**AGREEMENT FOR SALE**

This Agreement for Sale (“**Agreement**”) executed on this \_\_ day of \_\_\_\_\_\_, 20\_\_\_\_,

## By and Between

**Vice-Chairperson, ANANTAPURAMU HINDUPUR URBAN DEVELOPMENT AUTHORITY(AHUDA)**Office at D.No.11-86, Beside Joint Collector’s Bungalow, Anantapuramu Town-515001, Anantapuramu District, Andhra Pradesh (PAN No.**AAAGV0944B**), hereinafter called the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, executors, administrators, successors-in-interest and permitted assignees).

## AND

Mr/Mrs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(AadharNo.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) S/D/W/o of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, aged about \_\_\_\_\_\_\_\_\_Yrs, 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 heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

**WHEREAS:**

1. The Allotee has applied to the Promoter for allotment on outright sale of plot developed under the initiative/scheme Development of Jagananna Smart Townships (MIG layouts)" by the **ANANTAPURAMU HINDUPUR URBAN DEVELOPMENT AUTHORITY (AHUDA)**, pursuant to G.O Ms.No. 76, MA & UD (M) Dept, dt 28.07.2021.
2. The Promoter is the absolute and lawful owner of Sy.Nos: 235-1A, 235-1B, 235-2, 235-3, 498-1, 498-2, 499-1, 499-2, 500-1, 500-2, 501-1, 501-2A, 501-2B, 501-3, 502-1, 502-2, 502-3, 503-1, 503-2, 504-1, 504-3, 504-2 & 504-4 to an of extent Ac. 79.69 Cents of Kandukuru Village of Anantapuramu Rural Mandal vide Tahsildar, Anantapuramu Mandal Proceedings Rc.No: B/527/2022 Dated: 10.11.2022.
3. The Said Land is earmarked for the purpose of **Open Layout** a project, comprising Residential/ Commercial *(As Specified in the Approved Layout)* and the said project shall be known as ‘Jagananna Smart Township’
4. 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 developed have been completed.
5. The**Vice-Chairperson**, **ANANTAPURAMU HINDUPUR URBAN DEVELOPMENT AUTHORITY (AHUDA)** has granted the permission to develop the Project *vide* approval dated: 08**.12.2022** bearing **TLP No. 23/2022/MIG/A by Director of Town and Country Planning (DTCP), Mangalagiri, Guntur, Andhra Pradesh.**
6. The Promoter has obtained the final layout plan approvals for the Project from the **Director of Town and Country Planning (DT&CP), Mangalagiri, Guntur, Andhra Pradesh vide TLP No. 23/2022/MIG/A**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans as required under the except in strict compliance with section 14 of the Act and other laws as applicable and also hands over the required land meant for public purpose in the Layout such as Roads, Parks, Play grounds, etc. to the concerned Local Authority as per the Municipal Laws;
7. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (RERA) at **VIJAYAWADA** on **14-12-2022** under Registration No: P12250143149.
8. The Allottee had applied for a plot in the Project *vide* application No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_dated \_\_\_\_\_\_\_\_\_\_\_\_ and has been allotted plot No. \_\_\_\_\_ having area of \_\_\_\_\_\_\_\_\_\_\_ square yards ((hereinafter referred to as the “**Plot**” more particularly described in **Schedule A**) excluding land meant for public purpose in Layout such as Roads, Parks, Play grounds, etc.
9. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
10. 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;
11. 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;
12. 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 Plot 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. 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 Plot as specified in para G;
   2. The Total Price for the Plot based on the actual area is Rs.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Rupees(\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ only ("**Total Price**"):

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **S.**  **No.** | **Block**  **No. or**  **Name** | **Type** | **Plot No.** | **Rate of Plot per square**  **Yard(in Rs.)** | **Taxes**  **(inRs.)** | **Total Price of the Plot**  **(inRs.)** |
| **(A)** | **(B)** | **(C)** | **(D)** | **(E)** | **(G)** | **(H)** |
| **1** | **Main Block** | **Residential** |  | **5,500/-** | **-** |  |

Explanation:

(i). The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;

(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) up to the date of handing over the possession of the Plot:

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;

(iii). The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within schedule time vide G.O.Ms. No: 76 MA&UD (M) Dept Dated: 28-07-2021 from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv). The Total Price of the Plot as provided in the Agreement.

