

ANNEXURE
[See rule 38]
AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____, 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, executors, administrators and permitted assignees);

[OR]

[If the promoter is a Partnership firm]

M/s. AKSHARA HOMES, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Plot No.39, Survey No. 348/A, Doddi Village, Military Dairy Farm Road, Ved Vihar, Subash Nagar, Hyderabad, Telangana - 500015, (PAN-), represented by its authorized Signatory ACHANTA VINOD, (Aadhar No. 8850 8337 8533) 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 its successors-in interest, executors, administrators and permitted assignees, including those of the respective partners).

[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 assignees).

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]

[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 [survey nos. 718 totally admeasuring 540.12 square meters situated at Aditya Nagar, Adibatla, Ward No-9, in Taluk & District Rangareddy ("**Said Land**") vide Development Agreement dated registered as Documents No. 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 '**AKSHARA ADITYA HOMES**' ("**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 _____ [*Please insert the name of the concerned competent authority*] has granted the permission to develop the Project vide approval dated _____ bearing No. _____;

- (E) The Promoter has obtained the final layout plan approvals for the Project from _____ [Please insert the name of the concerned competent authority]. 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:

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	Apart ment 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]