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Problem

9 years ago 12 R



JaiHind2010

Owner

Points: 140



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9 years ago



PS; I have not added last page (signing) and receipt page.

Thank you.

JaiHind2010

Owner

Points: 140

Reply

9 years ago



Hi

would like to know if we should sign a sale deed as well after executing the "Agreement to Sale" once the full consideration is paid.

what is to be done if the "Agreement to Sale" is registered?

thanks

Vishal
business

Points: 44

Reply

9 years ago



Mr. Vishal,

A registered Document operates from the time from which it would have commenced to operate if no Registraton thereof had been required or made, and not from the time of its Registration. Supposing a Document relating to a sale of immovable property is executed on 1st July and possession of the property has been delivered, but the Document is Registered on 3rd September, the Document operates from the date of its execution i.e. from 1st July and the property must be deemed to have been passed only from the date of its execution.

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Reply

9 years ago



Thanks for your reply

But still need clarification

Is the "Agreement to sale" is final document or should we also sign " sale deed" after signing the "Agreement to sale" .

If yes then should we wait and register the "sale deed" instead of "Agreement to sale" .

thanks

Vishal

Vishal

business

Points: 44

Reply

9 years ago



what is the difference between agreement to sell, agreement for sale and agreement of sale ?

m.arunprakaash

advocate

Likes: 5

Points: 154

Reply

9 years ago

The "Agreement to Sell", "Agreement for Sale" and "Agreement of Sale" are synonymous terms. The agreement of Sale is a simple agreement which lays down pre conditions to the sale of a immovable property. However, title does not



Mohammad Haider ▾

HEAD-
LEGAL AND
REGULATORY

👍 Likes: 3

Points: 33

pass with the agreement for sale, and the Purchaser (Under an Agreement to sell) does not become the owner of the property unless and until a Sale Deed is executed in his favour,

Section 54 of the Transfer of Property Act defines the Contract of Sale or An Agreement to Sell in the following words: " A contract for the sale of immoveable property is a contract that a sale of such property shall take place on terms settled between the parties.It does not, of itself, create any interest in or charge on such property."

Therefore, getting the Sale Deed Executed is a must, for the Tranfer of Property.

Should you require any further assistance, do revert.

↩ Reply

🕒 9 years ago



m.arunprakaash

advocate

👍 Likes: 5

Points: 154

Thank you Mr. Haider,
Still I foresee some difference between these terms.
yours
arunprakaash.

↩ Reply

🕒 9 years ago



Vishal ▾

Thank you Mr Haider
Still would like to know:
1) if we have registered an "Agreement for Sale" and later on sign a "SALE DEED" do we need to register the same
2) what documents a Purchaser purchasing a flat from a Owner who has purchased from a Developer

business

3) Can a Purchaser in Mumbai purchase a flat from a member who is member of the Society for a period less than a year?

Points: 44

Thanks and Kind Regards

Vishal

Reply

9 years ago



m.arunprakaash

advocate

Likes: 5

Points: 154

under maharashtra local laws both agreement of sale and sale deed should be registered.

If you register agreement of sale then you need not execute sale deed. only conveyance deed will be executed in favour of the society.

2. development agreement

irrevocable power of attorney

certificate of title

flow of title

sanctioned plan

commencement certificate

occupation certificate

no objection from the builder for further sale.

3. there is a restriction in the bye laws of the co-op.hsg.soc that a member cannot transfer his flat within one year of joining the said society as a member.

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