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2023 தமிழ்நாடு तमिलनाडु TAMIL NADU

25AC 275329

10.10.2023 **THE NEST**

R.G.PALANI
STAMP VENDOR
L.No: 31/B3/2000
148 Arcot Road, Kodambakkam
Chennai - 600 024

AGREEMENT OF SALE

This Deed of Agreement of Sale executed at Chennai on this the **21st** day of **OCTOBER 2023**

BETWEEN

Mr.A.VIDHYASAGAR, Son of Mr.T.Azhagapparaju, aged about 42 years, (Identified by: Aadhaar No.6349 1029 4109, PAN ID No.AJKPV7660A), residing at No.23, Chozhan Kottai, 3rd Street, Sundaram Colony, West Tambaram, Chennai – 600 045., herein after referred to as the **VENDOR.**

For The Nest
Managing Partner

For THE NEST
Managing Partner

For THE NEST
Manager

AND

M/s. THE NEST, a registered Partnership firm (Identified By: PAN ID No. AAFFT3355C), represented by its MANAGING PARTNER, **Shri. M. SHANKER GANESH,** Son of Shri.M.S.C.Prasada Raju, aged about 46 years, (Identified By: Aadhaar ID No. 9822 0820 2017) and MANAGER **Shri.K.VENKATESWARA RAO**, Son of Shri.K.Srinivasa Rao, aged about 36 years, (Identified By: Aadhaar ID No. 8113 9718 5864), having office at New No.15, Old No.6, Kamarajar Nagar 4th Street, Choolaimedu, Chennai – 600 094., hereinafter referred to as the **PURCHASER.**

The terms, **VENDOR** and the **PURCHASER** shall wherever the context so permits and admits means and include their respective heirs, executors, legal representatives, successors and assigns, etc.

WHEREAS the **VENDOR** herein is the sole and absolute owner of all that piece and parcel of the vacant land, comprised in S.No.133/1, measuring an extent of **47 Cents** situated at Arasankazhani Village, Tambaram Taluk, Chengalpet District which is morefully described as Item No.I of the Schedule mentioned property hereunder and another adjacent property of all that piece and parcel of the vacant land, comprised in S.No.133/2, measuring an extent of **90.75 Cents** situated at Arasankazhani Village, Tambaram Taluk, Chengalpet District which is morefully described as Item No.II of the Schedule mentioned property hereunder and another adjacent property of all that piece and parcel of Residential **Plot No.10B** (vide Sub Division Planning Permit Approval

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No.2130/05-06, dated 30.01.2006 issued by CMDA), comprised in Old S.No.134/1 part, New S.No.134/1A1D, measuring an extent of **2040 Sq.Ft.,** situated at Aishwarya Garden, Arasankazhani Village, Tambaram Taluk, Chengalpet District which is morefully described as Item No.III of the Schedule mentioned property hereunder and he having purchased the above said Item No.I, II & III of the Schedule mentioned properties from Mr.S.Ilamchendhan Sivakumaran represented by his power agent Mr.T.R.Shanmuhan vide Sale Deed dated 18.08.2023 and registered as Document No.**13064** of **2023** at SRO, Selaiyur and subsequently, it has been rectified by a Deed of Rectification dated 17.10.2023 and registered as Document No.16706 of 2023 at SRO, Selaiyur.

WHEREAS ever since the date of purchase the **VENDOR** herein became the sole and absolute owner with peaceful possession and enjoyment of the above described Item No.I, II & III of the Schedule mentioned properties and he has mutated his name in the revenue records and obtained patta No.2440 in respect of Item No.I & III properties and he has obtained patta No.2443 in respect of Item No.II property, as per patta No.2443, New S.No.133/2A.

WHEREAS Item No.II property extent as per patta No.2443 measuring an extent of **86.94 Cents** only and hence the Vendor is hereby conveying the Item No.II property as per patta extent instead of 90.75 Cents and the Vendor hereby agreed that he will not claim any rights or title over the remaining differential extent in S.No.133/2A.

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AND WHEREAS the **VENDOR** above named has offered to sell the Item No.I, II & III of the Schedule mentioned properties for a **total sale consideration of Rs.5,90,00,000/- (Rupees Five Crore and Ninety Lakhs Only)** free from all encumbrances, claims & Charges whatsoever on the following terms and conditions and the **PURCHASER** has also agreed to purchase the same, free from all encumbrances, claims & charges whatsoever together with actual peaceful vacant possession.

