AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE IS MADE AT CHENNAI ON THIS --TH DAY OF ----------, 2024 BY AND BETWEEN

; 1.Mr.M.Sampath (ID–PAN-GIRPS2787H) (AADHAR NO.639556074558) S/o.Late Mr.A.R.Munusamy, aged 70 Years, **2.Mrs.M.Meera(**ID-PAN -IKOPM9072C) (Aadhaar No.809257673592) D/o. Late Mr.A.R.Munusamy, aged 68 Years, **3.Mr.M.Srinivasan** (ID-PAN-CLNPS6840N) (Aadhaar No.319625748008) S/o.Late Mr.A.R.Munusamy, aged 63 Years, **4.Mr.A.M.Venkatesan** (ID-PAN-ACWPV0880D) (Aadhaar No.989820024038) S/o.Late Mr.A.R.Munusamy, aged 60 Years, and **5.Mr.M.Veeraraghavan** (ID-PAN-ACKPV4684M)(Aadhaar No.212649715258) S/o.Late.A.R.Munusamy, aged 56Years all are residing at Door No.18/33, Perumal Koil Street, Konrajan Kuppam, Ayanambakkam, Chennai-600095 all are represented through their **General power of Attorney Mrs.V.Jayasri** (PAN AECPJ7054B,Aadhaar No.453185983869,Mobile No.7200355666) wife of Mr.N.Rajasekar, aged about 48 Years, residing at Flat No.FO1,PACE Sunshine Park, Block No.366 and 367,11th Street, Extension, Z Block, Anna Nagar,Chennai-600040 **vide registered General Power of Attorney bearing Doc.No.5231 of 2023, dated 13.07.2023, registered with SRO, Konnur** hereinafter called the **"VENDOR"** of the **FIRST PART.**

TO AND IN FAVOUR OF

----------,(ID–PAN ----------) (AADHAR NO----------) (MOBILE NO.----------**),** S/D/W/o ----------, aged about -------- years, residing at No.---------- ---------- hereinafter called the **"PURCHASER"** of the **OTHER PART**

The terms "VENDOR" and the "PURCHASER" wherever the context so permits, mean and include their heirs, executors, administrators, legal representatives and assigns.

V. Jaya

Whereas the "VENDORS" are the absolute owners of all the piece and parcel of agricultural Land measuring an extent of **Acre 1.19 Cents, Comprised in Survey No.509 and another extent measuring Acre0.94 Cents comprised in Survey No.510/1,old Patta No 54 and present Patta No.128,altogether measuring Acre02.13Cents** situated at Ayanambakkam Village, Poonamallee Taluk and Thiruvallur District, and more fully described in the **Schedule mentioned Property** hereunder, they have Jointly inherited the said extent of land by the way of Ancestral Property acquired by their Grand Mother Late. Smt.Thayarammal.

Whereas the "VENDORS" are jointly mutated revenue records pertaining to the schedule mentioned property and obtained joint Patta bearing **Patta No.6358** from the Revenue Authority.

Whereas the "VENDORS" Grandmother Smt.Thayarammal, who had purchased the agricultural Land measuring an extent of Acre 1.19 Cents, Comprised in Survey No.509 and another extent measuring Acre0.94 Cents comprised in Survey No.510/1, Old Patta No 54, altogether measuring Acre02.13Cents from P.S.Seetharaman Naidu S/o.P.S.Rajagopal Naidu and another one P.S.Jeganathababu represented through his natural guardian and grandmother Mrs.P.S.Nagarathinammal W/o.P.S.Rajagopal Naidu under registered sale deed bearing Doc.No.1577 of 1940 dated on 02.09.1940 registered with SRO,Saidapet.

