

Date:16/01/2019-2

ANNEXURE

(See Rule 38)

Agreement of sale

This Agreement for Sale is made and executed at Hyderabad on this ____day of _____(Month), 201__.

BETWEEN

JANAPRIYA PROJECTS, a partnership firm registered under the provisions of the Indian Partnership Act, 1932, having its registered office at 8-2-120/86 and 8-2-120/86/1, Plot No. 11 & 12, Keerthi & Pride Towers, New Road No.2, Banjara hills, Hyderabad, Represented by its Managing Partner, **Janapriya Engineers Syndicate Private Limited, (JESPL)** and its Authorized Signatory **K. RAVINDER REDDY**, son of K.Purushottam Reddy, aged about 63 years, Occupation: Business, R/o House No. 8-2-358 (old) and 8-2-293/82/F/A/35/B (New), Film Nagar, Hyderabad, in terms of the powers granted under resolution dated 18th July, 2008, hereinafter referred to as the "**BARROWER/ OBLIGOR**" which expression shall include all its partners, successors-in-interest, nominees and assignees) of the **FIRST PART**;

[Handwritten Signature]



For M/S JANAPRIYA PROJECTS

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Purchaser/s

AND

Name
ADDRESS

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/its legal heirs, executors, successors, representatives, administrators, and assignees) of the OTHER PART)

The **PROMOTER** and **ALLOTTEE** shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

ARTICLE-1 DEFINITIONS

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

- 1.1 **"Act"** means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and includes Telangana Real Estates (Regulation and Development) Rules, 2017 wherever the context so requires;
- 1.2 **"Agreement"** shall mean this agreement to sell an apartment, including the schedules hereto, as may be amended from time to time;
- 1.3 **"ALLOTTEE"** in relation to **SITARA- A1**, means the **ALLOTTEE/s** to whom the apartment has been allotted and agreed to be sold and includes the person who subsequently acquires the said allotment through sale, transfer in the Project;
- 1.4 **"Applicable Law"** means all laws, statutes, regulations, codes, bye-laws, ordinances, treaties, judgments, decrees, directives, rules, guidelines, orders, policies and other requirements of any statutory Authority having jurisdiction over the Schedule Property which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- 1.5 **"Association or Association of ALLOTTEE/s or Owners Association"** shall all mean the same, being the Association of **ALLOTTEE/s** Owners in **SITARA- A1** to be formed by the **ALLOTTEE/s** Owners, in respect of the Project in accordance with law;
- 1.6 **"Appropriate Government"** means the Government of Telangana;
- 1.7 **"Booking Amount"** the advance amount paid prior to execution of the Agreement of Sale and which is equivalent to 10% of the total price of the Apartment.
- 1.8 **"Completion Date"** shall mean _____ or such extended time as may be permitted by law, before which the **PROMOTER** would have completed the construction and secured the Occupancy Certificate;
- 1.9 **"Carpet Area"** shall mean the net useable floor area of the apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment;
- 1.10 **"Commencement Certificate"** shall mean the license and building plan sanctioned by the Greater Hyderabad Municipal Corporation for construction of the apartment on the Schedule Property and the Commencement Certificate issued by Greater Hyderabad Municipal Corporation or any other competent authority Vide _____ dated _____ respectively;