NOW THIS AGREEMENT OF SALE WITNESSETH AS FOLLOWS:

(a) That the **VENDOR** and **PURCHASER** have mutually agreed to fix the total Sale Consideration towards the absolute sale of the Schedule Mentioned properties as **Rs.5,90,00,000/- (Rupees Five Crore and Ninety Lakhs Only).**

(b) That the **PURCHASER** has paid the total Sale Consideration of **Rs.5,90,00,000/- (Rupees Five Crore and Ninety Lakhs Only)** in favour of the **VENDOR** in the following manner;

- **Rs.5,74,10,000/- (Rupees Five Crore Seventy Four Lakhs and Ten Thousand Only)** paid vide Demand Draft No.004341, dated 19.10.2023, drawn on Axis Bank, Choolaimedu Branch;
- **Rs.10,00,000/- (Rupees Ten Lakhs Only)** paid vide Demand Draft No.004342, dated 19.10.2023, drawn on Axis Bank, Choolaimedu Branch; towards consideration for Irrevocable General Power of Attorney;

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- **Rs.5,90,000/- (Rupees Five Lakhs and Ninety Thousand Only)** paid as TDS for the VENDOR herein.

- The receipts of which sum the **VENDOR** do hereby admit, acknowledge and release the **PURCHASER** from any further payment thereof.

- On this day the **VENDOR** has handed over all the Original Title deeds of Schedule mentioned properties to the Purchaser (as per Annexure).

(c) The VENDOR shall execute and register an **IRREVOCABLE GENERAL POWER OF ATTORNEY** in respect of schedule mentioned properties, in favor of the PURCHASER, **M/s. THE NEST** (which can be signed either by MANAGING PARTNER or MANAGER) with full powers of alienation and the **PURCHASER** is entitled to enter into Agreement of Sale for sale of Undivided Shares with the intending **PURCHASER** or its Nominee/s and also to receive the Sale Consideration and to register and to execute the Sale Deed/s in respect of Schedule mentioned properties.

(d) The **VENDOR** having received the entire sale consideration from the **PURCHASER** for the transfer of the Schedule mentioned properties to him and/or his nominees, the **VENDOR** have on this day delivered vacant possession of the Schedule mentioned properties to the **PURCHASER** which constitutes transfer of the said properties by the VENDOR to the **PURCHASER**

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within the meaning of the provisions of section 2 (47) (v) of the Income Tax Act 1961, read with Section 53A of the Transfer of Property Act 1882.

(e) That the **VENDOR** hereby specifically declares and assures the **PURCHASER**, that the Schedule mentioned properties to be conveyed under this agreement of sale is the self-acquired properties of the **VENDOR**, and except the **VENDOR** no one has got any manner of right, title, or interest in the Schedule Mentioned properties.

(f) That the **VENDOR** hereby declare that the schedule mentioned properties are free from all encumbrance, lien, attachments, land acquisition proceedings, trusts, will attachments, claims, charges whatsoever subsisting on the said properties and the said properties are not subject matter of any suit or litigation or proceedings and it is not charged or otherwise to any court, public revenue or other authority.

(g) The **VENDOR** hereby covenants that he will indemnify the **PURCHASER** for any loss that may incur or put to on account of any defect in title of the **VENDOR** or his right to convey, the said properties or for any other reasons.

(h) That the **VENDOR** shall at all times execute or cause to be executed and register or cause to be registered all such deeds and/or assurances which the **PURCHASER** may require for better assurance of title, interest or possession of the Schedule mentioned properties at the cost of the **PURCHASER**.

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(i) The **VENDOR** shall not be liable for any claims, disputes or liabilities that may arise between the **PURCHASER** and its employees or nominee/s or any claim from third parties in respect of the activities of the development of the properties and shall indemnify the **VENDOR** against any claim that may arise during the course of construction or thereafter from the Prospective purchasers, workers, suppliers, neighbors and any third parties in respect of the development. Further, the **VENDOR** shall not be liable for any income received by the **PURCHASER** towards construction from prospective Buyers in respect of the development of schedule properties. Similarly the **VENDOR** indemnifies the **PURCHASER** against any claim of right, title, and interest or any kind of encumbrance as against the **VENDOR** or his PREDECESORS IN INTEREST in respect of the SCHEDULE MENTIONED PROPERTIES.

(j) The **VENDOR** shall always defend all actions, suits and proceedings that may be instituted by any person claiming under or through him at any time in respect of title or possession of the Schedule mentioned properties and save harmless the **PURCHASER** in respect of any loss or damage that may be incurred by the **PURCHASER** in defending any such suit or proceedings by any person at any time.

