion quotient.
- (iv) The terms of work like painting, false ceiling, doors, etc. which are subject to wear and tear.

12.3. The Allottee shall maintain the apartments in good tenable conditions and carry out the internal repairs for the upkeep of the apartments. The association of the Allottee or its assigns shall maintain the services and amenities in good condition and covered with proper AMC and insurance. The obligation of the Developer shall be subject to proper maintenance and upkeep of the apartments/services and amenities by the Allottee or the association of the Allottee as the case may be.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the 'JAIN PRAMUKH SAMRIDDHI TOWERS', shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked

as parking spaces, and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/ her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structures, anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. MORTGAGE OR CREATE A CHARGE:

Notwithstanding any other term of this Agreement, the Allottee hereby authorizes and permits the Promoter to raise finance/loan from any institution/ company/ bank by any mode or manner by way of charge/ mortgage/securitization of the Apartment / Project / Building or the land underneath or the receivables, subject to the condition that the Apartment shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee. The Allottee(s) shall be informed about the same at the time of agreement.

19. FORMATION OF ASSOCIATION OF ALLOTTEE AND CONSENT OF ALLOTTEE:

The Promoter shall take the following steps to enable formation of an Association of Allottee under Section 11(4) (e) of the Act:-

- (i) with respect to a real estate Project, the Promoter shall submit an application to the Registrar for registration of the Association of Allottee as a society under the Telangana Societies Registration Act, 2001 (as applicable to the state of Telangana), within two months from the date on which the occupation certificate in respect of such Project is issued and a minimum of sixty per cent of the total Allottee in such a Project have taken possession and the Promoter

has received the full consideration from such Allottee. All the Allottee on payment of full consideration shall become members of such Association of Allottee formed by the Promoter.

- (ii) If the Promoter fails to form the Association of Allottee, the Authority shall by an order direct the Promoter to apply for formation of such Association or may authorize the Allottee to apply for formation of the said Association.
- (iii) Notwithstanding any other rule, after conveying the title to the Association of Allottee under Section 17 of the Act, the Promoter shall continue to have the rights and entitlement to advertise, market, book, sell or offer to sell or allot to person to purchase any apartment or building or plot which is still not sold or allotted and shall be deemed to have been allowed to do so by the Association of Allottee without any restriction or entry of the building and development of common areas.
- (iv) The Promoter shall handover / transfer as per the rules applicable, the Amenities Block ___ with an area of 60,956 sft. built - up area constructed as approved by HMDA to the Association of allottees in accordance with Section 11(4)(a) and (f) of the Act, 2016.

20. 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 thirty (30) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar Shamshabad - Ranga Reddy as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within thirty (30) 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 thirty (30) 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.

21. ENTIRE

AGREEMENT:

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

22. RIGHT TO AMEND:

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/
SUBSEQUENT ALLOTTEE:**

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**Schedule - C**] 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 Allottee.
- 24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right

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Partner

thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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.

26. 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 in Project, the same shall be the proportion which the carpet area or saleable area of the Apartment bears to the total carpet area or saleable area of all the Apartments in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, in and after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Shamshabad, Ranga Reddy District, Under GHMC/HMDA Limits, if required at the cost

of Purchaser(s). Hence this Agreement shall be deemed to have been executed at Hyderabad.

29. 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/through E-Mail at their respective addresses/e-mail id's specified below:

Name and Address of the ALLOTTEE:

Mr. _____

R/o. _____ Hyderabad,
Ranga Reddy, Telangana, India - _____.

E-Mail ID:

Name and Address of the DEVELOPER/ PROMOTER: -

M/s. JAIN CONSTRUCTION

Mr. ANKUR AGARWAL

Registered Office at Sy. No. 36/Part, Satamrai village, Shamshabad Mandal, Ranga Reddy District, Telangana, India - 501 218.

E-Mail ID: ankur@samriddhitowers.in | crm@samriddhitowers.in

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

30. JOINT ALLOTTEE:

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

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31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. 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.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Hyderabad in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

A. LAND OWNERS

- 1. For SRI GHANSHYAM B PATEL

.....
PRAVEEN KUMAR JAIN
Authorised Signatory of GPA Holder M/s.
Jain Construction

.....
SURESH JAIN
Authorised Signatory of GPA Holder M/s.
Jain Construction

For Jain Construction


Partner

2. For SMT. DHARMISHTA G PATEL

.....

PRAVEEN KUMAR JAIN

Authorised Signatory of GPA Holder M/s.
Jain Construction

.....

SURESH JAIN

Authorised Signatory of GPA Holder M/s.
Jain Construction

3. For SRI AMIT KUMAR PATEL

.....

PRAVEEN KUMAR JAIN

Authorised Signatory of GPA Holder M/s.
Jain Construction

.....

SURESH JAIN

Authorised Signatory of GPA Holder M/s.
Jain Construction

4. For SRI AKSHAY G PATEL

.....

PRAVEEN KUMAR JAIN

Authorised Signatory of GPA Holder M/s.
Jain Construction

.....

