Verified RealEstate™

Your trusted partner for buying, selling, and managing property, ensuring hassle-free service with 100% transparency.

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

hello@verified.realestate
+91 9996 12 9996

Official Property Record

Digitally Verified Record - Powered by Verified RealEstate™



AGREEMENT OF SALE OF UNDIVIDED SHARE OF LAND AND CONSTRUCTION OF FLAT

THIS AGREEMENT OF SALE OF UNDIVIDED SHARE OF LAND AND CONSTRUCTION OF FLAT ENTERED INTO AT CHENNAI, ON THIS **---- DAY OF** ---------- **2024** BETWEEN -

M/s. SRI KIRTHIKA BUILDERS PVT. LTD., a Company, incorporated under the Companies Act, 1956, having Income Tax P.A.No.AAOCS-9316-C, having its Registered Office at No.74, Chittu Koil Street, Salem-636 001 and Branch Office at No.7, Kondi Chetty Street, Chennai-600 001, represented herein by its Director, **Mr.R.YETHISH KUMAR,** son of Mr.P.Rajeswaran, aged about 39 years, Aadhaar No.570479627540, hereinafter referred to as **VENDOR/BUILDER/PROMOTER,** shall mean and include their legal representatives, executors, administrators, attorneys, successors-in-interest, nominees and assigns;

AND

hereinafter referred to as **PURCHASER**, shall always mean and include himself, his legal heirs, executors, administrators and assigns;

WHEREAS all that piece and parcel of Vacant land bearing Plot No.6, situated at VOC Street, Kottivakkam, Chennai-600 041, originally comprised in Survey Nos.278/10A and 278/10B, then Survey Nos.278/10A4 and 278/10B4, currently comprised in Survey Nos.278/10A4A, 278/10B4A, 278/10A4B and 278/10B4B, in Kottivakkam Village, Sholinganallur Taluk, Chennai District, (formerly Tambaram Taluk, Kancheepuram District), measuring an extent of 5 Grounds (12,000 sq.ft.) or thereabouts, originally belonged to Mrs.A. Raghupathy Ammal, wife of Mr.G. Athimuthu Nadar, she having acquired the said property from Mrs. Vembuli Ammal, wife of Late R. Kuppuswamy Chettiar and others, vide a Deed of Sale dated 05/03/1982, Registered as Doc.No.658/1982, in the Office of the District Registrar,

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

Madras South.

WHEREAS subsequently the above named Mrs.A. Raghupathy Ammal conveyed the aforesaid property vide Two Sale Deeds, in the following manner:

a. Western portion of the aforesaid Plot No.6 – measuring 2½ Grounds (6000 sq.ft.), in favour of Mr.G. Nataraja Reddiar, son of Late Ganapathy Reddiar, vide Sale Deed dated 24/08/1998, Registered as Doc.No.1140/1998, in the Office of the Sub-Registrar, Adyar.

b. Eastern portion of the aforesaid Plot No.6 – measuring 2½ Grounds (6000 sq.ft.), in favour of Mrs. Bangaru Ammal, wife of Mr.G. Nataraja Reddiar, vide Sale Deed dated 25/08/1998, Registered as Doc.No.1144/1998, in the Office of the Sub-Registrar, Adyar.

WHEREAS subsequently the above named Mrs. Bangaru Ammal died intestate on 12/10/2001 and her husband Mr.G. Nataraja Reddiar, also subsequently passed away on 27/10/2001, leaving behind their two daughters viz. Mrs.G.Ranganayaki, wife of Mr.V.Ganesan and Mrs.P.Rajeswari, wife of Mr.N.Pugazhendran, as their only Legal heirs to succeed to the aforesaid property as and by way of intestate succession, as substantiated by the Legal Heirship Certificate of Late G. Nataraja Reddiar, issued by the Tahsildar, Mylapore-Triplicane Taluk, dated 01/11/2001.

WHREEAS subsequently the above named Mrs.G. Ranganayaki and Mrs.P.Rajeswari, partitioned the aforesaid land bearing Plot No.6 – measuring 5 Grounds, vide Partition Deed dated 27/10/2010, Registered as Doc.No.2131/2010, in the Office of the Sub-Registrar, Adyar, in terms of which vide 'C' Schedule of the said Partition Deed, the above named Mrs.P.Rajeswari, was allotted the Western Portion of the aforesaid land – measuring 2½ Grounds (6000 sq.ft.), more fully described in the Schedule 'A' hereunder.

