AGREEMENT OF SALE

THIS AGREEMENT OF SALE is entered into at Chennai on this the _____ day of _____ 2026, between:

1. **Mr. AMARCHAND KOTHARI – [PAN – AAIPK7093H] – [AADHAAR – 7157 2539 0255], son of Late JAWARILAL KOTHARI, Hindu, aged 77 years, hereinafter called the "FIRST VENDOR",**
2. **Mrs. BADAL KANWAR [PAN – AADPK0039N] – [AADHAAR – 4917 8615 7426], wife of Mr. AMARCHAND KOTHARI, Hindu, aged 72 years, hereinafter called the "SECOND VENDOR",**
3. **Mr. SUNIL KOTHARI – [PAN – AZMPS9493C] – [AADHAAR – 3602 0073 7752], son of Mr. AMARCHAND KOTHARI, Hindu, aged 49 years, hereinafter called the "THIRD VENDOR",**
4. **Mrs. SANGEETHA JAIN – [PAN APDPS8655K] – [AADHAAR – 3608 2753 3852], wife of Mr. SUNIL KOTHARI, Hindu, aged 49 years, hereinafter called the "FOURTH VENDOR",**
5. **Mr. ANIL KOTHARI – [PAN – ADGPA1669J] – [AADHAAR – 2563 0549 8953], son of Mr. AMARCHAND KOTHARI, Hindu, aged 48 years, hereinafter called the "FIFTH VENDOR"**
6. **Mrs. USHA JAIN – [PAN – AABPJ7804J] – [AADHAAR – 6109 7434 1544], wife of Mr. ANIL KOTHARI, Hindu, aged 46 years, hereinafter called the "SIXTH VENDOR"**

Sunil Kothari.

all are residing at Door No.16, Dr. Sadasivam Road, Thyagaraya Nagar, Chennai – 600 017,

the First Vendor, Second Vendor, Fourth Vendor, Fifth Vendor and Sixth Vendor herein represented by their duly appointed Power Agent

Mr. Sunil Kothari, [AADHAAR – 3602 0073 7752], Son of Mr. Amarchand Kothari, Hindu, aged 49 years, residing at Door No; 16, Dr. Sadasivam Road, Thyagaraya Nagar, Chennai – 600 017 [Power of Attorney dated 24.08.2021 registered as document No: 7134 of 2021, on the file of SRO – Pallavaram] and

the First Vendor, Second Vendor, Third Vendor, Fourth Vendor, Fifth Vendor and Sixth Vendor are hereinafter collectively called the "VENDORS" which term shall mean and include wherever the context so requires or permits their respective heirs, legal representatives, executors, administrators and assigns of the ONE PART:

AND

Mr.

hereinafter called the "PURCHASER/S" which term shall mean and include wherever the context so requires or permits his/her/their respective heirs, legal representatives, executors, administrators and assigns of the OTHER PART:

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WHEREAS the Vendors herein represent that they have purchased, from and out of their own funds, the land in extent of 73248 [168 cents], square feet, in and by various sale deeds, as mentioned hereunder;

S. No	Survey Number	Deed details Extent	Details
01	S. Nos: 73/3 73/4 T. S. No 11/4 & 11/5 Ward "F" Block 95	Sale deed No: 6082 of 2007 dated 19.12.2007 SRO, Pallavaram 62 Cents 27032 Square feet	1) Mr. S. Myalarassu 2) Mr . Elango TO AND IN FAVOUR OF 1) Mr. J. Vijaykumar Nahar, 2) Mr. J. Jaykumar Nahar, 3) Mr. A. Sunil Kothari, 4) Mr. A. Anil Kothari 5) Mr. G. C. Bohra and 6) Mrs. Ranjana Bohra
02	S. Nos: 73/3 73/4 T. S. No 11/4 & 11/5 Ward "F" Block 95	Sale deed No: 200 of 2019 dated 07.01.2019 SRO, Pallavaram 62 Cents 27032 Square feet 2/6th share in 62 cents	1) Mr. J. Vijaykumar Nahar, 2) Mr. J. Jaykumar Nahar, TO AND IN FAVOUR OF 1) Mr. Amarchand Kothari 2) Mrs. Badal Kanwar
03	S. Nos: 73/3 73/4 T. S. No 11/4 & 11/5 Ward "F" Block 95	Sale deed No: 201 of 2019 dated 07.01.2019 SRO, Pallavaram 62 cents 27032 Square feet 2/6th share in 62 cents	1) Mr. G. C. Bohra 2) Mrs. Ranjana Bohra TO AND IN FAVOUR OF 1) Mrs. S. Sangeetha Jain 2) Mrs. Usha Jain
04	S. No: 73/2	Sale deed No: 1935 of 2011	Mr. T. S. Murugesan

