

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ____ (Date) day of ____ (Month), 20____,

By and Between

[If the promoter 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 _____ and its corporate office at _____ (PAN - _____), represented by its authorized signatory _____ (Aadhar no. _____) authorized vide board resolution dated _____ hereinafter 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).

[OR]

[If the promoter is a Partnership firm]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized Partner _____ (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 the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the promoter is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Promoter" (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).

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, and permitted assigns). [OR] [If the Allottee is a Partnership] _____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____ (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

For JEWEL INFRA

K. V. P. [Signature] Partner

[Signature] Partner

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, 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).

[OR]**[If the Allottee is a HUF]**

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).
 [Please insert details of other allottee(s), in case of more than one allottee]
 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 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 at _____ in Tehsil & District _____ ("Said Land") vide sale deed(s) dated _____ registered as documents no. _____ at the office of the Sub-Registrar;

[OR]

_____ ("Owner") is the absolute and lawful owner of [khasra nos./ survey nos.] _____ [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Tehsil & District _____ ("Said Land") vide sale deed(s) dated _____ registered 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 _____ registered as document no. _____ at the office of the Sub-Registrar;

- B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising _____ multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as '_____', ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising

For JEWEL INFRA


Partner



Partner

_____ plots and [insert any other components of the Projects] and the said project shall be known as '_____' ("Project"):

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. 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 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 at _____ on _____ under registration no. _____;
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, exclusive verandahs, balconies, terrace area of _____ sq. feet, totally having a saleable area of _____ sq. feet type _____, on _____ floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- [OR]
- The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/covered parking admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. _____ [Please enter any additional disclosures/details];

For JEWEL INFRA

KVP/_____
Partner

Partner

Partner

- J. 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;
- K. 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;
- L. 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 [Apartment/Plot] 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:

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 [Apartment/Plot] as specified in para G.

1.2. The Total Price for the [Apartment/Plot] based on the Saleable area is Rs. _____ (Rupees _____ only
("Total Price") (Give break up and description):

Block/Building/Tower no. ____	Rate of Apartment per square feet*
Apartment no. _____	
Type _____	
Floor _____	
Total price (in rupees)	_____

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, 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)	_____

[OR]

Plot no. _____	Rate of Plot per square feet*
Type _____	
Total price (in rupees)	_____

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

[AND] [if/as applicable]

For JEWEL INFRA



Partner



Partner