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- 1.11 **"Common Areas and Common Amenities and Facilities of the Project"** shall mean the entire Schedule Property and all other areas as defined in Section 2 (n) of the Act and the common amenities and facilities being provided in the Project, to this agreement;
- 1.12 **"Date of Booking"** means the date as reflected under the Booking Form.
- 1.13 **"Development"** means the development of the Schedule A Property taken up by the Promoter in Phases and consisting of 10 blocks of Apartment buildings as per the sanctions obtained from GHMC.
- 1.14 **"Force Majeure"** shall mean the occurrence of one or more of the following events:-war, flood, drought, fire, cyclone, earthquake, Any other calamity caused by nature or any other reason due which the construction work in the Project is affected.
- 1.15 **"Interest"** means the rate of interest payable by the **ALLOTTEE/s** and or the **PROMOTER** , as the case may be in terms of this Agreement which is to be calculated at prevailing interest rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2%.
- 1.16 **"Loan Eligibility"** means the eligibility of the **ALLOTTEE** to obtain the Housing Loan from the financial institutions or Scheduled Banks.
- 1.17 **"Owners"** shall mean any owner or owners of apartments in the Project;
- 1.18 **"Project"** means the Block namely A-1 being constructed on the Schedule A Property and registered under the Act before the Telangana Real Estate Regulatory Authority as project namely **"SITARA at JANAPRIYA LAKE FRONT"**.
- 1.19 **"Project Account"** shall mean the account opened in IDBI Bank, Jubileehills Branch standing in the name of the **PROMOTER** ;
- 1.20 **"Payment Due Date"** means the date which is intimated to the **ALLOTTEE** in the demand letter for payment of amount as per the Schedule of payment in Schedule "C".
- 1.21 **"Rules"** means The Telangana Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- 1.22 **"Regulations"** means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- 1.23 **"Section"** means a Section of the Act.
- 1.24 **"Sale Deed"** shall mean the Deed of Sale to be executed by the **PROMOTER**, for legally conveying the absolute right, title and interest in the Schedule Property on the terms and conditions contained therein under the Scheme;
- 1.25 **"Schedule "A" Property"** shall mean the part of lands in Sy.No.663, admeasuring 2 Acre 38.4 Gunta, land in Sy.No.667 admeasuring 1 Acre 24 Gunta, land in Sy.No.668 admeasuring 1 Acre 32 Guntas, and land in Sy.No.671 admeasuring 6 Acres 15 Guntas, situated at Kaapra Village, Keesara Mandal, Ranga Reddy District, Telangana State, which are adjoining lands forming one contiguous portion of land, in all measuring about 51536 square meters or 554733 square feet or 12 Acres 29.4 Guntas, on which the development of the Project is being undertaken by the Promoter.
- 1.26 **"Schedule "B"** shall mean the apartment, together with the attached car parking space and share in the common areas and the proportionate undivided share which is to be transferred to the Association of **ALLOTTEE/s**, in the Project that is being developed by the **PROMOTER**

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on the Schedule Property.

- 1.27 **"Schedule "C"** shall mean the floor plan of the apartment agreed to be sold to the **ALLOTTEE/s**;
- 1.28 **"Schedule "D"** is the Payment plan by the **ALLOTTEE** according to which the **ALLOTTEE/s** shall make the payment towards the purchase of Schedule B Property;
- 1.29 **"Statutory Payments"** shall mean statutory charges including Goods and Service Tax ("GST") as applicable from time to time, which will be payable by the **ALLOTTEE/s** in addition to the Sale Consideration, Cost of Construction and Other Cost Charges and Expenses, under this Agreement;
- 1.30 **"Super Built Up Area"** of any residential Apartment shall mean the aggregate of the Carpet Area of the residential Apartment and (ii) thickness of the external walls (iii) balconies and terraces and a proportionate share of the Common Areas and such of the Common Area used for housing the Common Amenities and Facilities in the Project; and
- 1.31 **"Total Price"** means the price of the apartment on the saleable area of the Apartment and as agreed between the Parties.
- 1.32 **"Sanctioned Amount"** means housing loan sanctioned by the Banks in the name of the **ALLOTTEE** for purchase of Apartment in the Project.
- 1.33 **"Statement of Account"** means the Statement showing the Basic Price of Unit, Cost for Amenities, Cost of Car parking, Cost for Utilities Amount due as on date, Taxes Payable, Any other charges specific to the Unit, Total Amount Due, Receipts of payments made, Delay Payment Charges, Amount payable by the **PROMOTER** or **ALLOTTEE** under any offer extended, Payment Schedule as per Milestones.

