Verified RealEstate™

RE REGULATORY RECORD

RERA Document

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ANNEXURE 'A'

AGREEMENT FOR SALE

[See rule 9]

This Agreement for sale ("AGREEMENT") entered into at [ ] on [ ]
BY AND BETWEEN

[If the promoter is a company*] M/s.[ ]* (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], [ ]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 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*] M/s. [ ]*, (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] [ ], a partnership firm registered under the Indian

For JAINS & VIP DEVELOPERS

Partner

comprising of [ ] Towers having [ ] Blocks with [ ] Floors having [ ] with amenities and facilities ("Project"); and

Or

[If the Project is plotted development] The Promoter has formulated a scheme for developing the Said Land into plotted development comprising of residential/commercial plots ("Project"); and

C. [*If the Project is to develop commercial/residential complex*] The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Planning Permit No.[ ] dated [ ] issued by [ ]and Building Permit No.[ ] dated [ ] issued by [ ]; and

or

[*If the Project is plotted development*] The Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for plotted development vide lay-out approval vide Permit No.[ ] dated [ ] issued by [ ]; and

D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at [ ] on [ ] under registration No [ ]; and

E. The Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project; and

F. [*If the Project is to develop commercial/residential complex*] The Allottee desirous of owning an apartment in the Project has offered to purchase [ ] square feet of undivided share in the Said Land, which is more fully described in Schedule B hereunder and engage the Promoter to construct an apartment as per the scheme formulated by the Promoter; and

or

[*If the Project is plotted development*] The Allottee desirous of purchasing a Plot in the Project has offered to purchase a plot admeasuring [ ] square feet, which is more fully described in Schedule B hereunder; and

G. The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and

H. 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; and

I. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

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Partner

9. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of [ ]% of Total Price ('Assignment Fee')
10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.
11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default in the other and the rights and obligations of the Parties shall be determined accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.
13. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.
14. [*If the Project is to develop commercial/residential complex*] The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.
15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.
16. 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

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Partner

at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____

25. 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. [*Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.*]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ *(city/town name)* in the presence of attesting witness, signing as such on the day first above written.

SCHEDULE - A

(Description of the Total Land)

SCHEDULE - B

(Description of undivided share of land/plot hereby agreed to be conveyed to the Allottee)

SCHEDULE "C"

(Schedule of Payment)

Schedule of payments to be paid by the Allottee to the Promoter for delivery of SCHEDULE "B" PROPERTY:

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS AGREEMENT ON [ ] DAY OF [ ]

Allottee

Promoter

WITNESSES:

1.

2.

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THE LANDLENS SUITE

Eight ways to know a piece of land before you pay for it.

This report covers one part of the picture. These cover the rest, drawn from the same government records, for any property in Tamil Nadu.

LandLens One
Ask anything about a property and get an answer grounded in live government records, with the sources shown.
/landlens/one

Verify My Land
Every record check run on one property and returned as a single report.
/landlens/verify-my-land

Legal Opinion
An advocate's written opinion on the title, built on the records we pull for it.
/landlens

One Map
Every layer on one map: the parcel, its boundary, zoning, water bodies and what sits around it.
/landlens/one/map

PriceMap
What land actually changed hands for around this plot, taken from the registered deeds.
/landlens/pricemap

Build Scope
What you are allowed to build here: floor space, height, coverage and setbacks.
/landlens/build-scope

Property Tracker
Watch a property and hear about it when something new is registered against it.
/landlens/property-tracker

Deal Room
Run the transaction in one place: documents, stamping, signatures and the parties.
/landlens/deal-room

FREE TOOLS · NO ACCOUNT NEEDED

Twenty-four checks you can run yourself, at no cost.

Records and verification

The registers themselves, read for you.

- Encumbrance Certificate
- Patta and Chitta
- Field Measurement Sketch
- EC Analyzer
- Bank charge check
- Court case search
- Seller background check
- Approval check by survey

Value and duty

What it is worth and what it costs to register.

- Guideline value by street
- Guideline value by survey
- Stamp duty and registration fees
- Capital gains
- Floor space index
- Area unit converter

Zoning and land use

What the plan says can happen on this land.

- Land use zone finder
- CMDA land use check
- Coastal regulation zone
- Master plan check
- Water bodies finder
- Airport height clearance

Registers and directories

Who holds it, and which office keeps the record.

- Find your registering office
- Temple property check
- Waqf property check
- RERA register

Every free tool
/tools

Services we run for you
/services

The LandLens suite
/landlens/one

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Every claim in this document traces back to a government record.

- Legal opinions, due diligence and title verification
- Building plan, layout and sub-division approvals
- Completion and occupancy certificates, regularisation
- Escrow, negotiation and NRI property management
- Land survey, soil testing, architecture and construction

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Prepared from the registers named on the page each finding sits on. Where a register could not be read, this document says so in its place rather than leaving the gap to be read as a clean result.