

/Registration Department/

From

To

Thiru.Dharmendra Pratap Yadav,I.A.S.,
Inspector General of Registration,
Chennai-28.

All Deputy Inspector Generals of
Registration,
All District Registrars,
All Sub Registrars.

Circular No.16345/C2/2013 dated 28.10.2013

Sir,

Sub: Construction Agreement – Compulsorily registrable
with effect from 1.10.2013 – Tamil Nadu Amendment
Act 18/2013 – Implementation – Reg.

Ref: 1. Tamil Nadu Act No.18/2013
2. Inspector General of Registration No.16345/C2/11
dated 30.09.2013.

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Attention is invited to the references cited. Following clarifications are
given to Registering Officers for strict adherence;

i) In respect of construction agreements as defined in Article 5(i) of the
Indian Stamp Act, 1899 as amended, 1% stamp duty and 1% registration fee shall
be levied on the value/amount as set forth in the document.

Hence, the construction cost includes all development costs other than the
land cost such as cost towards construction, cost of parking, clubhouse facilities,
charges towards EB and Water and Sewage connection and any other cost,
charges.

ii) For the Sale Deeds presented for registration evidencing sale of
Undivided Share of land, the Registering Officer should insist the registrant to
incorporate the details of construction agreement (whether registered or not). The

date of execution of construction agreement and date of first payment made to the builder with cheque/DD details, should be mentioned in the document pertaining to conveyance of UDS. The Document number of the construction agreement should also be mentioned along with above details in case of registered construction agreements. If the Construction Agreement and the UDS documents are presented on the same day, Construction Agreement has to be registered first and then the document number of construction agreement should be noted in the UDS document by the Sub Registrar by way of endorsement.

When a deed evidencing conveyance of UDS is presented for registration, the Registering Officer should invariably insist the presenter to produce the construction agreement in original.

iii) If the construction agreement has not been registered and if the same doesn't require to be compulsorily registered for the reason that it had been executed prior to 01.10.2013, the copy of the evidences scrutinized shall be preserved in the office for a period of 3 years.

iv) If the construction agreement requires compulsory registration and if it has not been registered at the time of registration of sale of UDS, the Registering Officer should not accept the document relating to the concerned sale of Undivided Share of land and instead return the same with a check-slip to that effect.

v) For the purpose of ascertaining para (iii) above, the Registering Officer should verify the date of first payment made to the builder or developer and ensure that the first payment precedes the cut off date of 01.10.2013. The verification

has to be done with reference to the passbook or account statement of the buyer or builder and a xerox copy of the same should be preserved.

vi) In cases, where the registrant states that construction agreement relating to proposed construction is yet to be reduced into writing, registration of sale of UDS shall not be entertained.

vii) In cases where the UDS document presented does not pertain to apartment/flats etc., and if the registrant states that no construction is to be done, the Registering Officer should proceed with registration only after inspection of the site, ensuring that no building is being suppressed with an intent to defraud revenue.

Sd/...28.10.2013.

Inspector General of Registrtation

/By Order/

for Inspector General of Registration

29/10/13