WHEREAS as there were certain errors in the above mentioned Partition Deed dated 27/10/2010, Registered as Doc.No.2131/2010, in the Office of the Sub-Registrar,

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

Adyar, subsequently a Rectification Deed of Partition Deed dated 20/09/2023, Registered as Doc.No.3573/2023, in the Office of the Sub-Registrar, Adyar, has been executed and registered in favour of the above named Mrs.P.Rajeswari, with regard to the Schedule 'A' property, in order to rectify the said errors.

WHEREAS subsequently the above named Mrs.P.Rajeswari conveyed the Schedule 'A' property in favour of M/s.Kirthika Builders Private Limited, being the VENDOR/BUILDER/PROMOTER herein, vide Sale Deed dated 27/09/2023, Registered as Doc.No.3740/2023, in the Office of the Sub-Registrar, Adyar.

WHEREAS Patta bearing No.18790 has been granted in favour of the VENDOR/BUILDER/PROMOTER herein, with regard to the Schedule 'A' property, as per which the Schedule 'A' property is currently comprised in Survey Nos.278/10A4A and 278/10B4A.

WHEREAS with a view to develop and better utilize their aforementioned Schedule 'A' property, the VENDOR/BUILDER/PROMOTER herein is developing the same into a scheme of Residential Apartments.

The VENDOR/BUILDER/PROMOTER has formulated a Scheme for developing the aforementioned Schedule 'A' property, in the name of "_____" comprising of Stilt + Three Floors, with amenities and facilities as enlisted in the Annexure attached to this Agreement entered into between the Parties herein.

The VENDOR/BUILDER/PROMOTER has obtained requisite sanctions and approvals from the appropriate authorities for construction and development of the Project vide CMDA Approval Letter No._____ and Planning Permit No._____, dated __/__/2024 and Building Approval from Greater Chennai Corporation, vide Building Permission No._____, dated __/__/2024.

The VENDOR/BUILDER/PROMOTER has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Chennai on __/__/____, under registration No.TN/29/Building/_____/_____ and

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

AND WHEREAS all that piece and parcel of Residential Apartment bearing No.___ in the _____ floor of the Building known as "_____" under construction on the Schedule A property, having a Carpet area of _____ sq.ft., super built up area of ____ sq.ft. together with proportionate share in the common amenities, situated at being Western portion of Plot No.6, situated at VOC Street, Kottivakkam, Chennai-600 041, together with ____ sq.ft. Undivided share and interest in the land - measuring an extent of 2½ Grounds (6,000 sq.ft.) or thereabouts, originally comprised in Survey No.278/10A and 278/10B, then Survey Nos.278/10A4 (part) and 278/10B4 (part), currently comprised in Survey Nos.278/10A4A and 278/10B4A, in Kottivakkam Village, Sholinganallur Taluk, Chennai District, (formerly Tambaram Taluk, Kancheepuram District), along with One covered/open car parking space in the Ground floor under stilt of the said building, forms part of the above mentioned Schedule A property, which is more fully described in the Schedule B hereunder, belongs to the VENDOR herein.

WHEREAS in the manner aforesaid the Schedule B property absolutely belongs to the VENDOR/BUILDER/PROMOTER herein and the said VENDOR/BUILDER/PROMOTER have currently offered the said Schedule B property for sale to the PURCHASER herein for a total sale consideration of Rs. _____/- (Rupees _____ Only).

WHEREAS the PURCHASER herein has examined the title deeds and the approved building plan and plan sanctions pertaining to the Schedule "B" property and has satisfied himself of the absolute title thereto of the VENDOR/BUILDER/PROMOTER herein and has accepted and agreed to purchase the Schedule "B" property at the aforesaid price free from all encumbrance, claims and demands, subject to the following terms and conditions.

NOW THIS AGREEMENT OF SALE WITNESSETH:-

1. WHEREAS the above mentioned total sale consideration of **Rs._____/-(Rupees _____ Only)** is being paid by the PURCHASER to the VENDOR/BUILDER/PROMOTER in the following manner towards the

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

following components:

[a] A sum of Rs._____/- (Rupees _____ Only) towards the cost of Land (UDS)

[b] A further sum of Rs._____/- (Rupees _____ Only) towards the Building value based on Carpet area

[c] A further sum of Rs._____/- (Rupees _____ Only) towards GST

The PURCHASER shall be paying the above mentioned total sale consideration of **Rs._____/-(Rupees _____ Only)** to the VENDOR/BUILDER/PROMOTER in the following manner:

[a] A sum of Rs._____/- (Rupees _____ only) already paid in the following manner:

i.

ii.

