

SALE AGREEMENT

This Sale Agreement is executed at Chennai, **29th** day of **JUNE 2021**.

BETWEEN

By **Ms.R.SHOBANA, (PAN:AALPS5460K, Aadhar Card No.3857 4735 1178)**, D/o. Mr.S.Raghavan, aged about 55 years, residing ~~No14, Gopal Street, T.Nagar, Chennai—600 047,~~ **at Flat D, Nutech Apoorva, 9, 65th street, 12th Avenue, Ashok Nagar, Chennai 600083**, hereinafter called the “**VENDOR**” of the First Part:

AND

Mr.CHITHAMBARATHANU.T, (PAN:AFXPC4105N, Aadhar Card No.6866 2549 2756), S/o.Thirunelvly Perumal, aged about 44 years, residing at No.293, Chetty Street, Kottar, Nagercoil, Agasteeswaram, Kanniyakumari, Tamil Nadu – 629002, hereinafter called the “**PURCHASER**” of the Second Part:

The expression of the terms “**VENDOR**” and “**PURCHASER**” wherever they occur shall mean and include themselves, their respective heirs, executors, administrators, legal representatives and assignees and nominees unless and until it is repugnant to the context or meaning thereof.

:WITNESSETH AS FOLLOWS:

WHEREAS the land extent of **18/78th Undivided share** of land out of **2800 Sq.ft.**, bearing **Flat No.A, in First Floor**, having plinth area **902 Sq.ft.**, bearing **Plot Nos.C-67, Hindu Colony, Nanganallur, Chennai – 600 061**, Comprised in **Survey No.28/1(Part)**, MMDA Planning Permit No.82/96, dated 12.3.96 and BL No.82/96, dated 12.3.96, situated at **THALAKKANANCHERY VILLAGE**, Saidapet Taluk, Chengalpattu M.G.R.District, within the registration District of South Madras and the Registration Sub-district of Alandur, she having purchased from Smt.N.Chandra, W/o.Sri.K.Lakshminarasimhan, represented by their duly constituted General Power of Attorney Agent Sri.D.Nammalwar, S/o. Sri.P.Doraiswamy Naidu, (General Power of Attorney dated 15.02.1996 and registered as **Doc.No.79/1996**, Book IV, in SRO Alandur), by a registered Sale Deed dated 26.07.1996, registered as **Document No.2521 of 1996**, Book I, in the Sub Registrar of Alandur, and **Construction** Agreement dated _____, constructed by **M/s.SRI SASTHA BUILDERS**, represented by its Proprietor **Mr.D.Nammalwar**, bearing **Flat No.A, in First Floor**, having plinth area **902 Sq.ft.**, with all the amenities, fixtures, and fittings and the T.N.E.B Service Connection and the security deposit therefore and the other appurtenances, more fully

described in the schedule hereunder, and since then, the VENDOR is in continuous, uninterrupted peaceful possession and absolute enjoyment thereof, with full powers of alienation, without any let or hindrances.

AND WHEREAS the VENDOR has offered to sell Schedule mentioned property and the PURCHASER has agreed to buy the said property more fully described in the schedule hereunder written for a sum of **Rs.59,00,000/- (Rupees Fifty Nine Lakhs Only)** net free from all encumbrances and the VENDOR has agreed to it.

NOW THIS DEED OF ABSOLUTE SALE WITNESSES:

That in pursuance of the said offer and acceptance and in consideration of the payment of **Rs.59,00,000/- (Rupees Fifty Nine Lakhs Only)** in the following manner:

- I. The PURCHASER has paid a sum of **Rs.1,00,000/- (Rupees One Lakh Only) Advance** by way of IMPS Ref.No.112910958601, dt.09.05.2021, City Bank, Chennai Bank.
 - II. **Rs.58,00,000/- (Rupees Fifty Eight Lakhs Only)** being the balance sale consideration will be paid on the date of registration to the PURCHASER here in on the schedule property paid at the time limit for the agreement is 3 months from the date of Sale Agreement favouring the VENDOR to the PURCHASER here in on the schedule property.
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1. The VENDOR further covenant that the property hereby sold, is free from all encumbrances, charges, claims, demands, Attachment by any Court/Revenue Authorities/individual persons/statutory authorities and the Schedule mentioned property is not the subject matter of any acquisition proceedings, Tax Recovery Proceedings, prior agreement of Sale, Lispendens or injunction orders whatsoever, by which the VENDOR is legally prevented from alienating the schedule mentioned property either in part or whole, in any manner.
 2. The VENDOR further covenants and declares that he has good and perfect title to the schedule mentioned Property and has absolute power and right to transfer the schedule mentioned property in favour of the PURCHASER through this instrument.

