



तिमलनाडु TAMIL NADU

90AB 667825

No. 1481/@/94

A.T. VIJAYAKUMAR
STAMP VENDOR

1. West Karikalan Street,
Adambakkam, Chennai-88

SALE AGREEMENT

This Sale Agreement is executed at Chennai, 16th day of JULY 2021.

BETWEEN

By Ms.R.SHOBANA, (PAN:AALPS5460K, Aadhar Card No.3857 4735 1178), D/o. Mr.S.Raghavan, aged about 55 years, residing Flat No.D, Nutech Apoorva, Door No.9, 65th Street, 12th Avenue, Ashok Nagar, Chennai – 600 083, hereinafter called the "VENDOR" of the First Part:

AND

Mr.CHITHAMBARATHANU.T, (PAN:AFXPC4105N, Aadhar Card No.6866 2549 2756), S/o.Thirunelvely 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:

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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 Plot No.C-67, Hindu Colony, Nanganallur, Chennal — 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 WHEREAS the Vendor have entered into Construction Agreement dated 30.05.1996, constructed by M/s.SRI SASTHA BUILDERS, represented by its Proprietor Sri.VENKATARAMANA, S/o.Sri.D.Nammalvar, for construction of Flat No.A, in 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, 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.

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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:

- 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 Branch.
- II. The PURCHASER also agrees now to pay a sum of Rs.10,00,000/- (Rupees Ten Lakhs only) as Advance payment on or before 10th, August, 2021
- III. Rs.48,00,000/- (Rupees Fourty Eight Lakhs Only) being the balance sale consideration will be paid on the date of registration by the PURCHASER to the VENDOR here in has agreed in the said sale agreement for a time limit of 2 months failing which the agreement will stand cancelled.
- 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.
- The VENDOR further covenants and declares that she has good and perfect title to the schedule mentioned Property and has absolute power and right to transfer the schedule mentioned property in favor of the PURCHASER through this instrument.
- 3. The VENDOR hereby covenants that all the taxes, charges to the concerned authorities relating to the Schedule mentioned property as on the date of this Sale Agreement has been paid by the VENDOR. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the VENDOR to clear the same.
- 4. The VENDOR hereby declares that she 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 of affected in title or otherwise.

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- 5. The VENDOR hereby covenants with the PURCHASER that she will indemnify and keep the PURCHASER indemnified against all claims, losses, expenses, damages incurred in any actions by 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.
- The Vendor hereby covenants that she shall sign, verify and execute such further documents as are required so as to effectively transfer the Schedule mentioned property unto and in favour of the Purchaser in the concerned departments.
- 7. It is mutually agreed between the VENDOR and PURCHASER that the PURCHASER shall be solely responsible for payment of any sales taxes, GST, Service tax or any other similar levy that may become leviable with respect to the sale of the property mentioned in Schedule B.
- 8. 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.
- 9. 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 for 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.
- 10. The time limit for this sale agreement is 2 Months from the date of Sale Agreement.
- 11. The PURCHASER do hereby covenant with the VENDOR and through the VENDOR with other owners of tenements in Sabari Sastha as follows:
 - i. The PURCHASER shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Flat is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective flats in Sabari Sastha.

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- ii. That the PURCHASER has examined the title deeds, plans, extent of the flat, permissions and other documents and is fully satisfied with the same and the PURCHASER shall not hereafter, raise any objection on this account.
- iii. That the PURCHASER shall become a member of the Sabari Sastha Owners Association that has been / shall be formed by / for the Owners of the flats in Sabari Sastha constructed on the property mentioned in Scheduled Ä. As a member, the PURCHASER shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services.
- iv.The PURCHASER alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Flat from the date of delivery of its possession by the VENDOR to the PURCHASER.

SCHEDULE 'A' PROPERTY

ALL THAT PIECE AND PARCEL OF LAND AND BUILDING measuring an extent of 2800 Sq.ft., bearing Plot No.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 Chennai District, and Bounded as follows:

NORTH BY : Plot No.C-61,

SOUTH BY : Road,

EAST BY : Children's Park,

1914 75

WEST BY : Plot No.C-66.

Admeasuring

NORTH BY: 40 Feet,

SOUTH BY: 40 Feet, EAST BY: 70 Feet,

WEST BY : 70 Feet

WESTBY: 70 Fee

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SCHEDULE 'B' PROPERTY (Property hereby conveyed)

Bearing Flat No.A, in 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

WITNESSES:-

1. Showy.

(SHREYA SRIVATSAN)

FLAT-D, NUTECH APOORVA,

9,65th St, 12th AVE, CH-83

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VENDOR

Shobana Raghavan