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AGREEMENT FOR SALE

This Agreement for Sale entered at Coimbatore on this ******;

BY AND BETWEEN

SRI KANAGADURGA PROPERTY DEVELOPERS PRIVATE LIMITED (PAN: AAKCS7548A), (CIN: U45204TN2007PTC061973**),** a private limited company incorporated under the [Indian] Companies Act, 1956, having its registered office at Poly House Towers,5th Floor SPIC Annex,Guindy,Chennai-600032 hereinafter referred to as "Promoter". The Promoter is represented by their **Power of Attorney,** namely **SOBHA LIMITED** (formerly known as Sobha Developers Limited), (CIN:L45201KA1995PLC018475), (PAN: AABCS7723E), a

ALLOTTEE

For SOBHA LIMITED

Authorised Signatory

AUTHORISED SIGNATORY
POWER AGENT

Public Limited Company incorporated under the Companies Act, 1956, represented by its Authorized Signatory **Mr. ANILKUMAR. V, Driving Licence No. TN/037/ 001222/ 2003) (Mobile No.9788859599) ,** aged about 47 years S/o (Late) Gopinatha Menon, through a Resolution dated **17.09.2020**, bearing No. **173/2020** years, based on the resolution of the Board of Directors of the Company in the meeting held on **17th September 2020**, having its Registered Office & Corporate Office at 'SOBHA', Sarjapur-Marthahalli Outer Ring Road(ORR), Devarabisanahalli, Bellandur Post, Bangalore-560103 and Regional office at 'Sobha Limited, Harishree Gardens, Thondamuthur Main Road,Vedapatti,Coimbatore-641007, appointed under the deed of Power of Attorney dated 30.11.2012, registered as document no.788 of 2012, Book IV at SRO Thondamuthur.

The Term Promoter shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor – in - interest, executors, administrators and permitted assignees of the ONE PART;

AND

**********aged about *****years, ****** residing at ********** hereinafter referred to as **"Allottee".** The term Allottee shall, wherever the context so requires or admits, mean and include his/her/their/its heirs, legal representatives, successors-in-interest, executors, administrators, agents, and permitted assigns and in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the legal heirs, executors and administrators and permitted assigns of each of the partners and in the case of a company or a body corporate its successors and permitted assigns of the OTHER PART;

The Promoter and the Allottee shall hereinafter be either collectively referred to as "Parties" and/or individually as "Party".

WHEREAS:

A. The Promoter is the absolute and lawful owner of all that piece and parcel of lands comprised in survey nos., extent, the details of the title deed and patta, as mentioned below;

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Sl. no.	Survey No.	Extent in square meters	Details of Title deed, registered in the office of Sub Registrar, Thondamuthur
1	478/1	7851	Sale Deed dated 08.07.2008, bearing document No.4404/2008, executed by Velumani and 6 others infavour of Sri Kanagadurga Property Developers Private Limited
2	478/4	7284	Sale Deed dated 23.05.2008 bearing document no.3870/2008 executed by S.S.Palanisamy and Rajammal infavour of Sri Kanagadurga Property Developers Private Limited
3	478/5A	3238	Sale Deed dated 23.05.2008, bearing document no. 3870/2008 executed by S.S.Palanisamy and Rajammal infavour of Sri Kanagadurga Property Developers Private Limited

situated at Veerakeralam Village, Perur Taluk (then under Coimbatore North Taluk), Coimbatore District, in all measuring **18373** square meters (4.54 Acres), hereinafter referred to as 'Larger Property'. The Promoter and the Sobha Limited (Formerly Sobha Developers Limited) have entered into an agreement for sale dated 11.01.2010 under which the power agent have agreed to develop and buy the Larger Property and other lands either in their favour or in the name of their nominees; and

B. The Promoter at the request of the power of Attorney, has submitted an application bearing file no. in LPA Roc. No.8688/2011/LPA-1 dated 03.07.2015. The then and prevailing Development Regulations applicable for Local Planning Authority, Coimbatore, stipulates development of building for Economic Weaker Section (EWS) also, if the planned development exceeds one Hectare of land, and