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	T. S. No; 11/3	dated 07.04.2011 21 cents 9156 Square feet	TO AND IN FAVOUR OF 1) Mr. Amarchand Kothari, 2) Mrs. Badal Kanwar, 3) Mr Sunil Kothari, 4) Mr. Anil Kothari, 5) Mrs. S. Sangeetha Jain 6) Mrs. Usha Jain
05	S. No: 73/2 T. S. No; 11/3	Sale deed No: 2177 of 2011 dated 21.04.2011 35 cents 15260 Square feet	Mr. P. Hariharan TO AND IN FAVOUR OF 1) Mr. Amarchand Kothari, 2) Mrs. Badal Kanwar, 3) Mr Sunil Kothari, 4) Mr. Anil Kothari, 5) Mrs. S. Sangeetha Jain & 6) Mrs. Usha Jain
06	S. No: 72/10 T. S. No: 13/10	Sale deed No: 4398 of 2011 dated 01.08.2011 50 cents 21800 Square feet	1) Mr. C. Nagendran, 2) Mr. C. Ganesan, 3) Mrs. Dharani alias Mrs. Dhanalakshmi, 4) Mrs. C. Alamelu, 5) Mr. Ramesh, 6) Mrs. K. Gnanasoundari, 7) Mrs. S. Kalaiselvi TO AND IN FAVOUR OF 1) Mr. Amarchand Kothari, 2) Mrs. Badal Kanwar, 3) Mr Sunil Kothari, 4) Mr. Anil Kothari, 5) Mrs. S. Sangeetha Jain 6) Mrs. Usha Jain

Sunil Kothari

WHEREAS the Vendors herein have jointly applied for Patta in respect of the subject lands from the Revenue Authorities and Revenue authorities have issued three joint Pattas in favour of the Vendors herein, and;

WHEREAS the Vendors herein with a view to sell the subject lands divided the same into Plots having different sizes, have jointly applied for the approval of layout / sub-division of plots, with The Commissioner, Tambaram Corporation, Tambaram Taluk, Kancheepuram District, and;

WHEREAS the Vendors to comply with the rules and regulations prevailing for the approval of layout / sub-division of plots, represented by their duly appointed Power Agent Mr. Sunil Kothari, have jointly transferred the lands in extent of 1760 square meters reserved for Roads, 26.5 Square meters for Public Purpose – I and another 26.5 square meters for Public Purpose – 2 [TANGEDO], to and in favour of The Commission, Tambaram Corporation, Tambaram Taluk, Kancheepuram District, in and by a Gift deed dated 06.06.2023, registered as document No: 5825 of 2023, on the file of SRO, Pallavaram, and;

WHEREAS in compliance of the above gift, Chennai Metropolitan Development Authority, granted permission for the layout, having 30 Nos plots, comprised in Survey Nos: 13/10, 11/3, 11/4 and 11/5, ward F, Block No: 95, Hastinapuram Village, Pallavaram Taluk, Kancheepuram District, vide Planning Permit No: 15519 – PPD – LO No: 203 of 2023, dated 24.07.2023 and;

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WHEREAS Subsequently, Commissioner, Tambaram Municipal Corporation has granted permission and approved for the layout, having 30 Nos plots, comprised in Survey Nos: 13/10, 11/3, 11/4 and 11/5 vide his letter No: 009/26/03/01 dated 09.02.2026, and;

WHEREAS ever since the date, the Vendors have been in absolute, continuous and undisputed possession and` enjoyment of each of their 1/6th undivided share and interests in the schedule mentioned property in their own rights, paying taxes and all other public charges, and;

WHEREAS the Vendors represent that they have good and marketable title to the schedule mentioned property and except the Vendors no one else has any right, title, claim, share, demand, interest whatsoever in or upon the said property more fully described in the schedule hereunder, and;

WHEREAS the Vendors represent that the subject property is not the subject matter of any pending litigation, mortgage, charge, lien, lispendens whatsoever and that they have good and marketable title to it, and;

WHEREAS making such representations, the Vendors offered to sell the said vacant plot No: ____, in extent of _____ square feet, more fully described in the schedule hereunder to and in favour of the Purchaser/s and the Purchaser/s also acting on the representations of the Vendors to be true and bonafide has come forward to buy the said plot, free of all encumbrances, and;

NOW THIS AGREEMENT OF SALE WITNESSETH the terms and conditions mutually agreed to between the Vendors and the Purchaser/s:

(1) The property hereby offered to be sold and agreed to be purchased is more fully described in the Schedule hereunder.