3. The VENDOR does hereby declare that he has paid all property tax, water tax and other charges levied by the Local Authorities, in respect of the Schedule Mentioned Property till date.
4. The VENDOR hereby declares that he has not done or knowingly suffered or has been a party or privy to any act or deed, whereby any part of the Schedule Mentioned Property may be impeached or affected in title or otherwise.
5. The VENDOR hereby covenants with the PURCHASER that he will indemnify and keep the PURCHASER indemnified against all claims, losses, expenses, damages incurred in any actions at Law, suits and any statutory proceedings, which the PURCHASER may have to put to, by reason of any defect in title of the VENDOR herein, in respect of the Schedule Mentioned Property.
6. The VENDOR herein, undertakes to execute any letters, declarations, consent letters and Forms, at any time, at the request of the PURCHASER, which are essential in assuring better title to the PURCHASER, in respect of the schedule mentioned property.
7. The VENDOR herein declares that the PURCHASER shall be at liberty, to effect necessary mutations in the Revenue Records of the Schedule Mentioned Property, on the strength of this Deed of Absolute Sale, without reference to the VENDOR herein, after the registration of the mentioned property in the name of the PURCHASER.
8. It is mutually agreed between the VENDOR and the PURCHASER that in case the Bank Loan applied for purchase of the said property by the PURCHASER is not sanctioned on any reason, the PURCHASER is at liberty to cancel the Sale Agreement, in which case the VENDOR agrees to return the advance sale consideration received from the PURCHASER immediately without any delay.
9. If the PURCHASER fails to make complete payment within **3 2** months from the date of this sale agreement, then the VENDOR has the right to cancel this Sale Agreement.
10. The time limit for the agreement is **3 2** Months from the date of Sale Agreement.

SCHEDULE 'A' PROPERTY

ALL THAT PIECE AND PARCEL OF LAND AND BUILDING measuring an extent of **2800 Sq.ft.**, bearing **Plot Nos.C-67, Hindu Colony, Nanganallur, Chennai – 600 061**, Comprised in **Survey No.28/1(Part)**, MMDA Planning Permit No.82/96, dated 12.3.96 and BL No.82/96, dated 12.3.96, situated at **THALAKKANANCHERY VILLAGE**, Saidapet Taluk, Now Alandur Taluk, Chengalpattu M.G.R.District, Now Kancheepuram District, and Bounded as follows:

NORTH BY : Plot No.C-61,
SOUTH BY : Road,
EAST BY : **Children's** Park,
WEST BY : Plot No.C-66.

Admeasuring

NORTH BY : 40 Feet,
SOUTH BY : 40 Feet,
EAST BY : 70 Feet,
WEST BY : 70 Feet.

SCHEDULE 'B' PROPERTY **(Property hereby conveyed)**

Bearing **Flat No.A, in First Ground Floor**, having plinth area **902 Sq.ft.**, with all the amenities, fixtures, and fittings and the T.N.E.B Service Connection and the security deposit therefore and the other appurtenances, **18/78th** Undivided share of land out **2800 Sq.ft.**, of the Schedule "A" above mentioned property with all its common amenities, rights, interest and title thereon situated within the Registration Sub-District of Alandur, and Registration District of Chennai South.

IN WITNESS WHEREOF THE VENDOR AND THE PURCHASER HAVE SET THEIR HANDS AND SIGN ON THE DAY, MONTH AND YEAR, FIRST ABOVE WRITTEN IN THE PRESENCE OF WITNESSES:-

PURCHASER

VENDOR

WITNESSES:-

1.

2.