

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____, 2022,

By and Between

M/s.THAPOVAN AVENUES PRIVATE LIMITED, (PAN No. AADCV5638F) a Private Limited company represented by its Director and Authorized Signatory **SRI. PATHI RAVI KUMAR S/O. Late P. RAJA GOPAL**, having its Office at H. no. 6-3-664, Flat no. 301, Prestige Rai Towers, Opp. NIMS Hospital, Punjagutta, Hyderabad, Telangana, 500038.

Hereinafter referred to as the "PROMOTER/VENDOR" (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)} "FIRST PARTY"



[Handwritten signature]

AND

Mr/Ms. xxxxxxxxxxxx, (Aadhaar No xxxxxxxxxxxx), S/o W/o. xxxxxxxxxxxx aged about _____ years, residing at _____, (PAN: _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The 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);
- (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;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development Act, 2016;
- (e) "Section" means a section of the Act.

WHEREAS:

- A. The Said Land is earmarked for the purpose of Residential Layout project, consisting of **61 Plots** and the said project shall be known as "**THAPOVAN HILL COUNTY D-BLOCK**" ("Project");
- B. 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 commenced have been completed;
- C. Director of Town and Country Planning has issued Orders to Anmaspally Grampanchayath has granted the commencement certificate to develop the Project and same has been issued by Anmaspally Grampanchayath vide Lr. No. **1220/2021/HRO/H1** Dated: **23.10.2021**.
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the Open Plots, from Director of Town and Country Planning. 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;
- E. The Promoter has registered the Project under the provisions of the Act with the Telangana Real Estate Regulatory Authority at _____ on _____ under registration no. _____;



- F. The Allottee had applied for a Open Plot in the Project vide application number _____ dated _____ and has been allotted Open Plot no. _____ having an area of _____ sq. yard, in "**THAPOVAN HILL COUNTY D-BLOCK**" more particularly described in Schedule);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. 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 Open Plot and the covered parking as specified in para G.

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:

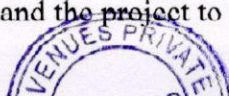
1. TERMS:

- 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 Open Plot as specified in para G.
- 1.2. The Total Price for the Open Plot based on the area is Rs. _____/-(**Rupees only**) ("Total Price") (Break up and description):

Project Name: THAPOVAN HILL COUNTY D-BLOCK Open Plot no. _____	Square Yard	Rate per syrd	Amount Rs.
Cost of Open Plot			
Total price (in rupees)			

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Open Plot;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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 Open Plot 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 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 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;
- (iv) The Total Price of [Open Plot/Plot] includes recovery of price of land, construction of [not only the Open Plot but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Open Plot, water line and plumbing, (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 Open Plot 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(s) 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 installments payable by the Allottee by discounting such early payments at mutually decided NIL % of interest 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.



[Handwritten signature]

1.6 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Open Plot as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Open Plot;
- (ii) That the computation of the price of the Open Plot includes recovery of price of land, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Open Plot, 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 Open Plot and the Project;

1.7 The Promoter agrees to pay all outgoing before transferring the physical possession of the Open Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost [either directly or by way of share in the project], 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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Open Plot to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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.

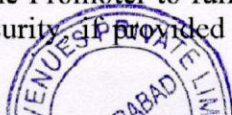
1.8 The Allottee has paid a sum of **Rs. _____** /-(Rupees **only**) as booking amount being part payment towards the Total Price of the Open Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Open Plot:

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 **'M/s.THAPOVAN AVENUES PRIVATE LIMITED,** payable at Hyderabad.

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 fulfill its obligations under this Agreement. Any refund, transfer of security or 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 Open Plot applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4 **ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Open 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.

7.1 **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 months of such cancellation or at the time that the Promoter is able to resell the said Open Plot to another purchaser, whichever is later.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
 - (iv) There are no litigations pending before any Court of law 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 Open Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been



- and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, and Open Plot 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 Open Plot which will, in any manner, affect the rights of Allottee under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Open Plot to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Open Plot to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
 - (x) 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.
2. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Open Plot may come, hereby covenants with the Promoter as follows :-
- i. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the project land on which the Open Plot is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
 - ii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Open Plot in the compound or any portion of the project land on which the Open Plot is situated.
 - iii. To bear and pay increase in local taxes, 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 Open Plot by the Allottee for any purposes other than for purpose for which it is sold.

