

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

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

By and Between

M/s Raithu Bidda Builders, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Plot No 41, H.No 3-1/Cv/P-41, New Cyber Valley, Miyapur, Serilingampally, Kondapur, Ranga Reddy, Telangana, 500084, (PAN ABGFR8409P), represented by its authorized Partner Suresh Gannamani, (Aadhar No. 775461718667) authorized *vide* Managing Partner, hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee 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 "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[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 assignees).

[OR]

For RAITHU BIDDA BUILDERS

 Partner

[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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[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".

WHEREAS:

- (A) The Promoter is the absolute and lawful owner of Plot no 49, survey no 444 and 446 Parts situated at Bowrampet Village, Dudigal Gandhi maissama Mandal, Medchal Malkajgiri 422.22 totally admeasuring in square yards ("Said Land") vide sale deed(s) dated 26th October 2023 registered as Documents No. 28781/2023 at the office of the Sub-Registrar;

[OR]

_____ ("Owner") is the absolute and lawful owner of [survey nos.] [Please insert land details as per local laws] _____ totally admeasuring _____ square meters situated at _____ in Taluk & 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 (to be specified)] 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 (to be specified)] project, comprising _____ 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 OFFICE OF THE HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY has granted the permission to develop the Project vide approval HMDA Proceedings vide Lr.No. 013382/BP/HMDA/2992/MED/2023, dt. 18 September, 2024

For RATHU BIDDIA BUILDERS


Partner

- (E) The Promoter has obtained the final layout plan approvals for the Project from OFFICE OF THE HYDERABAD METROPOLITAN DEVELOPMENT AUTHORITY 013382/BP/HMDA/2992/MED/2023. 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;
- (F) The Promoter has registered the Project under the provisions of the Act with the 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, type _____, on _____ floor in [tower/block/building] No. _____ ("**Building**") along with garage/ parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/ 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/ parking admeasuring _____ square feet (if applicable) in the _____ [Please insert the location of the garage/ parking], as permissible under the applicable law and 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**) excluding land meant for public purpose in Layout such as Roads, Parks, Play grounds, etc. handed over to the concerned Local Authority as per the Municipal Laws;
- (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]
- (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/ 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:

For RAI THU BIDD A BUILDERS

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G. A Partner

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 carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description) :

S. No.	Block/ Building / Tower No. or Name	Type	Floor	Apartment No.	Rate of Apartment per square feet* (in Rs.)	Taxes (in Rs.)	Total Price (in Rs.)
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)

*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 1	Price for 1

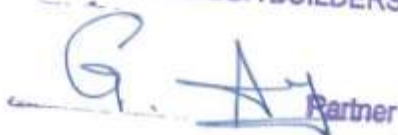
[OR]

S. No.	Block No. or Name	Type	Plot No.	Rate of Plot per square Yard or square meter	Taxes (in Rs.)	Total Price of the Plot (in Rs.)
(A)	(B)	(C)	(D)	(E)	(G)	(H)

Explanation:

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

For RAITHU BIDDA BUILDERS

 Partner

- (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 [Apartment/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 30 (thirty) days 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 [Apartment/Plot] includes: 1. *Pro rata* share in the Common Areas; and 2) _____ garage(s)/parking(s) 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 **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 therein in respect of the apartment, plot or building, 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 [Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within fortyfive days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

For RATHU BIDDA BUILDERS

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 G. A. Pattnay