SALE AGREEMENT

**This SALE AGREEMENT** is made and executed on this **12th** day **March 2020**

### BETWEEN

**1.HAREESH VASANJI (PAN: AADPV3677K)** S/o VasanjiVijpal, aged about 65 years, residing at No. 24, Ranganathan Avenue Road, Kilpauk, Chennai – 600 010.

**2.TULIP FOUNDATIONS (P) LTD (PAN:AADCT9801C)** a body incorporated under the Indian Companies Act 1956, having its office at Survey No. 32/3A, Village No. 7 (Old No. 30), Polachery

Village, Mambakkam Post, Kancheepuram District, Tamilnadu – 600127, represented by its Director **HAREESH VASANJI (**PAN: AADPV3677K) S/o VasanjiVijpal, aged about 65 years, residing at No. 24, Ranganathan Avenue Road, Kilpauk, Chennai – 600 010.,

**3.SAILESH P SHAH (PAN:AAUPS6522K)** S/o Pragji K Shah, aged about 50 years, and **CHAYA S SHAH** (PAN ;ACAPS2670J) W/o SAILESH P SHAH, Both are residing at Old No.54, New No.91, Secretriat colony, 2nd Street, Kilpauk, Chennai – 600 010.

**4.G NANDHINI (PAN:AITPN0208L)** W/o Gowthaman, aged about 39 years, residing at Prince Green Woods, A-302, Sandel Block, No.66, Vanagaram Road, Athipet, Chennai – 600 058.

**5.BHARTI NAVIN (PAN:AADPT0951E),** W/o NavinTalakshi, aged about 62 years, residing at No. 7D, Prince Apartments, 61, Ormes Road, Kilpauk, Chennai 600 010. All the above 1 to 5 are represented by their Power Agent CHETAN M SHAH **(PAN:AAVPS9064K)** S/o Manilal P Bheda, aged about 57 years, residing at, 301, Prince Regent, No.40, Thambusamy Road, Kilpauk, Chennai – 600 010 duly authorized by a Registered Power of Attorney Deed No.**627 of 2020** Dated; 23.01.2020 Registered at office of the Sub Registrar, Guduvanchery.

6. **CHETAN M SHAH(PAN:AAVPS9064K)** S/o Manilal P Bheda, aged about 57 years, residing at, 301, Prince Regent, No.40, Thambusamy Road, Kilpauk, Chennai – 600 010 for himself and on behalf of the 1 to 5, hereinafter called VENDORS which expression shall mean and include their legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns of the ONE PART.

**TO AND IN FAVOUR OF**

**GNANA KUMAR.R (PAN : AGIPR7242P),** S/o. Rathinavelu.V aged about 39 years residing at No.9,Vembulli amman kovil 2nd street, A-Block, F1, Gowrivakkam, Sembakkam, Selaiyur,Chennai-600 073 , Hereinafter called the **"PURCHASER"** which expression shall mean and include his heirs, successors, executors, administrators, legal representatives, attorneys and assigns of the OTHER PART.

**WHEREAS** the above said **PRINCIPALS** are the absolute OWNERS of the Property having an extent of **9 Acre 76 Cents** described in the table below, situated at Mambakkam Village, Thiruporur Taluk, Kancheepuram District which is within the registration district of South Chennai, Sub-Registration district of Guduvanchery. The Survey Numbers, Extent, Document through which the Purchase has been made, Patta details & the present owners are stated in the below table ( Schedule “A” ) hereunder;

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl.No** | **Survey No** | **Extent in Ares** | **Extent in Cent** | **Document No** | **Patta No** | **Owner** |
| 1 | 96/2A1 | 2.18 | 5.39 | 10216 / 2019 | 849 | HareeshVasanji |
| 2 | 96/1A1 | 10.92 | 27.42 | 10216 / 2019 | 849 | HareeshVasanji |
| 3 | 97/1A | 12.5 | 31 | 14220 / 2011 | 1107 | Sailesh P Shah |
| 4 | 97/1B2 | 19.02 | 47 | 2433 / 2014 | 2002 | Tulip Foundation P Ltd |
| 5 | 97/2 | 25.5 | 63 | 14102 / 2019 | 849 | HareeshVasanji |
| 6 | 98/1 | 52 | 128 | 9242 / 2012 | 1331 | Tulip Foundation P Ltd |
| 7 | 98/2 | 23.5 | 58 | 9242 / 2012 | 1331 | Tulip Foundation P Ltd |
| 8 | 99/1 | 81 | 23 | 11202/2014 | 1440 | G Nandhini |
| 8A | 99/1 | 177 | 11203/2014 | Tulip Foundation P Ltd |
| 9 | 99/2 | 39 | 19 | 7727 / 2013 | 1332 | Tulip Foundation P Ltd |
| 9A | 99/2 | 77 | 9242 / 2012 | Tulip Foundation P Ltd |
| 10 | 101/1 | 16 | 40 | 10216 / 2019 | 849 | HareeshVasanji |
| 11 | 101/2 | 18 | 44 | 9243 / 2012 | 1329 | Sailesh P Shah & Chaya S Shah |
| 12 | 101/3A | 33 | 82 | 6511 / 2019 | 1121 | Bharti Navin |
| 13 | 101/3B | 34.5 | 85 | 1872/2012 | 1120 | Chethan M Shah |
| 14 | 101/4 | 29 | 70 | 1874 / 2012 | 1131 | Tulip Foundation P Ltd |
| **Total** | | **396.12** | **9.76** |  |  |  |