(2) The sale consideration mutually fixed for the schedule mentioned property is Rs._____/- [_____] only, free of all encumbrances.

(3) The Purchaser/s has/have this day, paid a sum of Rs. 0,00,000/- (_____ lakhs) only by way of _____, to the Vendors towards advance sale consideration, the receipt of which, the Vendors do hereby admit and acknowledge.

(4) The proposed sale is subject to the approval of title of the Vendors by the Advocate for the Purchaser/s and for this purpose the Vendors do agree to arrange for giving inspection of all original title deeds and revenue records relating to the subject property to the Advocate for the Purchaser/s herein.

(5) In the event of non-approval of the title of the subject property by the Advocate for the purchaser/s, the Vendors shall refund the advance paid without any interest.

(6) The Purchaser/s undertake to pay the balance sale consideration of Rs. 00,00,000/- [_____] only to the Vendors, within 30 [thirty] days from this date.

(7) The Purchaser/s shall deduct Tax deducted at source as applicable at the time of registration.

(8) The sale transaction is to be completed within 30 [thirty] days from this date. Time is essence of this agreement.

(9) The Vendors undertake to execute the sale deed free of encumbrances and hand over vacant possession of the schedule mentioned property and the xerox copy of the title documents of the subject property, at the time of registration of the Sale Deed.

(10) The stamp duty and registration fees and other incidentals for registration of the sale deed in favour of the Purchaser/s shall be borne by the Purchaser/s only.

(11) The Vendors do agree to execute sale deed in favour of the Purchaser/s and/or their nominee/s, across receipt of entire sale consideration of Rs. [_____) only, if paid within the stipulated time.

(12) The proposed transaction is to be free from all encumbrances whatsoever.

Sunil Kalra

(13) The Vendors shall pay the taxes and other public charges, if any, till the date of registration.

(14) The Vendors declare that they have not entered into any similar Agreement of Sale pertaining to schedule mentioned property and they will not create any encumbrance, mortgage, charge or lien over the subject property during the subsistence of this agreement.

(15) In case of default on the part of the Purchaser/s, he/she/they shall forfeit ten per cent [10%], from the advance amount paid by them besides liable for damages sustained by the Vendors.

(16) In case of default on the part of Vendors, they shall be liable for Specific Performance, besides being liable for the damages, if any, sustained by the Purchaser/s due to the default by the Vendors.

SCHEDULE
[PROPERTY HEREBY SOLD]

Vacant land bearing Plot No: ___ situated in "KOTHARI NAGAR", measuring an extent of _____ square feet or thereabouts, comprised in Survey Nos: 73/3, 73/4, 73/2, 72/10, as per Town Survey land records Town Survey No: 11/4, 11/5, 11/3 and 13/10, Ward "F", Block No: 95 of Hastinapuram Village, Tambaram Taluk, now Pallavaram Taluk, Kancheepuram District and the layout approved by Chennai Metropolitan Development Authority, vide Planning Permit No: 15519 - PPD/LO 203/2003

dated 24.07.2023 and permission granted by The Commissioner, Tambaram City Municipal Corporation vide their letter No: 009/26/03/01 dated 09.02.2026 and the plot is being bounded on the:

North by :

East by :

South by :

West by :

Having linear measurement of:

North to South on both sides :

East to West on both sides :

In all measuring an extent of _____ square feet,

situated within the Registration sub-District of Pallavaram and Registration District of Chennai – South.

IN WITNESS WHEREOF the Vendors and the Purchasers have signed this Agreement of Sale on the day, month and the year first above written in the presence of:

WITNESSES:

1)

Sunil Kothari

[Sunil Kothari, the Third Vendor For Self and as Power Agent for Vendors 1, 2, 4, 5, 6]

[PURCHASER/S]

2)