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தமிழ்நாடு तमिलनाडु TAMIL NADU

24.07.2023 THE NEST

24AC 385131
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 **22nd** day of **SEPTEMBER 2023**

BETWEEN

Mrs.C.LALITHA, Wife of Mr.M.Chinnu, (Identified By: Aadhar ID No.4700 4063 9391 & PAN ID No.ABAPL5548B), aged about 73 years, residing at Old No.15, New No.12, Officers Colony, Ayanavaram, Chennai – 600 023., herein after referred to as the **VENDOR.**

C. Lalitha

For The Nest
Managing Partner

For THE NEST
Manager

For THE NEST
Managing Partner

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.72/1A measuring an extent of **24 Cents** and comprised in Old S.No.72/1B2, as per patta No.976, New S.No.72/1B2A1, measuring an extent of **36 Cents** totally admeasuring **60 Cents** situated at Nedunkundram Road, Kolapakkam Village, previously Chengalpet Taluk, now Vandalur Taluk, previously Kancheepuram District, now Chengalpet District which is morefully described as Schedule of property hereunder and she having acquired the same from her son Mr.C.Mohammed Yahya vide Settlement Deed dated 15.09.2023 and registered as Document No.**16392 of 2023** at SRO, Guduvanchery and hence the **VENDOR** has become

C. Lalitha.

For The Nest
Managing Partner

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Managing Partner

For THE NEST
Manager

the absolute Owner with peaceful possession and enjoyment of the Schedule mentioned property and she also mutated her name in the revenue records and obtained patta No.6830.

AND WHEREAS the **VENDOR** above named has offered to sell the Schedule mentioned property for a **total sale consideration of Rs.7,50,00,000/- (Rupees Seven Crore and Fifty 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 for a total sale consideration of **Rs.7,50,00,000/- (Rupees Seven Crore and Fifty Lakhs Only)** 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 Property as **Rs.7,50,00,000/- (Rupees Seven Crore and Fifty Lakhs Only).**

(b) That the **PURCHASER** has paid the total Sale Consideration of **Rs.7,50,00,000/- (Rupees Seven Crore and Fifty Lakhs Only)** in favour of the **VENDOR** in the following manner;

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Managing Partner

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Manager

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Managing Partner

- **Rs.7,32,50,000/- (Rupees Seven Crore Thirty Two Lakhs and Fifty Thousand Only)** paid vide Demand Draft No.004376, dated 21.09.2023, drawn on AXIS Bank, Choolaimedu Branch;
- **Rs.10,00,000/- (Rupees Ten Lakhs Only)** paid vide Demand Draft No.004375, dated 21.09.2023, drawn on AXIS Bank, Choolaimedu Branch towards consideration for Irrevocable General Power of Attorney;
- **Rs.7,50,000/- (Rupees Seven Lakhs and Fifty 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 property to the Purchaser (as per Annexure).

(c) The VENDOR shall execute and register an **IRREVOCABLE GENERAL POWER OF ATTORNEY** in respect of schedule mentioned property, 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 property.

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(d) The **VENDOR** having received the entire sale consideration from the **PURCHASER** for the transfer of the Schedule mentioned property to him and/or his nominees, the **VENDOR** have on this day delivered vacant possession of the Schedule mentioned property to the **PURCHASER** which constitutes transfer of the said property by the VENDOR to the **PURCHASER** 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 property to be conveyed under this agreement of sale is the self-acquired property of the **VENDOR**, and except the **VENDOR** no one has got any manner of right, title, or interest in the Schedule Mentioned Property.

(f) That the **VENDOR** hereby declare that the schedule mentioned property is free from all encumbrance, lien, attachments, land acquisition proceedings, trusts, will attachments, claims, charges whatsoever subsisting on the said property and the said property is 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 She will indemnify the **PURCHASER** for any loss that may incur or put to on account of any defect in title of the **VENDOR** or her right to convey, the said property or for any other reasons.

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Managing Partner

For THE NEST
Manager

(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 property at the cost of the **PURCHASER**.