**WHEREAS** the PRINCIPALS have applied for laying out a residential layout project on the above said land more particularly referred as Schedule “A” hereunder. Before the **“DEPUTY DIRECTOR”** Directorate Of Town And Country Planning (DTCP), Chengalpattu Region, and the said authorities have accorded the said proposal and Directed the Principals to handover the extents reserved for Roads, Parks in favour of “The Special Officer Mambakkam Panchayat” and area allocated for Electricity Provisions in favour of **THE SUPERINTENDING ENGINEER TANGEDCO/ CHENGALPATTU.**

**WHEREAS** based on the above directions the said PRINCIPALS herein have executed a Gift Deed in favour of **“THE SPECIAL OFFICER,MAMBAKKAM PANCHAYAT”** wide registered Gift Deed No.13523/2019 dated 29-10-2019 registered at office of the Sub-Registrar Guduvanchery, and also executed an another Gift Deed in favour of THE SUPERINTENDING ENGINEER TANGEDCO/CHENGALPATTU vide Registered Gift Deed No.13772/2019 dt. 31-10-2019 Registered at office of the Sub-Registrar Guduvanchery.

WHEREAS the Deputy Director ( DTCP ) have accorded the said proposal and issued a Planning Permission vide its **Planning Permit No.4/2020** dated 03-01-2020, subsequently the same proposal have been approved by “The Special Officer **MAMBAKKAM PANCHAYAT”** through its **Resolution No.NA.KA.131/2020/A1** dated 13-01-2020.Hence the said Layout has been approved and named as “**CITRUS COUNTY PHASE -I**” a residential Layout Project consisting 220 Plots which includes EWS Plots, Shop and Owners use, more fully described in the Annexure I of Schedule “B” hereunder.

WHEREAS in the above approved layout named as **“CITRUS COUNTY Phase-I”** more fully described in the Schedule “B” hereunder VENDORS has clear and marketable title over the properties more fully described on the **Schedule “B”** hereunder.

WHEREAS the **Plot No.214 & Western Portion of Plot no.215** are comprised in **Survey No.99/1 and 99/2** (more fully described in Schedule “C” hereunder), VENDORS are the absolute owners of the above scheduled property and has clear marketable and transferable title on their behalf.

WHEREAS the VENDORS herein have offered to sell **Plot No.214 & Western Portion of Plot no.215** with a divided share of land extent **2402 Sq.ft** more fully described in Schedule “C” hereunder for a sale consideration of sum **Rs.38,43,200/- (Rupees Thirty Eight lakhs Forty Three Thousand Two Hundred only)** and the PURCHASER has agreed to purchase the same for the said price, free of all encumbrances.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The sale consideration of the Schedule “C” Property is fixed at **Rs.38,43,200/- (Rupees Thirty Eight lakhs Forty Three Thousand Two Hundred only)**

2. The PURCHASER has paid a sum of **Rs.1,00,000/-(Rupees One Lakh only)** by cheque No. 000041, Drawn on 26.02.2020, HDFC Bank as advance, the receipt of which sum the VENDORs hereby acknowledge.

3. The balance payment of **Rs.37,43,200/- (Rupees Thirty Seven lakhs Forty Three Thousand Two Hundred only)** will be paid by the PURCHASER to and in favour of Mr. **CHETAN M SHAH** on IOB Mambakkam Branch **A/C No. 362302000000092** at the time of execution of the absolute Sale Deed and thus the Sale transaction shall come to an end.

4. The parties herein covenant to complete the Sale transaction and to execute the Absolute Sale Deed by the end of **30 Days** from the date of this Sale Agreement, failing which this agreement stands cancelled automatically and the Purchaser will be refunded the amount paid after deducting necessary service charges.

5. The VENDORS confirm with the PURCHASER that he/she has not entered into any agreement other than that of with the developer namely Shri Janani Homes (P) Ltd herein for sale, mortgage or exchange whatsoever with any other person relating to the Schedule “B” Property of this Agreement.

6. The VENDORS agree to put the purchaser in absolute and vacant possession of the schedule property after executing the sale deed and registering the same in the jurisdictional Sub-Registrar's office.

7. The VENDORS covenants with the purchaser that he/she shall not do any act, deed or thing creating any charge, lien or encumbrance in respect of the schedule property during the subsistence of this Agreement.