Whereas the **VENDORS** through their General Power of Attorney had converted their land measuring an **Acre 1.19 Cents, Comprised in Survey No.509 and another extent measuring Acre0.94 Cents comprised in Survey No.510/1,old Patta No 54 and present Patta No.128, altogether measuring Acre02.13Cents** situated at Ayanambakkam Village, Poonamallee Taluk and Thiruvallur District into residential Plots Layout in the name and style of "GREEN DALE" and submitted the application for approval from the Chennai Metropolitan Development Authority with regard to the approval process they have jointly executed a Gift Deed through

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their General Power of Attorney to and in favour of Thiruverkadu Municipality represented by its Commissioner, an Extent of land measuring **2684Sq.Mtrs** for **Road Alignment portion** (Proposed Road) purpose, an another extent measuring **33.0 Sq.Mtrs as Public Purpose Site-1**(reserved for Local Body) and another extent measuring **38.0 Sq.Mtrs as Public Purpose Site-2**(reserved for TANGEDCO)altogether measuring **total extent of 2755Sq.Mtrs gifted from and out of total extent measuring 8600Sq.Mtrs** Which is fully Described as '**Schedule B Mentioned property''** gifted from and out of total extent measuring Acre 02.13 Cents described in Schedule 'A' and the said Gift Deed has been registered under Doc.No.4711 of 2024 Book-I, dated 22.07.2024 registered with in the office of the Sub Registrar, Konnur.

WHEREAS the VENDORS have sub divided the remaining area of Schedule "A" Property after gifted an Extent of **2755Sq.Mtr** for Road Alignment portion purpose, Sply, Public Purpose and for TANGEDCO, into house sites in the name and style of **"GREEN DALE"** which is **consists of 59 residential house sites** and got Layout approval from the **CMDA**, vide **Approval Letter No.L1/0152/2024 Dated 29.07.2024,Plan approval No.PPD/LO.No.163/2024 dated 29.07.2024,Planning Permit No.15880,and Thiruverkadu Municipality Commissioner proceedings and approval No.Na.Ka.No.4559/2024/F1 Dated 28.10.2024** which is more fully described in the **Schedule "C"** mentioned Property hereunder which is formed part and parcel of Schedule "A" mentioned property.

Whereas the **VENDORS** are the absolute owners and they are in exclusive possession and enjoyment of the "Schedule C" property which is part and parcel of the Schedule A" mentioned property and the same is free from all encumbrances.

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Whereas the Vendors have jointly executed Deed of General Power of Attorney to and infavour of Mrs.V.Jayasri wife of Mr.N.Rajasekar and appointed her as their general power agent to take care of their lands described in detail under schedule mentioned property under registered General Power of Attorney Deed bearing **Doc.No.5231 of 2023, dated 13.07.2023, registered with SRO, Konnur** The General Power of Attorney is still in force and the Principal is alive till date.

WHEREAS the VENDORS herein through their General Power of Attorney have offered to sell one of their residential plot in the above said layout all the piece and parcel of Vacant Land bearing **Plot No.--------,** situated at **"GREEN DALE"**, which is morefully described in the Schedule "C" property and Comprised in Punjai Survey No.509 and 510/1, **Patta No.6358,** situated at Ayanambakkam Village, Poonamallee Taluk, Thiruvallur District, measuring an extent of ------- **Sq.Mts or** --------- **Sq.Ft** from and out of Schedule "A" mentioned Property hereunder to the PURCHASER for a sale consideration of **Rs.----------/-(Rupees ---------- only)**free from all encumbrances and PURCHASER has agreed to purchase the Schedule mentioned Property for a total sale consideration of a sum of **Rs.----------/-(Rupees ----------only)**free from all encumbrances. Now the **VENDOR** is in sole and absolute possession and continuous enjoyment of the said property.

The **PURCHASER** have inspected the Said Land on which the Plot is located, verified **CMDA** Approved Plan and all other documents relating to the title, competency of the VENDOR and the **PURCHASER** as confirmed that the **PURCHASER** is fully satisfied in all respects including the **VENDORS** rights, title and interest on the Said Land on which the Said Project is being Developed and as further understood all the limitations and obligations of the **VENDORS** in respect there of the **PURCHASER** confirms

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that the **PURCHASER** does not require any further investigations in this regard and the **PURCHASER** is fully satisfied in all respects.