ARTICLE-2 TITLE FLOW

- 2.1 The land admeasuring **Acres 88-22 Guntas**, in Survey Nos. 661, 662, 663, 671, 684, 668 and 690 to 697 of Kapra Village, Keesara Mandal, Ranga Reddy District, (the "larger extent") belonged to Adappa Narayana and Adappa Hanmiah (prior to the year 1954) and Allam Mallaiah was recorded as the occupant. Allam Isthari and Allam Agaiah alias Allam Agamaiah all, sons of Allam Mallaiah were declared as protected tenants to the larger extent of lands in the aforesaid survey numbers.
- 2.2 Revenue divisional officer issued 38-e certificate (the ownership certificate) on December 1, 1960 vide proceeding No.A1/5060 /1960 in favour of the protected tenants, under the provisions of the Andhra Pradesh (Telangana area) tenancy and agricultural lands act, 1950, conferring upon them, absolute title and ownership over the land.
- 2.3 The protected tenants, Allam Isthari and Allam Agaiah alias Allam Agamaiah together with their other two brothers Allam Sathaiah, and Allam Adivaiah alienated a portion of the land jointly and thereafter, divided the remaining portion of the land amongst themselves under an oral partition whereby, (a) Allam Isthari was allotted land admeasuring Acres 17-36 Guntas and Allam Adivaiah was allotted land admeasuring Acres 16-04 Guntas, Allam Agamaiah and Allam Sathaiah together shared an extent of land admeasuring Acres 43-33Guntas. The names of all the four brothers have been thereafter, mutated in the revenue records to the extent of their respective shares.



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- 2.4 Pursuant to the death of Allam Isathari, his share of the land admeasuring Acres 17-36 Guntas devolved upon his legal heirs namely (i) Allam Krishna (son) (ii) Allam Maisamma(daughter) (iii) Bharatamma (daughter), (iv) Shoba (daughter) and (v) Kamma (daughter). Bharatamma, Shoba and Kamma, having received their shares at the time of their marriages, have confirmed that they have no claims and no objections over the extent of land admeasuring Acres.17-36 Guntas.
- 2.5 Thereafter, Allam Krishna and Allam Maisamma effected partition between themselves registered as document no. 6003 of 2003, dividing the land admeasuring Acres 17-36 Guntas forming part of survey nos.662, 663, 671, 668, 690 to 697 of Kapra Village, Keesara Mandal, Ranga Reddy district, such that Allam Krishna acquired Acres 9-24 Guntas and Allam Maisamma acquired Acres 8-12 Guntas.
- 2.6 Allam Krishna has thus acquired an extent of Acres 9-24 Guntas forming part of survey nos.662, 663, 671, 668, 690 to 697 of Kapra Village, Keesara Mandal, Ranga Reddy district and (ii) Allam Maisamma has thus acquired Acres 8-12 Guntas forming part of survey nos.662, 663, 671, 668, 690 to 697 of Kapra Village, Keesara Mandal, Ranga Reddy District.
- 2.7 Allam Krishna executed a sale deed on October 28, 2003, in favour of B. Sujatha Devi conveying land admeasuring Acres 4-12 Guntas (comprising of Acres 2-20 in survey no.671 and Acres 1-32 Guntas in survey no.668) of Kapra Village, Keesara Mandal, Ranga Reddy District. This sale deed has been registered as document no.6376 of 2003 in the office of Sub-Registrar Malkajgiri.
- 2.8 Thereafter, Allam Adivaiah along with his sons Allam Ilaiah, Allam Nageshwar Rao and Allam Krishna executed sale deed on October 28, 2003 in favour of B. Lakshmi conveying land admeasuring Acres 3-35 Guntas in survey no.671 of Kapra Village, Keesara Mandal, Ranga Reddy District. This sale deed has been registered as document no.6377 of 2003, in the office of Sub-Registrar Malkajgiri. Thereafter, Allam Krishna, Allam Maisamma, Bharatamma, Shoba and Kamma in favour of B. Lakshmi executed ratification deed on July 18, 2008 for unconditionally waiving their rights, title and interest in and to the property conveyed to her (under the above sale deed no. 6377 of 2003) which is registered as document no. 2003 of 2008.
- 2.9 Maisamma executed sale deed on May 22, 2007 in favour of M. Sarojini Devi conveying land admeasuring Acres 3-22 Guntas in survey no.662 of Kapra Village, Keesara Mandal, Ranga Reddy district. This sale deed has been registered as document no.3719 of 2007, in the office of sub-registrar Malkajgiri.
- 2.10 Thereafter, Allam Agamaiah, and his sons namely, Allam Pochaiah, Allam Vittalaiah, Allam Mallesh, Allam Susheela (wife of the predeceased son Allam Vaikuntam), Allam Venkatesh and Allam Jangamaiah, along with the heirs of Allam Sattaiah namely, Allam Anjamma, Allam Buchaiah, Allam Ramulu and Allam Laxmaiah executed sale deed on August 29, 2003 in favour of A. Gopal Reddy and m. Sarojini Devi conveying land admeasuring Acres 2-00 Guntas in survey no.662 of Kapra Village, Keesara Mandal, Ranga Reddy District, Registered as document no.6800 of 2007 in the office of Sub-Registrar Malkajgiri.
- 2.11 Allam Adivaiah, Allam Ilaiah, Allam Nageshwar Rao and Allam Krishna executed sale deed on September 27, 2007 in favour of S. Gopal Reddy conveying land admeasuring Acres 3-22 Guntas in survey no.662 of Kapra Village, Keesara Mandal, Ranga Reddy District. This sale deed is registered as document no.6802 of 2007, in the office of Sub-Registrar Malkajgiri. Thereafter, Allam Krishna, Allam Maisamma, Bharatamma, Shoba and Kamma in favour of A. Gopal Reddy executed ratification deed on July 18, 2008 for unconditionally waiving their rights, title and interest in and to the property conveyed to him (under the above sale deed no. 6802 of 2007) which is registered as document no. 2003 of 2008.