SURESH JAIN

Authorised Signatory of GPA Holder M/s.
Jain Construction

For Jain Construction



Partner

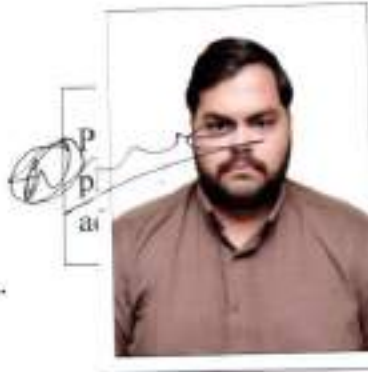
B. DEVELOPER

1. FOR JAIN CONSTRUCTION



.....
PRAVEEN KUMAR JAIN
Authorised Signatory

.....
SURESH JAIN
Authorised Signatory



.....
**ANKUR
AGARWAL**
Authorised
Signatory

.....
ANUJ JAIN
Authorised
Signatory

C. ALLOTTE

.....
Name:-

WITNESSES:

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SCHEDULED PROJECT LAND-A

All that contiguous Open land total admeasuring Ac.3-05-5 gts (15185.50 Sq. yards), in Sy No.36/Part being a compact block of open land, situated at Satamrai Village, Shamshabad Mandal, Ranga Reddy District, and bounded by:

- East : NH 44 (Old NH-7) Hyderabad to Bangalore
West : Road and land in Sy. No. 656 of Shamshabad Village
North : Neighbour's Land in Gaganpahad Village
South : Land in Sy No. 36 belonging to M/s Ratapriya's Projects LLP

SCHEDULED PROJECT LAND-B

All that contiguous Open land total admeasuring Ac.2-14-45 gts. (11428.45 Sq. yards), in Sy No.36/Part situated at Satamrai Village, Shamshabad Mandal, Ranga Reddy District, and bounded by:

- East : NH 44 (Old NH-7) Hyderabad to Bangalore
West : Land in Sy. No. 656 of Shamshabad Village
North : Part of the Land in Sy. No. 36 covered under document No. 4943 of
2017
South : Part of the Land in Sy. No. 36 covered under document No. 5182 of
2017

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SCHEDULE - A

All that the Residential **Apartment No.** ___ on ___ **Floor**, ___ facing, _____, admeasuring _____ **Sq.Ft.** of saleable area which comprises of ___ **Sq.Ft.** of carpet area including internal walls, exclusive Balcony, Utilities, External wall areas admeasuring ___ **Sq.Ft.** and Proportionate common area admeasuring ___ **Sq. Ft** along with allotment of ___ car parking/s Space in Podium-1) with the Proportionate Undivided share ___ **sq.yards**, in the multi-storied Residential Complex known as " _____ " being constructed on the Schedule Project land and the Apartment is bounded by:

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

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SCHEDULE - B

(FLOOR PLAN OF THE APARTMENT NO. __, __ FLOOR, __-Block)

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SCHEDULE 'C'
(PAYMENT PLAN)

The total sale consideration for sale of Schedule 'A' Apartment is _____ [Excluding GST].

The Purchaser/s has already paid to the Developer herein of Rs. _____, [Excluding GST] being advance / earnest amount and the Developer herein admits and acknowledges the receipt of the same.

The Balance amount Rs. _____ [Excluding GST] shall be payable as per the below Schedule.

S.No	Payment Schedule on completion of following work	Instalment Amount-Excluding GST
1	On Foundation	
2	On Cellar Slab	
3	On 1st Podium Slab	
4	On 2nd Podium Slab	
5	On 3rd Podium Slab	
6	On 1st Floor Slab	
7	On 3rd Floor Slab	
8	On 6th Floor Slab	
9	On 8 th Floor Slab	
10	On 10th Floor Slab	
11	On 13th Floor Slab	
12	On 15th Floor Slab	
13	On 18th Floor Slab	
14	On flooring of the Flat	
15	On Completion of Flat	

Apart from the above total sale consideration, the Purchaser/s shall also be liable to pay the following amounts on the following heads at the time of execution and registration of sale deed.

OTHER APPLICABLE CHARGES		Basic Amount	GST	Total
1	Corpus Fund			
2	Advance Maintenance Charges For the First 6 Months (For 6 months @4/- per Sq.Ft of Saleable area per month)			
3	Refundable security deposit at the time of registration or handing over whichever is earlier			
4	Non Refundable security deposit at the time of registration or handing over whichever is earlier			
5	Advance Prepaid Electricity Meter Charges.			
6	GAS Pipeline Charges			
7	AC Conducting Charges			
8	Legal Document Charges			
CORPUS FUND + ADVANCE MAINTENANCE CHARGES, ETC all above payable at least 15 days ahead of Registration or Handing over whichever is earlier.				

Registration charges - Stamp duty, Transfer Duty, registration fee and incidental charges etc. For registration of this Agreement of Sale and ultimate Sale Deed as per applicable laws in force shall be separately payable by PURCHASER/S.

Applicable Taxes:

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- A) GST @ 5% (Subject to change as per the rules/laws from time to time and payable along with each instalment as mentioned in payment schedule) on total sale consideration.
- B) GST @18% (Subject to change as per the rules/laws from time to time)

The Sale consideration is Inclusive of GST benefit, No further Input Tax Credit will be provided.

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SCHEDULE - D

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
APARTMENT)

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SCHEDULE - E

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)