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such EWS development can either be within the Larger Development or separately developed within 2 kms of radius. Hence a separate land in Survey Nos. 489/1A and 489/1B, Veerakeralam Village, measuring 23 cents has been identified and submitted for EWS Project. As per said application, the Local Planning Authority, Coimbatore has granted site approval bearing no. Ma.Va.LPA Coimbatore no.111 (Aa to O)/2015 dated 03.07.2015 and Planning Permit no. 9/2015 for group development special building residential project consisting of Blocks A to H, having 44 Row Houses, one separate building for gym and other common amenities (**"Project"**) and for another development of EWS Project in Survey Nos. 489/1A and 489/1B, Veerakeralam Village, for which this agreement does not refer to. In order to comply with the planning regulations, the land measuring 1448.72 square meters of land was gifted towards public road in Survey No. 478/1, Veerakeralam Village, to Veerakeralam Town Panchayat, under the gift deed dated 30.06.2011, registered as document no. 4652/2011 at SRO, Thondamuthur and further the land measuring 1693.51 square meters, comprised in Survey Nos. 478/1, 478/4 and 478/5A, Veerakeralam Village, were gifted to Corporation of Coimbatore, represented by their Commissioner, towards open space reservation area applicable for the Larger Property alone vide Gift Deed dated 12.04.2012, registered as document bearing no. 2927 of 2012 in the office of Sub Registrar, Thondamuthur. For the purposes of EWS development, a separate open space reservation area measuring 246.21 square meters has been provided and gifted to Corporation of Coimbatore under the aforesaid gift deed. The Corporation of Coimbatore has issued a common building approval bearing no.BA/0518/2018/MH1/W dated 03/01/2019 in-respect of the file no. LPA Roc No.8688/2011/LPA-1 for the Project and the EWS Project. Although the Project and EWS Project are two separate and distinct developments, they were approved under single planning permit and building permit by the authorities concerned. Except the common plans and permits, the Project and EWS Project are independent in nature and EWS project has no right whatsoever in the Larger Property and the Project developed therein. The FSI of Larger Property is fully made applicable to the Project alone that consists of 44 Row Houses and other common areas. Thus barring the lands, gifted for OSR applicable for the Larger Property and Public Road, the extent of lands remaining in the Larger Property is

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considered for construction of the Project and for sharing of the undivided share to the buyers of the Row Houses in the Project, which is morefully described in Schedule-1 mentioned hereunder. The Tahsildar of Perur Taluk, after considering the gifted lands for OSR in the Larger Property, has sub-divided the lands as stated in Schedule-1 hereunder and granted patta bearing nos. 1623, 1624 and 1625 in the name of the Promoter; and

C. The Promoter has obtained requisite sanctions, authorizations, consents, no objections, clearance, order, permissions and approvals for construction and development of the Project and the Promoter agree to further obtain the requisite NOC/approval/ completion certificate/consent to operate, as the case may be, from the competent authorities; and

D. The Promoter has registered the Project under the provisions of the Act with the Tamilnadu Real Estate Regulatory Authority at Chennai on ******* under registration no. **********; and

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

F. The Allottee, as a nominee of the Sobha Limited, desirous of owning a Row House no.**, **Block - ****, measuring ******* **Square meters (*** Sft)** of carpet area and undivided **Common Area *** Square meters (***** Sft)** of common area in the Project, totally measuring ******* square meters **(***** Sft)** of Super Built-up area("Row House") has offered to purchase ******* **Square meters (**** sqfeet)** of undivided share of land in the Schedule-1 hereunder, which is more fully described in Schedule-2 hereunder proportionate to the carpet area of the Row House and engage the Developer namely Sobha Limited to construct a Row House and Common areas referred supra in the Project; and

G. The Promoter has agreed to transfer the property described in Schedule-2 in favour of the Allottee and permits the Allottee for construction of Row House referred above, by engaging the Developer, subject to the terms recorded hereunder; and

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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 on which the 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.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follow:

1. The Promoter agree to transfer and convey the land described in Schedule-2, in favour of the Allottee for a sum of **Rs ----------/-(Rupees ********** only**) ('Consideration') to be paid by the Allottee in the name of power of attorney of Promoter (Sobha Limited), within 30 (thirty) regular days of request letter/communication/notice being sent by the power of attorney of the Promoter, to the email address of the Allottee, as per the schedule of payment envisaged in Schedule-3 hereunder. The Allottee has paid Rs 5,32,824/- towards advance out of the sale consideration stated herein above.The Allottee shall not have any right to renegotiate with Promoter, on the Consideration agreed under this Agreement, on comparison with the consideration agreed between the other prospective purchasers in the Project.