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- 2.12 Allam Agamaiah, Allam Pochaiah, Allam Vittalaiah, Allam Mallesh, Allam Susheela, Allam Venkatesh, Allam Jangamaiah, Allam Anjamma, Allam Buchaiah, Allam Ramulu and Allam Laxmaiah executed sale deed on September 27, 2007 in favour of K. Priyamvada Reddy conveying land admeasuring Acres 4-22 Guntas in survey no. 662 of Kapra Village, Keesara Mandal, Ranga Reddy District, which is registered as document no.6801 of 2007, in the office of Sub-Registrar Malkajgiri.
- 2.13 Subsequent to the death of Mangali Pentaiah the original pattedar, his son Mangali Mukundu executed a sale deed on October 28, 2003 in favour of B. Lakshmi, N. Nanda Nandan Reddy and K. Ujjwal Reddy conveying land admeasuring Acres 1-24 Guntas in survey no.667 of Kapra Village, Keesara Mandal, Ranga Reddy District, which is registered as document no.6378, in the office of Sub-Registrar Malkajgiri.
- 2.14 Allam Advaiah, Allam Ilaiah, Allam Nageshwar Rao and Allam Krishna executed sale deed on September 27, 2007 in favour of N. Nanda Nandan Reddy conveying land admeasuring Acres 4-20 Guntas in survey no.663 of Kapra Village, Keesara Mandal, Ranga Reddy District. This sale deed has been registered as document no.6803 of 2007 in the office of Sub-Registrar Malkajgiri. Thereafter, Allam Krishna, Allam Maisamma, Bharatamma, Shoba and Kalamma in favour of N. Nanda Nandan Reddy executed ratification deed on July 18, 2008 by unconditionally waiving their rights, title and interest in and to the property conveyed to him (under the above sale deed no. 6803 of 2007) which is registered as document no. 2003 of 2008.
- 2.15 Maisamma executed sale deed on September 27, 2007 in favour of K. Ujjwal Reddy conveying land admeasuring Acres 4-20 in survey no.663, of Kapra Village, Keesara Mandal, Ranga Reddy District, which is registered as document no.6804 of 2007, in the office of Sub-Registrar Malkajgiri.
- 2.16 Sujatha Devi, B. Lakshmi, Sarojini Devi, Gopal Reddy, Priyamvada Reddy, Nanda Nandan Reddy and K. Ujjwal Reddy having thus acquired land admeasuring Acres 32-17 Guntas under various sale deeds as aforementioned in survey nos.662, 663, 667, 668 and 671 of Kapra Village, Keesara Mandal, Ranga Reddy District ("project area") have envisioned joint development of the property. Janapriya Engineers Syndicate Private Limited (JESPL) who is into the business of property development offered to develop a multi storied residential apartment under a group housing scheme on the project land. In pursuance thereof, the land owners and JESPL have entered into a partnership on 23.06.2008 and constituted a partnership firm namely "Janapriya Projects" which is registered with the registrar of firms, Hyderabad.
- 2.17 The **PROMOTER** out of the project area as stipulated under clause 1.21 has earmarked an extent of 51536 square meters or 554733 square feet or 12 Acres 29.4 Guntas in the following survey numbers for the construction of Block A 1 and the project namely "SITARA at JANAPRIYA LAKE FRONT".:
- Sy.no. 663 admeasuring 2 acre 38.4 Gunta situated at Kaapra Village, Keesara Mandal, Ranga Reddy district, Telangana state.
 - Sy.no.667, measuring 1 acre 24 Gunta situated at Kaapra Village, Keesara Mandal, Ranga Reddy district, Telangana state.
 - Sy.no.668, admeasuring 1 acre 32 Gunta situated at Kaapra Village, Keesara Mandal, Ranga Reddy district, Telangana state.
 - Sy.no.671 admeasuring 6 acre 15 Gunta situated at Kaapra Village, Keesara Mandal, Ranga Reddy district, Telangana state.



