

AGREEMENT FOR SALE

This Deed of Agreement to Sell executed at Puducherry on this the ___ day of _____, **2021** (____.____.2021) by and between **1. Mrs. S. SANTHY** W/o. Mr. G. Santhanam, residing at No. _____, Puducherry-_____, **2. Dr. G. S. PRABUDOSS**, S/o. Mr. G. Santhanam, residing at No. _____, Puducherry-_____ and **3. Mr. G. S. RAJESH**, S/o. Mr. G. Santhanam, residing at No. _____, Puducherry-_____ have jointly represented by their power agent the husband of No. 01 and father of No. 02 & 03 **Mr. G. SANTHANAM** S/o. Mr. Gopalsamy, under the power of attorney executed on **24.02.2016**, registered before the Oulgaret Sub- Registrar Office, Puducherry vide **Doc. No. 526/2016**. (hereinafter referred to as the **VENDOR**, which expression shall, wherever the context so admits, mean and include her heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**;

AND

Mr./Mrs. _____, S/o./W/o. _____, residing at No. _____ . (hereinafter referred to the **PURCHASER**, which expression shall, wherever the context so admits, mean and include her heirs, executors, administrators, legal representatives, and assigns) of the **OTHER PART**;

WITNESSTH:

WHEREAS the Vendor have separately purchased the plot measuring a total extent of 40,217 sq. ft. comprised in **R. S. No. 153/2**, situated at Near Ragavendra Nagar, Reddiarpalayam Revenue Village, the 'A' schedule hereunder by virtue of the Sale Deeds dated **25.04.2013** registered as **Doc. No. 2066/2013**, **31.03.2011** registered as **Doc. No. 1913/2011** and **31.03.2011** registered as **Doc. No. 1914/2011** respectively in Book-01 before the office of the Oulgaret Sub-Registrar's Office, Puducherry.

AND WHEREAS the Vendors constructed four storeyed residential flats, building (60 dwelling units) with stilt floor in the 'A' schedule property in the name and style "SRI AISHWARYAM ELITE" approved by Puducherry Planning Authority, on **01.04.2021** vide Order **No. PPA/1978/ 6169/Z(SB- Reddiarpalayam)2020-21**.

AND WHEREAS the Purchaser has offered to purchase _____ sq. fts. of undivided share and interest in the 'A' schedule property and a flat constructed in the _____ Floor (_____ facing) morefully described in the 'B' schedule hereunder with common areas and facilities.

AND WHEREAS the Purchaser has offered to purchase the said "B" schedule mentioned property from the Vendor;

VENDOR

PURCHASER

AND WHEREAS the Vendor has agreed to the same and the consideration for sale has been mutually agreed to be **Rs. _____/- (Rupees _____ only)** of which an advance of **Rs. _____/- (Rupees _____ only)** has been agreed to be paid under these presents;

AND WHEREAS the parties have decided to reduce the terms of the agreement to writing;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT in pursuance of the foregoing premises and in consideration of payment of an advance of **Rs. _____/- (Rupees _____ only)**, paid **through bank** in favour of the Vendor, the receipt of which the Vendor hereby acknowledges, the Vendor has agreed to sell with clear title and free of all encumbrances and without any impediment either statutory or otherwise the schedule mentioned property unto to the Purchaser or to any other person or persons nominated by the Purchaser subject to the following terms and conditions, namely:-

(1) The Vendor shall execute the sale deed or deeds in favour of the Purchaser or to her nominee conveying the schedule mentioned property.

(2) In consideration of the above sale, the Purchaser shall pay to the Vendor a sum of **Rs. _____/- (Rupees _____ only)** as the sale consideration, subject to clause 3 below.

(3) It is agreed and declared by the Vendor and the Purchaser that the consideration for sale shall be paid before the sale is effected after deducting the advance amount of **Rs. _____/- (Rupees _____ only)** paid under these presents.

(4) The Vendor agrees that he will handover at the time of sale the original documents under which he derives title to the schedule mentioned property along with patta, chitta etc. and the encumbrance certificate for 31 years.

(5) The Purchaser has agreed to bear the expenses for the purchase of stamp and execution and registration of the deed or deeds of sale. It is further agreed that the title to the land shall not pass to the Purchaser or her nominee unless the full consideration representing the sale transaction shall have been paid to the Vendor.