[b] The balance sum of Rs._____/- (Rupees _____ only) shall be paid by the PURCHASER to the VENDOR/BUILDER/PROMOTER as per the Schedule of payment, as detailed in the Schedule 'C' hereunder.

The PURCHASER shall deduct the Tax Deducted at Source (TDS) while making the balance payment, as per the Income Tax Act, 1961.

2. The Purchase shall be completed on or before 2 months or 60 days, by the Purchaser and the VENDOR shall execute the Sale Deed for the 'B' schedule mentioned property, in favour of the Purchaser or his nominees or assigns in this regard.

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

3. It is agreed between the parties that the time is the essence of this agreement and both the parties should adhere to the time schedule stipulated in the agreement and the time for completing the sale may be extended by mutual consent of both the parties.

4. Both the parties are at liberty to invoke the various clauses of this agreement as per the provisions of 'The Specific Relief Act'.

5. The VENDOR herein assures the Purchaser that there is no encumbrances, lien, attachment, charge etc., over the 'B' schedule mentioned property agreed to be sold hereunder and they further assure the Purchaser that in case of any defect in title or any obstruction in handing over the possession of the 'B' schedule mentioned property is found at a later date from the date of this agreement, the Purchaser is at liberty to rescind this agreement and the VENDOR have to repay whatever amount paid by the Purchaser with nationalized bank interest, from the date receipt of the amount to the date of repayment and the Purchaser is also entitled to claim for liquidated damages of the sum of Rs. _____/- (Rupees _____ Only), apart from the amount whatsoever paid by him.

6. Likewise if the Purchaser fails to fulfill his part of contractual obligation by paying the remaining sale consideration within the above mentioned time, then the VENDOR are at liberty to return the advance amount to the Purchaser, after deducting a sum of Rs._____/- (Rupees _____ Only), from and out of the advance amount paid by him.

7. The VENDOR and the Builder hereby specifically agree to hand over possession of the 'B' schedule mentioned property to the Purchaser upon receipt of the balance sale consideration other than the advance paid as on the date of signing this agreement.

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

8. The VENDOR also assures the Purchaser that so far they have not entered into any Agreement of Sale pertaining to the 'B' schedule mentioned property to this Agreement of Sale and they further assure that they will not enter into any Agreement for Sale in future with anybody else pertaining to the 'B' schedule mentioned property to this Agreement of Sale, detrimental to the interest of the Purchaser/s during the subsistence of this agreement.

9. The Purchaser/s hereby specifically agrees that he will pay the entire sale consideration within the stipulated time as mentioned above and also agree to bear the stamp duty and registration charges / expenses out of His/their own funds without involving the Proposed VENDOR herein in this regard.

10. The parties herein mutually agree with each other for the smooth completion of this sale transaction under these presents.

11. The Promoter has built as per the specifications mentioned in 'SCHEDULE-D'.

12. That the Purchaser shall not in any manner interfere with the sale of the other undivided interest in the said land by the owners nor in any manner interfere in the construction of the proposed building complex in the Schedule "A" property.

13. That the PURCHASER shall hold/possess and enjoy the residential apartment in the building complex constructed by the VENDOR/BUILDER/PROMOTER, along with the other owners of the undivided interest in the land and the owner and occupier of the various portions of the said building and will also use and enjoy the common areas, drainage, sewer, water courses, water tanks, water cisterns and other common amenities in the building and the PURCHASER shall permit and also be entitled to free and common passage of water, drainage, power, light air, telephone wires, antenna wires and other amenities.

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

14. That the Purchaser agrees not to make any structural alterations or additions to the building complex, being constructed on the Schedule "A" land and shall refrain from doing anything that might affect the elevation of the said building.

15. The PURCHASER shall not claim or set up any exclusive right to the terrace of the Building constructed in the Schedule "A" property or in or over the open space around the said property, the compound wall, the exterior walls, or other areas of the building on the "A" schedule property except the apartment set apart for the Party of the Second Part, i.e, "B" Schedule Property.