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Which lands are adjoining and forming one contiguous portion of land, which is more fully described in the schedule a hereto and hereinafter referred to as the '**SCHEDULE A PROPERTY/PROJECT LAND**', which was earlier owned by Smt. B Lakshmi, Sri. N Nanda Nandan Reddy, Sri. K Ujjwal Reddy and Smt. B Sujatha Devi ("owners") also being the partners of the **PROMOTER** firm. The owners of the SCHEDULE A PROPERTY have brought the SCHEDULE A PROPERTY as their capital into the **PROMOTER** firm, thus transferring the land to the firm.

- 2.18 The **PROMOTER** has formulated a scheme for development of the schedule a property by constructing a residential apartment complex consisting of 10 blocks namely – A1, A2, A3, A4, B, C1, C2, D, E & EWS- Block.
- 2.19 The said land is earmarked for the purpose of residential use project/multistoried apartment buildings and the said project shall be known as "**SITARA AT JANAPRIYA LAKE FRONT**" which is proposed to be developed in phases.

ARTICLE-3 PROJECT LAND PERMISSIONS

- 3.1 In furtherance of the above the building plan sanction for the apartment complex consisting of 10 blocks was obtained by the PROMOTER vide building permit No. 16/3, dated:12/01/2010 from GHMC. After having obtained the building permit sanction the PROMOTER has already completed construction of Blocks C2 & E. Subsequently the PROMOTER revised the building permit vide revised Permit bearing No. 53289/HO/EZ/Cir-1/2016, dated 18/07/2017 issued by GHMC in respect of Block A-1 & Block D.
- 3.2 The PROMOTER after the revision as afore stated applied for further revision of the building permit which has been accorded with building permit vide revised Permit bearing No. 53506/HO/EZ/Cir-1/2016, dated 20-08-2018 in respect of the remaining blocks being Block A2, A3, A4, B, C1 along with EWS/LIG block.. The remaining 8 blocks that are yet to be developed have been named as follows:

BLOCK/TOWER	NAME
A1	SITARA
A2	SITARA
A3	SITARA
A4	SITARA
B	SITARA
C1	LAKE FRONT
D	LAKE FRONT
EWS/LIG	LAKE FRONT

- 3.3 Amongst the aforesaid blocks, the PROMOTER is presently developing blocks A1, A3, A4 & B, under the Project Name "**SITARA at JANAPRIYA LAKE FRONT**" which the PROMOTER is entitled to construct under the revised building permits bearing Nos. 53289/HO/EZ/Cir-1/2016, dated 18/07/2017 & 53506/HO/EZ/Cir-1/2016, dated 20-08-2018, issued by GHMC.
- 3.4 The PROMOTER has now proposed to develop each of the aforesaid blocks as separate Projects and accordingly has obtained registration for the Projects under the Act.

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- 3.5 Accordingly, Block A 1 has been registered as Project namely, "SITARA at JANAPRIYA LAKE FRONT" with the Telangana Real Estate Regulatory Authority at Hyderabad vide Registration Number: _____ dated _____
- 3.6 The Project consists of 2 Cellars and 10 Floors having 277 residential flats. The common areas and amenities shall be common for the entire Development consisting of 10 Blocks and accordingly the Undivided share shall be calculated proportionately considering the entire land.
- 3.7 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 the Project is to be constructed have been completed;
- 3.8 The ALLOTTE agrees that the PROMOTER has handed over all the requested documents with full transparency for purposes of verifying the absolute title and ownership of the Owner over the Schedule A Property and Development rights of the PROMOTER to develop the Schedule A Property. The ALLOTTE also agrees that he/they has/have taken all necessary legal and other necessary technical support by the external professionals to verify the legal title and technical specifications of the Project prior executing the Agreement.
- 3.9 The PROMOTER has obtained the final sanctioned building plan, specifications and approvals for the Project and also for the apartment building, from GHMC, Hyderabad. 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, other laws as applicable and as agreed under this Agreement;

ARTICLE-4 TERMS

- 4.1 The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- 4.2 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;
- 4.3 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;
- 4.4 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 having verified the title and satisfied himself/herself/themselves/itself about their right and ownership and the authority of PROMOTER to develop the property, has/have applied for an apartment in the Project namely "SITARA at JANAPRIYA LAKE FRONT" and has been allotted Apartment No. ____ in ____ Floor, _____ type, A1 Block, having Carpet Area of ____ square feet, exclusive balconies and service area of ____ square feet and proportionate common area of ____ square feet, totally having a saleable area of ____ square feet along with car parking space in the _____ floor admeasuring about _____, all of which includes the pro rata share in the common area ("Common Areas") as defined under clause (n) of Section 2 of the Act, (hereinafter referred to as the "Apartment" more particularly described in Schedule B and the floor plan of the apartment is annexed hereto and marked as Schedule C;

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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:

- 4.5 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 ____, which is morefully described in the Schedule 'B' hereunder and hereinafter referred to as "SCHEDULE B PROPERTY".
- 4.6 The Total Price for the Apartment based on the saleable area is Rs. _____/- (Rupees _____ Only) ("Total Price") and following is the breakup:

Description of Cost	Amount - Rs
Cost of Apartment	
Cost of covered car/scooter parking	
Cost of exclusive Balcony area	
Cost of Proportionate common area	
Cost of Amenities	
Cost of preferential location	
Maintenance charges	
Corpus fund	
GST	
Total price (in rupees)	

Explanation:

- 4.7 The Total Price above includes the booking amount paid by the ALLOTTEE to the PROMOTER towards the Flat/Apartment
- 4.8 The Total Price above includes Taxes (consisting of tax paid or payable by the PROMOTER by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the PROMOTER, by whatever name called) up to the date of handing over the possession of the apartment to the ALLOTTEE and the project to the Association of ALLOTTEES or the competent authority, as the case may be, after obtaining the completion certificate: 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: Provided further that if there is any increase in the taxes 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 provided that Stamp duty, Registration fee, mutation charges shall be paid by the ALLOTTEE as per actual over and above the total price.
- 4.9 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 therein. 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;