(k) The **VENDOR** hereby confirms the **PURCHASER** that he is the absolute owner of the SCHEDULE MENTIONED PROPERTIES and having good, clear, valid and marketable title over the SCHEDULE MENTIONED PROPERTIES and he has not hidden any material defects in the title of the **VENDOR** and agreed

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to repay all the amounts received by him from the **PURCHASER** without any deductions, at the sighting of any defect in title of the **VENDOR** over the SCHEDULE MENTIONED PROPERTIES by the advocate of the **PURCHASER** and nominees/purchasers claiming through the **PURCHASER** or the final/interim outcome of any proceedings which would affect the title of the **VENDOR**.

(l) That the **VENDOR** hereby covenants with the **PURCHASER** that he had not entered into any agreement for sale/Memorandum of deposit of title deeds or any other deeds/agreements either by the VENDOR or through his representatives/power agents hereto before or will not enter into hereafter with any third parties in respect of the Schedule Mentioned Properties.

(m) That the **VENDOR** shall pay all the taxes, statutory liabilities and other charges till this day in respect of the schedule mentioned properties.

(n) The **VENDOR** hereby confirm that in case of any untoward incident happens to the **VENDOR**, then the legal heirs, assigns, successors, legal representatives or any person claiming under the **VENDOR** shall ratify the Irrevocable General Power of Attorney or any deed of conveyance executed in favour of the **PURCHASER** or its nominees and further, shall execute a fresh Irrevocable General Power of Attorney in favour of the **PURCHASER** or to its nominees as the case may be in respect of the schedule mentioned properties without any further demand and undue delay in order to perfect

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the title of the **PURCHASER** or its nominees over the Schedule mentioned properties.

(o) The **PURCHASER** shall bear all the Stamp Duties and Registration Charges in respect of the sale.

(p) Both the parties hereto have agreed that every dispute, difference, or question which may at any time arise between them or any person claiming under them, touching or arising out of or in respect of this agreement (deed) or the subject matter thereof shall be referred to the arbitration, as provided in Rules framed under The Arbitration and Conciliation Act, 1996. The decision or award so given shall be binding on the parties hereto. All the disputes are subject to the jurisdiction of Chennai.

SCHEDULE OF PROPERTY

ITEM No.I

All that piece and parcel of the Vacant land as per old patta No.64, present patta No.2440, comprised in S.No.133/1, measuring an extent of **47 Cents**, situated at Arasankazhani Village, Tambaram Taluk, Chengalpet District and being

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BOUNDED ON THE:

North By : Land in S.No.132

South By : Item No.III Property and Plots in Aishwarya Garden

East By : Item No.II Property

West By : Land in S.No.132

And situated within the Registration District of Tambaram and Sub Registration District of Selaiyur.

ITEM No.II

All that piece and parcel of the Vacant land as per old patta No.64, comprised in S.No.133/2, as per present patta No.2443, New S.No.133/2A, measuring an extent of **86.94 Cents** (as per Document 90.75 Cents) situated at Arasankazhani Village, Tambaram Taluk, Chengalpet District and being

BOUNDED ON THE:

North By : Land in S.No.132

South By : Plots in Aishwarya Garden

East By : Land in S.No.133/2B

West By : Item No.I Property

And situated within the Registration District of Tambaram and Sub Registration District of Selaiyur.

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ITEM No.III

All that piece and parcel of the Residential **Plot No.10B** (vide Sub Division Planning Permit Approval No.2130/05-06, dated 30.01.2006 issued by CMDA), comprised in Old S.No.134/1 part, as per old patta No.790, present patta No.2440, New S.No.134/1A1D, measuring an extent of **2040 Sq.Ft.,** situated at Aishwarya Garden, Arasankazhani Village, Tambaram Taluk, Chengalpet District and being,

BOUNDED ON THE:

North By : Item No.I Property

South By : Existing 40 Feet Wide Public Road

East By : Plot No.10C in Aishwarya Garden

West By : Plot No.10A in Aishwarya Garden

And situated within the Registration District of Tambaram and Sub Registration District of Selaiyur.

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IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS DEED OF AGREEMENT OF SALE ON THE DAY, MONTH AND YEAR ABOVE MENTIONED.

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Managing Partner

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Manager

VENDOR

PURCHASER

WITNESSES:

1. K.
K. PANNEERSELVAM
S/O M. KUPPUSAMY
NO 64 Mariamman koil st
Choolaimedu Chy

2. J. Sathya sathi
J. SATHYA SAICHI
S/O M. Jagan raj
NO 6/134 Jolbi mangala Nagar
Siththala pakkam.
Chennai 131

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our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



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Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

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