The **PURCHASER** hereby confirms to the **VENDORS** that the **PURCHASER** is entering into this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Land in general and Said Project and this Agreement in particular and that the **PURCHASER** has clearly understood his / her / their rights, duties, responsibilities, obligations under each and all of the Clauses of this Agreement. The **VENDORS are** relying on the confirmations, representations, and assurances of the **PURCHASER** to faithfully abide by all the terms, conditions and stipulations contained in this Agreement has accepted in good faith and is now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

NOW THIS DEED OF ABSOLUTE SALE WITNESSETH:

1. That in pursuance of the above said agreement and in consideration of a sum of **Rs.----------/-(Rupees ---------- only)**has been paid by the PURCHASER to the VENDORS in the following manner and the receipt of the same has been acknowledged by the Vendors to the PURCHASER;
2. The party of PURCHASER has paid an advance amount towards sale consideration for the schedule "C" property to the party of the VENDOR in the following manners

   a. Rs.----------/- (Rupees ---------- Only) has been paid by the way of cheque payment/ **Funds Transfer/NEFT/IMPS bearing Ref No.----------** drawn at ---------- Bank, Dated on ----------2024.

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b. The purchaser has also agreed to pay the **balance sale consideration Rs.----------/-(Rupees only)** and it will paid by the way of Demand Draft/Bankers Cheque to the Vendor on or before ----------.2024 (i.e.)--------- days from the date of signing this agreement for sale.

3. The party of the PURCHASER do hereby undertake to pay the party of the VENDORS herein the aforesaid sum as provided above, without demand and without default.

4. In the event of the party of the PURCHASER failing to pay the sale consideration, the party of the VENDORS may at their own discretion to terminate this agreement for sale immediately of the PURCHASER and dispose of the schedule "C" property proposed to be acquired by the party of the PURCHASER to anyone of the choice of the party of the VENDORS and refund of such sums of money as received by the party of the VENDORS from the party of the PURCHASER under this agreement without interest.

5. All refunds shall be made only after identifying the alternate purchaser and after receipt of the sale consideration from them.

6. If such sums, as demanded by the party of the VENDORS shall be faithfully and promptly paid by the party of the PURCHASER to the party of the VENDORS, without any demur, in default of which such sums let in arrears shall bear interest mentioned in the demand notice issued by such Statutory authorities.

7. The party of the PURCHASER shall be required to complete all registration formalities after due compliance with the payment terms. In the event of delay/default by the party of the PURCHASER beyond the stipulated time period, for any reason whatsoever, any additional expenses towards stamp duty, registration fees and levy of additional taxes or liabilities on the party of the VENDORS shall be borne by the party of the PURCHASER.

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8. The party of the PURCHASER shall bear all stamp duty, registration charges and all incidental expenses for registering the Sale Deed and doth hereby undertake to pay on demand to the party of the VENDORS, all expenses towards stamp duty, registration fees, legal and incidental expenses in the nature of personal services rendered by the party of the VENDORS for conveyance of Schedule "C" Property in favour of the party of the PURCHASER.

9. The party of the PURCHASER agreed to pay if any demand by the Registration Authorities for additional stamp duty as payable on the sale deed, the same shall be borne by the party of the PURCHASER and the party of the PURCHASER shall remain liable to pay the said additional stamp duty and registration fees accordingly and the party of the VENDORS however undertakes to extend all assistance for presenting the deeds for registration and executing the Sale Deed.

10. The party of the VENDOR covenants that the Schedule "C" Property is free from all encumbrances, charges, mortgages, maintenance, awards and that the Schedule "C" Property has not been offered as security to anyone as on date and that there are no legal impediments whatsoever for the party of the VENDOR to execute this Agreement.

11. It is agreed between the Parties hereto that the party of the VENDOR shall hand over the possession of the Schedule "C" Property to the party of the PURCHASER only after receipt of the entire sale consideration.

12. The PURCHASER should use the Said Plot for residential purpose only. It should not be used for Commercial Purpose.

13. The PURCHASER shall not throw dirt, rubbish, rags or other refuse or permit the same to be thrown from the SAID PROPERTY or any portion of the SAID PROPERTY except at the allotted places. The Purchaser shall not damage the lay out roads and other amenities.