2. The Promoter represents that there is no existing charge created against the property described in Schedule-2. However, the Promoter have planned to avail project loan from its lenders by mortgaging the property described in the Schedule-1 and shall discharge the same and obtain suitable 'Release & No objection certificate' from the said Lender and hand over the same to the Allottee at the time of execution and registration of the Sale Deed in favour of the Allottee conveying the property described in Schedule-2 hereunder.

3. Save as mentioned in clause 2 supra, the Promoter doth hereby covenant with the Allottee that the property described in the Schedule-2 agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute title to convey and transfer the same.

4. The right of the Allottee to purchase the property described in the Schedule-2

shall be subject to the Allottee engaging Sobha Limited, the Developer for construction of his/her Row House through the Developer by entering into a Construction Agreement in accordance with the scheme of development.

5. The Allottee agrees that the execution of the Construction Agreement with the Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the property described in the Schedule-2.

6. The Allottee without the prior written consent of Promoter, shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the property described in the Schedule-2. 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 an Assignment fee of 1.5% of the Consideration ('Assignment Fee'). The stamp duty and registration fee applicable for the Assignment deed to be executed by the Allottee and such third party, shall borne by Allottee or such third party, as the case may be.

7. That the Promoter hereby further covenant with the Allottee that, save as mentioned in the clause 2 of this Agreement, the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule-2 or any part thereof in a manner contrary to the terms of this Agreement. The Promoter shall not enter into any agreement in respect of the property described in the Schedule-2 with any other person/s during the subsistence of this agreement.

8. That all payments to be paid under this Agreement either by the Allottee and or by the bank/Financial Institutions of the Allottee from whom the Allottee may avail any loan, shall be paid directly to the Promoter, as instructed by them. Any loan amount availed by the Allottee, shall be directly disbursed/released by the bank/financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee and the liability to repay such loan to the respective bank/financial institution with applicable interest shall always be on the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the Promoter on the due dates the relevant installments

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and all other sums due under this Agreement and in the event of any delay and or default is made in payment of such amounts, irrespective of the delay is on the part of the Allottee or bank/financial institutions, the Allottee shall be liable for the consequences including payment of Interest on the outstanding payment as provided in this agreement.

9. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the property described in Schedule-2 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 and Construction Agreement entered into between the Allottee and the Developer, simultaneously.

Provided always it is hereby expressly agreed 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/breach in one shall be construed as default/breach 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, including but not limited to the Construction Agreement, entered into between the Parties under the scheme of development.

10. 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 at the time of registration, 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 by the Allottee.

11. In the event of there being any delay by the Allottee in payment of the instalments under the Payment Plan as envisaged in Schedule-3, on the due dates, for whatsoever reasons, the Allottee shall become liable to pay Interest as stipulated under The Real Estate (Regulation and Development) Act, 2016 and rules made thereunder, on such outstanding amounts, from the due date of

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payment till realization by the Promoter of such instalments

12. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule-3 or cancelling/withdrawing from the Project for reasons other than the default of the Promoter, then the Promoter at its discretion after due notice of 15 (fifteen) days to the Allottee are entitled to cancel this Agreement and construction agreement and re-allot the property described in Schedule-2 along with the Row House to any another party and the Allottee shall thereafter have no right, interest or claim over the said property.

13. Consequent to cancellation for the default of the Allottee, the Promoter is entitled to deduct the Booking Amount i.e., (10% of Value of the property described in Schedule-2, the cost of Row House as mentioned in Schedule-4 of the Construction Agreement along with GST paid/payable towards the invoices raised till the date of cancellation), and the stamp duty and registration fee payable for the cancellation deed or the sale deed as the case may be. The Allottee shall come forward to execute and register the cancellation deed or the sale deed as the case may be within 15 (fifteen) days from the date of intimation of cancellation by the Promoter. Thereafter, the Promoter shall refund the remaining amount to the Allottee without interest within 90 (ninety) days from the date of cancellation of this agreement. The applicable stamp duty and registration fee for such cancellation agreements /sale deed shall be borne by the Allottee. Provided if the Allottee has availed any loan from the Bank/Financial Institutions to meet out the cost of the property described in Schedule-2, the Promoter shall refund the amount paid by such Bank/Financial Institutions without any interest.