16. The Purchaser shall be liable to indemnify the PURCHASER against all risks, costs and damages the VENDOR/BUILDER/PROMOTER may be put to by reason of any act or omission on the part of the PURCHASER.

17. All the Owners of undivided shares of land shall subscribe to and enter into the covenants contained in this Agreement and they shall be deemed to have been entered into between all the said owners and shall be enforceable inter-se between the said owners and their respective heirs, representatives, successors-in-interest, tenants and persons holding under, through or in trust for the Owners.

18. The Purchaser/s shall not claim any right of easement or enjoyment which is inconsistent with or will interfere with the rights of the owners or occupiers of the other undivided interest in the said property and other residential apartments/building.

19. That in the event of the Purchaser/s, failing to pay the balance consideration as per the payment schedule as stated above, the Promoter shall, within 1 month notice to the PURCHASER, sell occupy, let or transfer or otherwise dispose of the residential flat to be constructed for the Purchaser, more fully described in the Schedule - 'B' hereto.

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

20. That the Purchaser/s of the undivided shares in the land shall have no exclusive claim in respect of the common areas and lobbies, stairs, staircases verandah except the right of use thereof in common with the owners and occupiers of the other apartments and not inconsistent with or prejudicial to their rights of use thereof. The Party of the Third Part shall have right to park a car in the ground floor level, ear marked by the builder.

21. That the Purchaser shall not use or permit the use of his apartment in a manner which would diminish the value or utility of the building in which it is located or of the apartment in the said building or of the common amenities herein before referred to, or hinder the same thereof nor shall the Purchaser use the apartment in such a manner as will cause nuisance or annoyance or damage to owners of occupiers of the other apartments or carry on any trade or business which is unlawful or noisy or offensive or dangerous to the occupiers of other apartments of the building.

22. That the Purchaser shall pay to the Association to be formed such proportionate share of the maintenance charges and repair charges and other expenses for the common amenities in the Apartment complex, as may be decided by the Association from time to time, such charges being proportionate to the floor area occupied by the Purchaser/Party of the Third Part apartments in relation to the total floor area of all other apartments in the complex.

23. The Purchaser shall hereby agree to give it to the owners of the other undivided share of the Schedule 'A' property and other owners all necessary support vertical, horizontal and lateral and the supporting common walls of the premises shall be maintained and repaired in common by the owner with the owners and occupiers of other portions of the said premises.

24. The VENDOR/BUILDER/PROMOTER shall provide at its cost all materials, machinery, plant, tools, appliances, implements, ladder, cartage, tools and

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

scaffolding, temporary work etc., together with carriage therefore to and on the site and everything proper and necessary for the proper execution of the work whether original altered or substituted according to the true interest and meaning of the drawings, designs and specifications original or substituted taken together.

25. All materials and workmanship shall, so far as procurable, conform strictly to the requirements in accordance with the designs, drawings and specifications.

26. That the VENDOR/BUILDER/PROMOTER shall construct the premises in accordance with normally accepted standards of construction and in accordance with the specifications detailed in Schedule –'C' hereto. However, the VENDOR/BUILDER/PROMOTER reserves the right to make necessary alterations in the plan annexed hereto, as far as it may be required by an competent authority or in accordance with the law or for reasons beyond its control while keeping the Purchaser reasonably informed of the changes.

27. The Purchaser agrees to sign such forms, documents, statements, indemnities, guarantees, letter of undertakings, etc. that may be required to be submitted to the Corporation of Chennai, Chennai Metropolitan Development Authority, Tamil Nadu Electricity Board, Chennai Metropolitan Water Supply, Revenue Department, Tahsildar and other official authorities as may be necessary for the purpose of the development of the said property.

28. The Purchaser shall be liable for the charges for common amenities, meter rent, electricity, water, security arrangements, etc, from the date on which the Party of the Second Part communicate its readiness to hand over possession of the said premises.

29. It is also agreed that the flats constructed are to be handed over to the Purchaser by the VENDOR/BUILER/PROMOTER after finishing the

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

construction in all respects and after realization of the full amount from the PURCHASER.

30. Any Additional work is to be executed in the proposed Flat at the request of the PURCHASER in writing, the cost of the same shall be borne by the Purchaser/s/Party of the Third Part after getting the estimate from the VENDOR/BUILDER/PROMOTER in writing and this additional work will be executed by the VENDOR/BUILDER/PROMOTER only if it is feasible and reasonable and shall also be within the permissible alteration in the approved plan.