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- 4.10 The Total Price of [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, granite, tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 10 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.
- 4.11 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 like GHMC, HMDA, HMWS&SB, TSTRANSCO, TSPCB, Environmental Authority, GST, and any other Development related or Tax related 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.
- 4.12 The ALLOTTEE/S shall make the payment as per the payment plan as set out hereunder and shall be as per Schedule C.
- 4.13 It is agreed that the PROMOTER shall not make any additions and alterations in the sanctioned plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'E' in respect of the Apartment 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.
- 4.14 The PROMOTER shall confirm to the final built up area 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 built up area or the Saleable Area. The total price payable for the built up or saleable area shall be recalculated upon confirmation by the PROMOTER. If there is reduction in the built up 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 built up area or the Saleable Area, which is not more than three percent of the built up area of the apartment, allotted to ALLOTTEE, the PROMOTERS 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 4.4 of this Agreement.

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- 4.15 Subject to para the ALLOTTEE agrees and acknowledges, the ALLOTTEE shall have the right to the Apartment/Apartment Schedule B Property as mentioned below subject the ALLOTTEE making the payments as per schedule and on payment of total sale consideration.
- 4.16 The ALLOTTEE shall have exclusive ownership of the schedule Apartment.
- 4.17 The ALLOTTEE shall also have undivided proportionate share in the Common Areas. Since the share 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.
- 4.18 That the computation of the price of the Apartment 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 from the Transformers, lift, water line and plumbing, finishing with paint, , tiles, doors, windows, fire detection and firefighting equipment (as per law) in the common areas, maintenance charges as per para 10 etc. and includes cost for providing all other facilities, amenities and specifications to be provided as per the agreement within the [Apartment];
- 4.19 The ALLOTTEE has the right to visit the project site on prior intimation to the PROMOTER to assess the extent of development of the project and their Apartment as the case may be. However, the ALLOTTEE has to give an advance notice of 15 days to the PROMOTER to organize and facilitate the visit. The ALLOTTEE shall be forbidden to visit the site or the Apartment without assistance from the PROMOTERs Representative and or wearing a proper safety gear. Children less than 14 years shall not be allowed in the construction site. The PROMOTER shall not be held responsible for the safety of the ALLOTTEE and the Parties visiting along with them.
- 4.20 It is made clear by the PROMOTER and the ALLOTTEE agrees that the Apartment, viz., Schedule B Property along with parking space 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 in the overall Development for the benefit of the ALLOTTEE.
- 4.21 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 there for by such authority or person.
- 4.22 Provided that if the ALLOTTEE delays in payment towards any amount which is payable, he/she/they/it shall be liable to pay interest at the rate prescribed in the Rules. The ALLOTTEE shall further pay the payments as per the Payment of Schedule and the ALLOTTEE and PROMOTER shall follow the following:

