

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

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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 HINDU UNDIVIDED FAMILY, Mr. [], (Aadhar no.) son of [] aged about [] for self and as the Karta of the Hindu Joint Mitakshara Family known as [] HINDU UNDIVIDED FAMILY, 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 HINDU UNDIVIDED FAMILY, 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 the Allottee shall hereinafter be either collectively referred to as "Parties" and/ or individually as "Party".

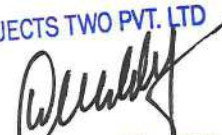
WHEREAS

- A. The Promoter is the absolute and lawful owner of lands *admeasuring* [] square meters comprised in Survey Nos.[] situated at [] Village, [] Taluk, [] District, morefully described in Schedule A hereunder ("Said Land") *VIDE* sale deed(s) dated registered as documents no.[] at the office of the Sub-Registrar; and

[OR]

[] ("Owner") is/are the absolute and lawful owner of lands *admeasuring* [] square meters comprised in S.Nos.[] situated at [] Village, [] 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 []; and

- B. [If the Project is to develop commercial/residential complex] The Promoter has formulated a scheme for developing the Said Land. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project

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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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NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:-

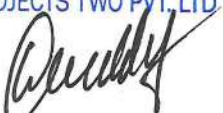
1. The Promoter agree to transfer and convey Schedule B hereunder in favour of the Allottee for a sum of Rs.[] (Rupees [] Only) ('Consideration') to be paid by the Allottee as per the schedule of payment mentioned in Schedule C hereunder.
2. *[If any subsisting charge on the Schedule A property]* The Promoter represent that there is an existing charge created over the Schedule A property with the [financial institute/bank] for availing project finance. However, the Promoter shall release the Schedule B property from the charge created and obtain suitable 'Release & No objection certificate' from the respective banks/financial institution and hand over the same to the Allottee within [] days from execution of this Agreement.
3. *[Save as mentioned in clause 2 supra]*, the Promoter doth hereby covenant with the Allottee that the property 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 power to convey and transfer Schedule B property.
4. *[If the Project is to develop commercial/residential complex]* The right of the Allottee to purchase the Schedule B property shall be subject to the Allottee engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.
5. *[If the Project is to develop commercial/residential complex]* The Allottee agrees that the execution of the Construction Agreement with 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 Schedule B property.
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 Schedule 'B' property.
7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.
8. That all payments to be paid under this Agreement by the Allottee to the Promoter, apart from the loan amount, shall be paid directly by the Allottee to the Promoter. Any loan amounts 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. 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 and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts, the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

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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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