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.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Rule 3 of 3.3 as per Go.Ms.No.76, MA&UD, Dt. 28.07.2021 (“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 @ 5% per total cost of the plot 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 therein in respect of the plot, as the case may be, without the previous written consent of the Allottee. 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.

1.7 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Plot as mentioned below:

(i). The Allottee shall have exclusive ownership of the Plot;

(ii) The Allottee shall also have undivided proportionate share in the

Common Areas and Infrastructure Facilities. Since the share /interest of Allottee in the Common Areas and Infrastructure Facilities is undivided and cannot be divided or separated, the Allottee shall use the Common Areas and Infrastructure Facilities along with other occupants, etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Infrastructure shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Promoter shall convey undivided proportionate title in the common areas and Infrastructure Facilities to the association of allottees as provided in the AP RERA Act/GO.Ms.No. 76, MA&UD, Dt.28.07.2021.

(iii) That the computation of the price of the Plot includes recovery of

price of land, internal development charges, external development charges; taxes, and cost for providing other facilities as provided within the Project.

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

1.9 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely shall not form a part of the declaration to be filed with AHUDA to be filed in accordance with the APMRUDA Act.16.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, 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 Plot 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.

1.11 The Allottee has paid a sum of Rs, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Rupees \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_only) as booking amount being part payment towards the Total Price of the Plot at the time of online application through <https://migapdtcp.ap.gov.in>, the receipt generated by the website of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plotas 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.

## 2. MODE OF PAYMENT, EVENTS OF DEFAULTS AND CONSEQUENCES

After concluding agreement, the allottee shall pay the installments as per the Schedule given below & Go.Ms.No.76, MA&UD, Dt. 28.07.2021 (balance remaining after initial 10% paid during application).

* 30% of the sale price of Plot within (1) One month from the date of concluding agreement.
* 30% of the sale price of Plot within (6) six months from the date of concluding agreement.
* Balance 30% within (12) Twelve months from the date of concluding agreement or at the time of Registration whichever is earlier.
* 5% rebate shall be provided to the applicant who pays 100% sale price of plot within one month from the date of concluding agreement.
* Simple Interest of 0.5% per month for the pending amount shall be collected for late payment for each stage.
* Cases defaulting beyond a period of three months for each stage shall be reviewed by the Urban Development Authority and where allotments are to be cancelled, 10% of the amount paid till date in addition to the initial deposit of 10% will be forfeited and balance amount shall be returned without interest.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Promoter accepts no responsibility in this regard. 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 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

## 5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee and the common areas and Infrastructure Facilities to the association of the allottees after receiving the full payment. 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 development of layout by the Promoter as provided in No.**2** i.e, **MODE OF PAYMENT,EVENTS OF DEFAULTS AND CONSEQUENCES**.

## 6. DEVELOPMENT OF THE MIG LAYOUT PROJECT

The Allottee has seen the specifications of the Plot and accepted the Payment Plan, layout plans which has been approved by the DT&CP, Govt. of AP, Mangalagiri, Guntur District, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the DT&CP, Govt. of AP, Mangalagiri, Guntur District and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Master Plan for the area, Zoning Regulations and Andhra Pradesh Building Rules as amended from time to time 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.

## 7. POSSESSION OF THE PLOT

**7.1 Schedule for possession of the said Plot:**

The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans, assures to hand over possession of the Plot on full payment received from the allottee, 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**”). 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 Plot, 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 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.

