

ANNEXURE
[Rule 38 of Telangana Real Estate (Regulation & Development) Rules, 2017]
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____, 20____,

By and Between

[If the promoter is a Partnership firm]

VIJAYA BHERI ARCADE, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 4 th floor, Plot No-107 A, Above metro City Hospital, arunodya Nagar, Nagole, Hyderabad, Rangareddy, Telangana-500068, (PAN AAWFV2765P), represented by its authorized Partner A RAMESH BABU, (Aadhar No. __) authorized *vide* _____, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

[If the Allottee is a company]

_____, (CIN No. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar No. _____) duly authorized *vide* board resolution dated _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

For VIJAYA BHERI ARCADE


Managing Partner

regarding the Said Land on which Project is to be constructed have been completed;

(C)

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

(D) _____

—

_____ [Please enter any additional disclosures/details]

(E) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Flats/Plots;

(F) 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;

(G) 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 FLAT;

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:

TERMS

1.1 The Promoter agrees to pay all outgoings before transferring the physical possession of the FLAT to the Allottees, which it has collected from the Allottees, for the payment of outgoings. 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 FLAT 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.

1.2 The Allottee has paid a sum of Rs, _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the FLAT 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 FLAT as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

For VIJAYA BHERI ARCADE


Managing Partner

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

6. POSSESSION OF THE FLAT

6.1 Schedule for possession of the said FLAT:

The Promoter agrees and understands that timely delivery of possession of the [FLAT] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [FLAT] on _____,

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking possession

The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the FLAT, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the FLAT to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project.

6.3 Failure of Allottee to take Possession of FLAT

Upon receiving a written intimation from the Promoter as per clause 6.2, the Allottee shall take possession of the FLAT 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 [FLAT] to the allottee. In case the Allottee fails to take possession within the time provided in clause 6.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

(iii). There are no encumbrances upon the said Land;

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

(iv). There are no litigations pending before any Court of law with respect to the said Land, Project or the [FLAT];

(v). All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [FLAT] 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 [FLAT] 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 FLAT which will, in any manner, affect the rights of Allottee under this Agreement;

(viii). The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [FLAT] 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 [FLAT] to the Allottee and the common areas to the Association of the Allottees;

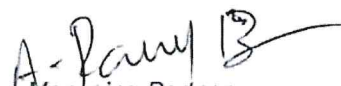
(x). The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi). The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii). No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

For VIJAYA BHERI ARCADE

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Managing Partner

9. CONVEYANCE OF THE SAID FLAT

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

10. MAINTENANCE OF THE SAID FLAT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the FLAT.

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

11. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

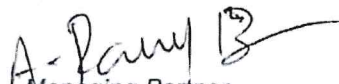
The Allottee is entering into this Agreement for the allotment of a [FLAT] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from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

12. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

13. BINDING EFFECT

For VIJAYA BHERI ARCADE


Managing Partner

any provisions or of the right thereafter to enforce each and every provision.

18. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the FLAT bears to the total carpet area of all the Flats/Plots in the Project.

20. 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.

21. 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, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in

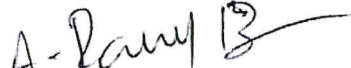
_____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

22. NOTICES

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

_____ Name of Allottee

For VIJAYA BHERI ARCADE


Managing Partner

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

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SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: VIJAYA BHERI ARCADE

(Authorized Signatory)

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____



SCHEDULE 'A' - Please insert description of the FLAT and the garage/parking (if applicable) along with boundaries in all four directions

SCHEDULE 'B' - Floor plan of the FLAT

SCHEDULE 'C' - Payment plan by the Allottee

For VIJAYA BHERI ARCADE

A. P. Ram
Managing Partner