8. The VENDORS have specifically agreed and covenants with the PURCHASER that he/she shall do all acts, deeds and things which

are necessary and requisite to convey absolute and marketable title in respect of the schedule “B” property in favour of the PURCHASER or his nominee.

9. It is agreed between the parties that all expenses towards Stamp Duty and Registration charges shall be borne by the PURCHASER only.

10. The PURCHASER shall have the right to nominate or assign his

right under this agreement to any person / persons of his choice

and the VENDOR shall execute the sale deed as per terms and

conditions of this agreement in favour of the PURCHASER or his

nominee or assignee.

11. It is hereby expressly provided and agreed by the parties here to that both parties are entitled to enforce specific performance of the agreement against each other in case of breach of any conditions mentioned in this Agreement.

SCHEDULE –“A”

All that piece and parcel of Vacant land in Mambakkam Village, Thiruporur Taluk, Kancheepuram District which is at present Chengalpattu district within the registration district of South Chennai and Sub Registration District of Guduvanchery, Survey numbers & extent as detailed herein below:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Sl.No** | **Survey No** | **Extent in Ares** | **Extent in Cent** | **Document No** | **Patta No** | **Owner** |
| 1 | 96/2A1 | 2.18 | 5.39 | 10216 / 2019 | 849 | HareeshVasanji |
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| 3 | 97/1A | 12.5 | 31 | 14220 / 2011 | 1107 | Sailesh P Shah |
| 4 | 97/1B2 | 19.02 | 47 | 2433 / 2014 | 2002 | Tulip Foundation P Ltd |
| 5 | 97/2 | 25.5 | 63 | 14102 / 2019 | 849 | HareeshVasanji |
| 6 | 98/1 | 52 | 128 | 9242 / 2012 | 1331 | Tulip Foundation P Ltd |
| 7 | 98/2 | 23.5 | 58 | 9242 / 2012 | 1331 | Tulip Foundation P Ltd |
| 8 | 99/1 | 81 | 23 | 11202/2014 | 1440 | G Nandhini |
| 8A | 99/1 | 177 | 11203/2014 | Tulip Foundation P Ltd |
| 9 | 99/2 | 39 | 19 | 7727 / 2013 | 1332 | Tulip Foundation P Ltd |
| 9A | 99/2 | 77 | 9242 / 2012 | Tulip Foundation P Ltd |
| 10 | 101/1 | 16 | 40 | 10216 / 2019 | 849 | HareeshVasanji |
| 11 | 101/2 | 18 | 44 | 9243 / 2012 | 1329 | Sailesh P Shah & Chaya S Shah |
| 12 | 101/3A | 33 | 82 | 6511 / 2019 | 1121 | Bharti Navin |
| 13 | 101/3B | 34.5 | 85 | 1872/2012 | 1120 | Chethan M Shah |
| 14 | 101/4 | 29 | 70 | 1874 / 2012 | 1131 | Tulip Foundation P Ltd |
| **Total** | | **396.12** | **9.76** |  |  |  |

**SCHEDULE “B” PROPERTY**

Annexure I attached

**Schedule – “C”**

All that piece and parcel of vacant plot situated in “**CITRUS COUNTY PHASE -I** bearing **Plot No.214 sq.ft** having an extent of **1700 sq.ft** and **702 sq.ft** on the western portion of Plot no.215( out of the total area of1499 sq.ft)**,** measuring total extent of **2402 sq.ft** which is marked red in the Annexure – I layout approval copy comprised in **Survey No. 99/1 and 99/2** situated at Mambakkam Village, Thiruporur Taluk, ( Kancheepuram Dist. ) presently Chengalpattu district , which is within the registration district of Chennai south and Sub-Registration district of Guduvanchery.

BOUNDED ON THE:

NORTH BY: North by **25 Feet 1.75 Inches** in Plot no .214 &

**14 Feet 0.25 Inches** in Plot no.215

( Extent **39 Feet 2 Inches** )

SOUTH BY: **34 Feet 11.75 Inches** in Plot no.214 &

**14 Feet 0.25 Inches** in Plot no 215

( Extent **49 Feet )**

EAST BY :  **50 Feet**

WEST BY :  **40Feet 2 Inches**

**At the Centre admeasuring an extent of 2402 Sq.ft.**

**North to South on the Eastern Side** : Remaining portion of Plot No.215

**North to South on the Western Side** : 10 Meter wide Road

**East to West on the Northern Side** : 12 Meter wide Road

**East to West on the Southern Side** : Plot no. 212 & 213

The Present Market Value of the **Schedule ‘C’** property is **Rs.38,43,200/- (Rupees Thirty Eight lakhs Forty Three Thousand Two Hundred only)**

IN WITNESS WHEREOF THE ABOVE-MENTIONED VENDOR, CONFIRMING PARTY AND PURCHASER HAVE SIGNED THIS SALE AGREEMENT ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF:

**VENDOR**

**PURCHASER**

**Witness:-**

**1)**

**2)**