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- 4.23 The **PROMOTER** shall raise a demand note for payments to the ALLOTTEE as per the Payment Schedule mentioned in the agreement.
- 4.24 The **ALLOTTEE** is solely responsible to pay the payments as raised under the demand note within the stipulated "Payment Due Date" from the date of the raising the demand note.
- 4.25 The **PROMOTER** shall share list of all financial institutions that have approved the Project and the list of financial institutions that have given Loans to the Project from time to time.
- 4.26 The ALLOTTEE is solely responsible for arranging the Home Loan from a financial institution to his/ her liking for the terms of the loan after verifying his "LOAN ELIGIBILITY".
- 4.27 Loan Eligibility Amount of the ALLOTTEE shall be equal or more than the 90% value of the "Total Price".
- 4.28 The ALLOTTEE shall pay all the dues arising, if any, to the **PROMOTER** over and above the "Booking Amount" within "Payment Due Date" from signing of this Agreement.
- 4.29 Upon receipt of the approval from the financial institutions, the **ALLOTTEE** shall share the copy of the Approval and the Sanction Letter to the **PROMOTER**.
- 4.30 The difference of amount arising, if any, from the Loan Eligibility Amount & Sanctioned amount shall be paid within 10 days after signing this agreement.
- 4.31 Interest as per the Rules shall be calculated and charged to the **ALLOTTEE** from the "Date of Booking", upon non-payment of Amount due from the "Payment Due Date".
- 4.32 The **PROMOTER** shall only assist the **ALLOTTEE** in securing a Home Loan but is not responsible for the Loan Eligibility, Interest Rate, time needed to close the Loan etc., The **ALLOTTEE** understands that the **PROMOTER** shall only help by the way of assisting him/her by using its good offices and shall not be held responsible in any way for Payments to be made under this agreement. Failure to obtain loan by the **ALLOTTEE** shall not be a ground for non-payment of amounts stipulated under this agreement.
- 4.33 The ALLOTTEE understands that delay arising from Payments to **PROMOTER**, may result delay the completion of Construction of the Schedule B property.

ARTICLE-5 MODE OF PAYMENT

- 5.1 Subject to the terms of the Agreement and the **PROMOTER** abiding by the construction milestones, the **ALLOTTEE** shall make all payments, on specified dates mentioned above [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ' _____ ' payable at _____.

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ARTICLE-6

COMPLIANCE OF LAWS RELATING TO REMITTANCES

- 6.1 The **ALLOTTEE**, if resides 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 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 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.
- 6.2 The **PROMOTER** accepts no responsibility in regard to matters specified in Article 6.1 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.
- 6.3 **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 as per the Statement of Account of the **ALLOTTEE** against the Apartment, if any, in his/her name and the **ALLOTTEE** undertakes not to object/demand/direct the **PROMOTER** to adjust his payments in any manner.
- 6.4 **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 **ALLOTTEES** or the competent authority, as the case may be.
- 6.5 **CONSTRUCTION OF THE PROJECT/ APARTMENT:** The **ALLOTTEE** has seen the sanction plan, specifications, amenities and facilities of the Schedule B of the Property 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 sanction plan or the modified plan, 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 the GHMC 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.

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ARTICLE-7
POSSESSION OF THE APARTMENT

- 7.1 Schedule for possession of the said Apartment** - The **PROMOTER** agrees and understands that timely delivery of possession of the Schedule B property to the **ALLOTTEE** and the common areas to the Association of **ALLOTTEES** or the competent authority, as the case may be, is the essence of the Agreement. The **PROMOTER** assures to hand over possession of the Schedule B Property along with ready and complete common areas with all specifications, amenities and facilities of the project unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or any Court stay or Government order 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 Schedule B Property, 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 90 days from that date. The **PROMOTER** shall intimate the **ALLOTTEE** about such termination at least thirty 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**, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Schedule B Property to the **ALLOTTEE** who has paid all the amounts in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. If the **ALLOTTEE** fails to take delivery within the time specified in the notice, he shall be liable for payment of all on-goings including maintenance charges from the date of notice. 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 **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, agree(s) to pay the maintenance charges as determined by the **PROMOTER** /association of **ALLOTTEES**. The **PROMOTER** shall hand over the occupancy certificate of the Project to the **ALLOTTEE** or Association of **ALLOTTEES**/Owners as the case may be at the time of conveyance of the same.
- 7.3 Failure of ALLOTTEE to take Possession of Apartment/Schedule B Property** - Upon receiving a written intimation from the **PROMOTER** as per Para 6.2, 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 Article 6.2, such **ALLOTTEE** shall continue to be liable to pay maintenance charges as specified in.
- 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 of **ALLOTTEES** or the competent authority, as the case may be, as per the local laws. [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 completion certificate.

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