## ANNEXURE [SEE RULE 38] AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this\_\_\_\_\_\_day of \_\_\_\_\_

By and Between
Subject: Certificate of extension of Incurred For Development of Construction Work of [TS rera Registration Number] M/S MANJU INFRA AVENUES SITUATED AT H NO 8-3-677/28,SRI KRISHNA DEVARAYA NAGAR,YELLAREDDYGUDA, HYDERABAD, TELANA-GANA-500073.
PROJECT NAME - " CENTRAL PARK 1 "
We,have undertaken assignment of certifying Estimated Cost for the subject real estate project proposed to be registered under TSRERA, Towers Phase situated on the plot bearing Municipal all that the land bearing in <b>SY NO 218/4 of KONDAPUR VILLAGE, SERILINGAMPALLY MANDAL, RANGAREDDY DISTRICT, TO AN EXTENT OF 332 SQ MT</b> ( Herein after referred to as the "PROMOTER" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in- interest, and permitted assigns).
AND
Mr. / Ms, (Aadhar no) son / daughter of, aged about, residing at, (PAN),  (Hereinafter called the "ALLOTEE", 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).
WHEREAS:  A. The Promoter is the absolute and lawful owner of [khasra nos./ survey nos.]  [Please insert land details as per local laws]totally admeasuring  square meters situated atin Tehsil & District("Said Land") vide sale deed(s) dated registered as documents noat the office of the Sub- Registrar;
[OR] nos.nos.] [Please insert land details as per local laws] _
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	totally admeasuringsquare meters situated atin Tehsil & District
	("Said Land") vide sale deed(s) datedregistered as documents no
	at the office of the Sub-Registrar. The Owner and the Promoter have entered into a
	[collaboration / development / joint development] agreement dated.
	The Said Land is earmarked for the purpose Of building a [commercial/residential/any other purpose] project, comprisingmultistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as "CENTRAL"
	PARK 1 " ("Project");
	[OR]
F	3. The Said Land is earmarked for the purpose of plotted development of a
_	[commercial/residential/any other purpose] project, comprisingplots and [insert any
	other components of the Projects] and the said project shall be known as <u>("Project"):</u>
	Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;
C	[OR]
C.	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;
D	The[Please insert the name of the concerned competent authority] has
υ.	granted the commencement certificate to develop the Project vide approval dated
	bearing registration no.
	;
E.	The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot
	or building, as the case may be, from
	[Please insert the name of the concerned competent
	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;
F.	The Promoter has registered the Project under the provisions of the Act with the Telangana Real
	Estate Regulatory Authority atonunder registration
	no;
G	.TheAllottee had applied for an apartment in the Project vide application no
	Dated and has been allotted apartment nohaving carpet area ofsquare feet,
	exclusive verandahs, balconies, terracearea ofsq. feet, totally having a saleable
	area ofsq. feet type, onfloor in [tower/block/building]
	no("Building") along with garage/covered parking no
Н	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;

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- 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 Residential Apartment and the garage/covered parking (if applicable) 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:

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1.	,	detailed in this Agreement, the Promoter reby agrees to purchase, the <b>Residential</b>	agrees to
2.	<del>-</del>	artmentbased on the Saleable area is sonly ("Total Price	e") (Give
	Plot no  Type	Rate of Plot per square feet*	
	Total price (in rupees)		

\*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, **2.** taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking – 1	Price for 1
Garage/Covered parking – 2	Price for 2
Total price (in rupees)	



## **Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the **Residential Apartment** \_\_\_\_
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 Residential Apartment/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 Residential Apartment \_\_\_includes recovery of price of land, construction of [not only the Residential Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Residential 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 agreementwithin the **Residential 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(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\_\_\_\_\_% 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 Residential 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 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **Residential Apartment\_\_\_.\_**as mentioned below:
- (i) The Allottee shall have exclusive ownership of the **Residential Apartment**\_\_\_\_
- (ii) 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;
- (iii) That the computation of the price of the **Residential Apartment**\_\_\_\_. includes recovery of price of land, construction of [not only the Residential Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Residential 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 otherfacilities, amenities and specifications to be provided as per the agreement within the [Residential Apartment/Plot] and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Residential Apartment, as the case may be.
- It is made clear by the Promoter and the Allottee agrees that the **Residential 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

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