31. Any dispute/difference of opinion relating to this agreement shall be sorted out by Arbitration in Chennai, with the mutual consent of both the Parties and Chennai will be the place of Jurisdiction for all legal purposes.

32. All the payments pertaining to the cost of the undivided share of land together with the flat shall be made in favour of the VENDOR herein.

SCHEDULE - "A" PROPERTY

All that piece and parcel of Vacant land being Western portion of Plot No.6, situated at VOC Street, Kottivakkam, Chennai-600 041, originally comprised in Survey No.278/10A and 278/10B, then Survey Nos.278/10A4 (part) and 278/10B4 (part), currently comprised in Survey Nos.278/10A4A and 278/10B4A, in Kottivakkam Village, Sholinganallur Taluk, Chennai District, (formerly Tambaram Taluk, Kancheepuram District), measuring an extent of 2½ Grounds (6,000 sq.ft.) or thereabouts, and the said land bounded on the –

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

North by : Plot No.1 being the Pathway now known as VOC Street

South by : Land originally belonging to M/s.G.K.Electrical

East by : Eastern portion of Plot No.6 (part) belonging to Mrs.G. Ranganayaki

West by : Plot No.5

Measuring –

North to South on the Eastern side - 114' 3"

North to South on the Western side - 114' 3"

East to West on the Northern side - 52' 5"

East to West on the Southern side - 52' 5"

situated within the Registration District of South Chennai and Sub- Registration District of Adyar.

SCHEDULE –'B'

(PROPERTY HEREBY AGREED TO BE CONVEYED)

All that piece and parcel of Residential Apartment bearing No.___ in the _____ floor of the Building known as "_____" under construction on the Schedule A property, having a Carpet area of _____ sq.ft., super built up area of ____ sq.ft. together with proportionate share in the common amenities, situated at being Western portion of Plot No.6, situated at VOC Street, Kottivakkam, Chennai-600 041, together with ____ sq.ft. Undivided share and interest in the land - measuring an extent of 2½ Grounds (6,000 sq.ft.) or thereabouts, originally comprised in Survey No.278/10A and 278/10B, then Survey Nos.278/10A4 (part) and 278/10B4 (part), currently comprised in Survey Nos.278/10A4A and 278/10B4A, in Kottivakkam Village, Sholinganallur Taluk, Chennai District, (formerly Tambaram Taluk, Kancheepuram District), along with One covered/open car parking space in the Ground floor under stilt of the said building, and the said land bounded on the

-

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

North by : Plot No.1 being the Pathway now known as VOC Street

South by : Land originally belonging to M/s.G.K.Electrical

East by : Eastern portion of Plot No.6 (part) belonging to Mrs.G. Ranganayaki

West by : Plot No.5

Measuring –

North to South on the Eastern side - 114' 3"

North to South on the Western side - 114' 3"

East to West on the Northern side - 52' 5"

East to West on the Southern side - 52' 5"

situated within the Registration District of South Chennai and Sub- Registration District of Adyar.

SCHEDULE "C" (Schedule of Payment)

Schedule of payment to be paid by the PURCHASER to the VENDOR/BUILDER/PROMOTER in respect of the above mentioned SCHEDULE "B" PROPERTY:

Sl. No.	Payment Particulars	Amount (Rs.)
1.	On signing this Agreement Ch.No. _____, Dt. __/__/2023, drawn on _____	
2.	On Registration	
3.	Completion of Respective Roof Slab	
4.	On completion of Brick work Plastering	
3.	On Handing Over of your apartment for Interiors	
	TOTAL AMOUNT	

SCHEDULE – "D"

ANNEXURE

(Specification details)

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET AND SUBSCRIBED THEIR RESPECTIVE HANDS ON THE DAY, MONTH & YEAR FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING -

WITNESSES:-

1.

For SRI KIRTHIKA BUILDERS PVT. LTD.

Director

VENDOR/BUILDER/PROMOTER

2.

PURCHASER



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.



empowering your real estate decisions with smart tools

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

Verified RealEstate™

We're honored to be part of your real estate journey

3/350/2 Mettukuppam,
OMR Thoraipakkam,
Chennai, India

hello@verified.realestate
+91 9996 12 9996
www.verified.realestate