(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 property 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 property. Similarly the **VENDOR** indemnifies the **PURCHASER** against any claim of right, title, and interest or any kind of encumbrance as against the **VENDOR** or her PREDECESORS IN INTEREST in respect of the SCHEDULE PROPERTY.

(j) The **VENDOR** shall always defend all actions, suits and proceedings that may be instituted by any person claiming under or through her at any time in respect of title or possession of the Schedule Mentioned Property 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.

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(k) The **VENDOR** hereby confirms the **PURCHASER** that she is the absolute owner of the SCHEDULE MENTIONED PROPERTY and having good, clear, valid and marketable title over the SCHEDULE MENTIONED PROPERTY and she has not hidden any material defects in the title of the **VENDOR** and agreed to repay all the amounts received by her from the **PURCHASER** without any deductions, at the sighting of any defect in title of the **VENDOR** over the SCHEDULE MENTIONED PROPERTY 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 she 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 her representatives/power agents hereto before or will not enter into hereafter with any third parties in respect of the Schedule Mentioned Property.

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

(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

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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 property without any further demand and undue delay in order to perfect the title of the **PURCHASER** or its nominees over the Schedule mentioned property.

(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

All that piece and parcel of Vacant land, Comprised in S.No.72/1A measuring an extent of **24 Cents** and Comprised in Old S.No.72/1B2, as per previous patta No.976 and present patta No.6830, New S.No.72/1B2A1, measuring an extent of **36 Cents** totally admeasuring **60 Cents** situated at **Nedunkundram Road, Kolapakkam Village,** Vandalur Taluk, Chengalpet District and being,

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Bounded on the:

North By : Land in S.No.59
South By : Land in S.No.72/1B2A2
East By : Krishna Nagar Layout
West By : Nedunkundram Road

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

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

For the Nest
Managing Partner

For THE NEST
Manager

C. Lalitha.

VENDOR **PURCHASER**

WITNESSES:

1. Mohammed Yahya
MOHAMMED YAHYA
S/O M. CHINNU
OLD NO:15 NEW NO:12
OFFICERS COLONY, AYANAVARAM
CHENNAI-600023

2. K. Panneerselvam
K PANNEERSELVAM
S/O M. KUPPUSAMY
No 64 Mangaiamman Koil St
Choolaimedu Chy 94

For THE NEST
Managing Partner

ANNEXURE

(List of Original Documents Received)

Sl. No	DATE	DOC. NO & YEAR	DESCRIPTION	NATURE
1	06.08.2009	3905/2009	**Partition Deed:** 1)Mrs.Pattammal @ Krishnaveni 2)Mr.Kirubakaran and 3)Mrs.Padma	**ORIGINAL**
2	16.07.2010		**Sale Full Consideration Receipt:** 1)Mrs.G.Padma, 2) Mr.S.R.Govindan, 3)Mrs.T.Jothi, 4)Mr.G.Karunakaran, 5)Mrs.M.Mythili and 6)Ms.G.Ramya to Mr.M.Chinnu	**ORIGINAL**
3	16.07.2010	1141/2010	**GPA:** 1)Mrs.G.Padma, 2) Mr.S.R.Govindan, 3)Mrs.T.Jothi, 4)Mr.G.Karunakaran, 5)Mrs.M.Mythili and 6)Ms.G.Ramya to Mr.M.Chinnu	**ORIGINAL**
4	11.02.2011	1358/2011	**Sale Deed:** 1)Mrs.G.Padma, 2) Mr.S.R.Govindan, 3)Mrs.T.Jothi, 4)Mr.G.Karunakaran, 5)Mrs.M.Mythili and 6)Ms.G.Ramya rep. by their	**ORIGINAL**

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			power agent Mr.M.Chinnu to Mr.C.Mohammed Yahya	
5		976	**Chitta in the name of** Mr.C.Mohammed Yahya	**ORIGINAL**
6	15.09.2023	16392 /2023	**Settlement Deed:** Mr. C. Mohammed Yahya to Mrs. C. Lalitha	**ORIGINAL**

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PURCHASER

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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.



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

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