14. The Promoter at their 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 of the payment of interest for delayed payment or default in payments. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter for any other Allottees in the Project shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion for other Allottee in the Project.

15. In case of a cheque issued by the Allottee being dishonored for whatsoever

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reasons, a sum of **Rs.1,000/-** would be payable by the Allottee. This is without prejudice to the right of Promoter to terminate this agreement.

16. 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.

17. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges payable in respect of the property described in the Schedule-2 unto the date of Registration of the sale deed or delivery of possession of the Row House 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 property described in the Schedule-2 and Row House to the Allottee, whichever is earlier.

18. The Allottee has been made aware that there could be some small variation in the size not more than 1% of the Row House on the completion of construction by the Developer. The Allottee agrees to a proportionate variation in the sale of the property due to such variation in the size of the Row House or meager variation for any other reasons. Thus, the sale deed in favour of the Allottee shall be executed after reconciliation of the extent and only the reconciled extent shall be conveyed. The Parties agree to compensate each other for such variations based on the consideration fixed under this deed.

19. 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.

20. That all notices to be served on the Allottee and the Promoter as contemplated in this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/e-mail/courier at their respective addresses specified below

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Name of Allottee : **********

Allottee Address : **********

Email ID : **********

For Promoter

M/s. Sobha Limited
Harishree Gardens,
Thondamuthur Main Road, Sundapalayam Post,
Vedapatti, Coimbatore – 641 007.
E-mail: crm.verdure@sobha.com (general correspondence), salesaccount@sobha.com (for allotment, invoice and receipt alone)

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 communication 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.

21. That in case there are joint Allottees, all communication shall be sent by the Promoter to the Allottee whose name appears first or as corresponded by the any of the Allottees at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

22. 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 on a particular time shall not be construed to be a precedent and/or binding on the Promoter preventing the Promoter from exercising any right under this Agreement for such subsequent delays/defaults on the part of the Allottee.

23. 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

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or of the right thereafter to enforce each and every provision.

24. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made thereunder 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 the Act or the Rules and Regulations made thereunder 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. This Agreement may only be amended only in writing between the Parties.

26. 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 for the time being in force.

27. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at their Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Coimbatore and 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 concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Coimbatore.

28. All or any disputes arising out or touching upon or in relation to the terms and condition 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 adjudication officer appointed under the Real Estate (Regulation and Development) Act 2016.

SCHEDULE-1

All that piece and parcel of residential land comprised in

Sl.No	Survey Nos	Extent in Square Meters	Extent in Square Feet

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1	478/1A part	5,712.7	61,491.50
2	478/4A	7,129	76,736.55
3	478/5A1	2,415	25, 995.06

at **Veerakeralam** Village, Perur Taluk, Coimbatore District, totally measuring **15,256.7 Square Meters (164223.11 sqfeet)** as per title deeds (15,236.59 square meters as per plan), together bounded on the,

North by : 60 feet Public Road and Open Space Reservation Area

South by : Land in Survey Nos. 472 and 478/5B, Veerakeralam Village

East by : 60 feet Public Road and land in Survey Nos. 478/2 and 478/5B, Veerakeralam village

West by : Land in Survey Nos. 479 and 480, Veerakeralam Village

situated within the Jurisdiction of Registration District of Coimbatore and Sub Registration District of Thondamuthur and within the limits of Corporation of Coimbatore.

SCHEDULE-2

(Undivided share of land hereby agreed to be conveyed to the Allottee)

Undivided Share of *****square meters(*****Sft) of land in Schedule-1.

IN WITNESS WHEREOF PARTIES HEREINABOVE NAMED HAVE SET THEIR RESPECTIVE HANDS AND SIGNED THIS AGREEMENT FOR SALE AT COIMBATORE IN THE PRESENCE OF ATTESTING WITNESS, SIGNING AS SUCH ON THE DAY FIRST ABOVE WRITTEN.

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(POWEROF ATTORNEY)

WITNESSES:

1.

2.

Defined by:

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For SOBHA LIMITED

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our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

Verified RealEstate™

We're honored to be part of your real estate journey

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