9. CONVEYANCE OF THE SAID OPEN PLOT:

The Promoter, on receipt of Total Price of the Open Plot as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Open Plot together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee. 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.

10. MAINTENANCE OF THE SAID OPEN PLOT / PROJECT:

1. 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 allottees and the cost of maintenance shall be borne by the Promoter and the Allottees, proportionate to the Open Plots in their respective occupation. The facilities and service connections, like water and sewerage supply, which are common to the entire project undertaken in phases, shall be jointly maintained by the Promoter and the Association till the entire project is completed. The services shall be subject to user charges as may be fixed by the Management or as the case may be the service provider, from time to time.

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

The Parties are entering into this Agreement for the allotment of a Open Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

12. 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 Open Plot / Project / or the land underneath or the receivables, subject to the condition that the Open Plot shall be made free from all encumbrances at the time of execution of Sale Deed in favour of the Allottee(s). The allottee shall be informed about the same at the time of agreement.

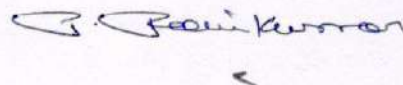
13. **BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter, does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment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

14. **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 Open Plot as the case may be.

15. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.



- 16. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Open Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Open Plot, in case of a transfer, as the said obligations go along with the Open Plot for all intents and purposes.
- 17. 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 there under 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.
- 18. 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.
- 19. 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 Office H. no. 6-3-664, Flat no. 301, Prestige Rai Towers, Opp. NIMS Hospital, Punjagutta, Hyderabad, Telangana, 500038., after the Agreement is duly executed by the Allottee and the Promoter. Hence this Agreement shall be deemed to have been executed at Hyderabad.
- 20. 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:



(Promoter name & Address)

M/s. THAPOVAN AVENUES PRIVATE LIMITED

SRI. PATHI RAVI KUMAR

S/O. Late P. RAJA GOPAL Rao

H. no. 6-3-664, Flat no. 301,

Prestige Rai Towers, Opp. NIMS Hospital,

Punjagutta, Hyderabad, Telangana, 500038,



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

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

22. SAVINGS: Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Open Plot, plot, as the case may be, prior to the execution and registration of this Agreement for Sale for such Open Plot, plot, 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.

23. 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.

24. 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:

Allottee: (including joint buyers)

(1) Signature _____

Name: _____

Address: _____

Please affix
photograph and sign
across the
photograph

(2) Signature _____

Name _____

Address _____

Please affix
photograph and
sign across the
photograph



A handwritten signature in blue ink, appearing to read "G. Ramakrishna".

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
Promoter:**

(1) Authorized Signature _____

Name: **M/s.THAPOVAN AVENUES PRIVATE LIMITED**
SRI. PATHI RAVI KUMAR
S/O. Late P. RAJA GOPAL
H. no. 6-3-664, Flat no. 301,
Prestige Rai Towers, Opp. NIMS Hospital,
Punjagutta, Hyderabad, Telangana, 500038,



At Hyderabad on _____, 2022 in the presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____
2. Signature _____
Name _____
Address _____

SCHEDULE

All that the Open Plot No. _____ having area of _____ Square Yard, in the Project known as "**THAPOVAN HILL COUNTY D-BLOCK**" admeasuring Ac. 04-08 Gts or 20328.00 sq.yds in Survey no.260/33/P, Situated at Anmaspally Village and Gram Panchayath, Kadthal revenue, Kadthal Mandal, Ranga Reddy District, Telangana-509358 and bounded by:

NORTH	: OTHERS LAND
SOUTH	: EXISTING 40 FEET ROAD
EAST	: OTHERS LAND
WEST	: OTHERS LAND

WITNESSES:

1.


VENDOR



2.

PURCHASER