**7.2 Procedure for taking possession**

The Promoter, upon obtaining the LDCC from the competent authority shall offer in writing the possession of the Plot, 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 Plot 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 within45 days of receiving the occupancy certificate of the Project.

**7.3 Failure of Allottee to take Possession of Plot**

Upon receiving a written intimation from the Promoter as per clause 7 .2, the Allottee shall take possession of the Plot 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 Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 8.2, such Allottee shall continue to be liable to pay maintenance charges towards maintenance of Physical and Social Infrastructure as applicable.

**7.4 Possession by the Allottee**

After obtaining the LDCC and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas and Infrastructure Facilities, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by Allottee**

The Allottee shall have the right to cancel/withdraw his allotment in the Project 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 45 days of such cancellation, free of interest.

**7.6 COMPENSATION**

The Promoter shall compensate the Allottee in case of any loss causedto him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the AP RERA Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the AP RERA Rules for every month of delay, till the handing over of the possession of the Plot.

## 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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; | |
| (iv). | | There are no litigations pending before any Court of law with respect to the said Land, Project. |
| (v). | | All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and 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 common areas and Infrastructure Facilities; |
| (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 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 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 Plot to the Allottee and the common areas and Infrastructure Facilities 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, wherever applicable; |
| (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. |

## 09. EVENTS OF DEFAULTS AND CONSEQUENCES

9.1 Subject to the Force Majeure clause, the Promoter shall be considered

under a condition of Default, in the following events:

1. Promoter fails to provide the possession of the Developed Plot to the Allottee within the time period specified. For the purpose of this . clause, Developed Plot' shall mean that the layout development is complete in all respects and the LDCC has been obtained;
2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i).Stop making further payments. to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii).The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Plot, along with interest at the rate specified in the Rules and also all the components of Total Price asdefined in Clausel.2 within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Plot.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

1. In case the Allottee fails to make payments for 3 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the AP RERA Rules.
2. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Plot in favourof the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

**10. CONVEYANCE OF THE SAID PLOT**

The Promoter, on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot within 3 (three) months from the issuance of the LDCC .. 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.

## 11. MAINTENANCE OF THE SAID PROJECT

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.

**12. DEFECT LIABILITY**

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

## 13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Plot on the specific understanding that is/her right to the use of Common Areas ~~shall be~~ subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

**14. RIGHT TO ENTER THE PROJECT AREA FOR REPAIRS**

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

**15. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Plot, or the compound which rnav be in violation of any laws or rules of any authority or change or alter or make additions to the Plot and keep the Plot, , in good and tenantable repair and maintain the same in a fit and proper condition and ensure that Plot is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. in the Project Area. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Plot 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 Plot, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Plot / at his/ her own cost.

**17. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the plan has been approved by the competent authority(ies) except for as provided in the Act.

## 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Plot 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 Plot.

**19. 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 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.

## 20. 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 plot, as the case may be.

**21. RIGHT TO AMEND**

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

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

**23. WAIVER NOT A LIMITATION TO ENFORCE**

23.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

23.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**24. SEVERABILITY**

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

## 25. 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 area of the Plot bears to the total plot area of all the Plots in the Project.

## 26. 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.

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## 27. 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 AHUDA office, Anantrapuramu 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 SRO, Anantapuramu Rural.

## 28. 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:

AHUDA

D.No:11-86, Near Joint Collector’s Bungalow, Anantapuramu

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.

## 29. 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 laws of India for the time being in force.

## 30. 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 Anantapuramuin the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

|  |
| --- |
| Please affix photograph and sign across the |

Allottee:

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

S/D/W/o.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

At AHUDA, Anantapuramu on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the presence of:

## SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

|  |
| --- |
| Please affix photograph and sign across the |

Vice-Chairperson, Anantapuramu-Hindupur Urban Development Authority (AHUDA), Anantapuramu

(Authorized Signatory)

WITNESSES:

1. Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE ‘A’ –**

**Plot No**:

**North**:

**South**:

**East** :

**West** :