14. The VENDOR shall have the exclusive right to improve upon the

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features and / or the amenities in the over all interest of the Project at their sole discretion and the same shall not be questioned in future by the PURCHASER(S).

15. Any dispute, among the parties shall be resolved through mutual discussion. In the event of a deadlock, the party of the VENDOR shall nominate an Arbitrator, who shall decide the dispute so referred in accordance with the Arbitration and Conciliation Act, 1996 (26 of 1996) then in force. The award passed by the arbitrator shall be final and binding on the parties. The seat of Arbitration shall be at Chennai and shall be in English Language.

16. The PURCHASER/s shall pay the Maintenance cost at the rate of Rs.— per Sq.ft for the period of one year from the date of registration towards the cost of landscaping, Infrastructures Facilities and Amenities such as Cleaning the Plot, Paver Work, Avenue Trees and plantation, Security, leveling and filling of sands, Stone Fixing, surveying the land, facilitating the EB Connection and sewage lines, Provisioning with local body for Drawing & MEP Consultation for Septic Tank & Sump, etc.

17. This Agreement is prepared in Duplicate and one retained by the party of the VENDOR and the other by the party of the PURCHASER.

SCHEDULE "A" PROPERTY
(Total Property)

All the piece and parcel of agricultural Land measuring an extent of **Acre 1.19 Cents**, **Comprised in Survey No.509 and another extent measuring Acre0.94 Cents comprised in Survey No.510/1, old Patta No 128 and present Patta No.6358, altogether measuring Acre02.13Cents or 8600Sq.Mtrs** situated at Ayanambakkam Village, Poonamallee Taluk and Thiruvallur District.

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Being bounded on

North By: Survey No.510/2

South By: Survey No.539

East By: Survey Numbers 508,511 and 521

West By: Survey Numbers 537 and 538.

Within the Sub -Registration District of Konnur and Registration District of Chennai North.

SCHEDULE "B" PROPERTY

(GIFTED TO THIRUVERKADU MUNICIPALITY)

Vacant land measuring an Extent of **2684Sq.Mtrs** for **Road Alignment portion** (Proposed Road) purpose, an another extent measuring **33.0 Sq.Mtrs as Public Purpose Site-1**(reserved for Local Body) and another extent measuring **38.0 Sq.Mtrs as Public Purpose Site-2**(reserved for TANGEDCO)altogether measuring **total extent of 2755Sq.Mtrs gifted from and out of total extent measuring 8600Sq.Mtrs** which is formed part and parcel of Schedule "A" mentioned Property.

SCHEDULE "C" PROPERTY

(HEREBY TO BE CONVEYED)

All the piece and parcel of Vacant Land bearing **Plot No.--------,** situated at **"GREEN DALE"**, Comprised in Punjai Survey No.509 and 510/1, **Patta No.6358, CMDA**, vide **Approval Letter No.L1/0152/2024 Dated 29.07.2024,Plan approval No.PPD/LO.No.163/2024 dated 29.07.2024, Planning Permit No.15880, Thiruverkadu Municipality Commissioner proceedings and approval No.Na.Ka.No.4559/2024/F1 Dated 28.10.2024** and **TNRERA Registration No**.---------- situated at Ayanambakkam Village, Poonamallee Taluk, Thiruvallur District,

Bounded on

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NORTH BY : ----------

SOUTH BY ----------

EAST BY : ----------

WEST BY : ----------

MEASURING;

East to West on the Northern Side : ----------

East to West on the Southern Side : ----------

North to South on the Eastern Side : ----------

North to South on the Western Side : ----------

In all measuring an extent of ---------- Sq.Ft and situated within the Ayanampakkam Village Panchayat and the registration District of Chennai North, and Sub Registration Office at Konnur.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN:

V. Jayarani

(PURCHASER) (VENDOR'S POWER AGENT)

WITNESSES:-

1.

2.

DRAFTED BY

R.KAMATCHI.M.A, B.L,
ADVOCATE, ENROLL
NO.MS.935/2002
377, ADDITIONAL LAW CHAMBERS
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