(6) All the expenses involved in collecting documents including title deeds, patta, chitta and the encumbrance certificates shall be borne by the Vendor.

(7) If any exemption/permission is required for the sale under any law, it shall be obtained by and at the cost of the Vendor.

(8) The time for performance of this agreement is Three Months **(3 months)** from the date hereof.

VENDOR

PURCHASER

(9) The Vendor undertakes to pay all rates, (including water and electricity charges) taxes and other assessments levied or leviable on the schedule mentioned land upto the date of the registration of the sale deed and produce to the Purchaser the relevant receipts and thereafter the Purchaser shall be responsible to pay the said public charges.

(10) In the event of the Purchaser not being able to pay the balance of the sale consideration to the Vendor and have the sale deed executed as aforesaid within *the time limit specified above, when the Vendor has fulfilled all his obligations under these presents, the Vendor shall forfeit 10% of the advance and pay to the Purchaser the balance and the Vendor shall be entitled to treat this agreement as cancelled and sell the schedule mentioned property to whomsoever he wants.*

(11) If the Vendor fails to perform his part of the obligation under these presents, consequent on which the sale could not be completed, the Purchaser shall without prejudice to other remedies open to her under law, be entitled to have specific performance of this agreement and compel the Vendor to sell the schedule mentioned land to the Purchaser or her nominee.

(12) The Vendor has not entered into any prior agreement to sell with any person.

(13) The Vendor has agreed to vacate the tenant from the schedule mentioned property on or before the registration of the sale deed over the property.

(14) The Vendor has agreed to protect the schedule mentioned property from encroachment and any other kind of occupation by any third party and take all steps and measures to protect the schedule mentioned property from any waste or damage being committed thereon.

(15) The Vendor hereby agrees and covenant with the Purchaser to execute and sign whatever documents, applications, forms, affidavits, etc., that are necessary to enable the completion of the sale.

SCHEDULE 'A'

ITEM-1: In the Registration District of Puducherry, in the Registration Sub-District of Oulgaret, within Oulgaret Commune Panchayat, in Village No. 36, **Reddiarpalayam Revenue Village**, near Ragavendra Nagar, Land with Cadastre No. 58, **R. S. No. 153/2**, Patta No. 707, As per Settlement Record: R. S. No. 153/2/A/1, Cad. No. 58pt, Patta No. 1120, vacant plot having an extent of 16,857 sq. ft.

Boundaries: To the **West** of 20 Feet wide Street, To the **East** of Sri Ragavendra Nagar, To the **South** of Rajesh and Prabudass's plots, To the **North** of Canal.

VENDOR

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ITEM-2: In the Registration District of Puducherry, in the Registration Sub. District of Oulgaret, within Oulgaret Commune Panchayat, in Village No. 36, **Reddiarpalayam Revenue Village**, near Ragavendra Nagar, Land with Cadastre No. 58, **R. S. No. 153/2**, Patta No. 707, As per Settlement Record: R. S. No. 153/2/A/1, Cad. No. 58pt, Patta No. 1120, vacant plot having an extent of 12,557 sq. ft.

Boundaries: To the **East** of New Pathway, To the **West** of Sambath's land, To the **North** of Sri Ragavendra Nagar, To the **South** of Heera @ Himsudha's land.

ITEM-3: In the Registration District of Puducherry, in the Registration Sub. District of Oulgaret, within Oulgaret Commune Panchayat, in Village No. 36, **Reddiarpalayam Revenue Village**, near Ragavendra Nagar, Land with Cadastre No. 58, **R. S. No. 153/2**, Patta No. 707, As per Settlement Record: R. S. No. 153/2/A/1, Cad. No. 58pt, Patta No. 1120, vacant plot having an extent of 10,803 sq. ft.

Boundaries: To the **North** of Sri Ragavendra Nagar, To the **South** of Heera @ Himsudha's land, To the **West** of Badmanaban's land, To the **East** of Padmini's land.

In Total the vacant site measuring an extent of 40,217 sq. ft.

SCHEDULE 'B'

In the Property morefully described in 'A' schedule above (_____) i.e., _____ **sq. ft.** of the impartible undivided share, right, title and enjoyment of the land together with proposed apartment constructed viz " _____ **Apartment**" along with flat bearing **No.** _____ with _____ in the _____ Floor allotted by the VENDOR having built up area of _____ **sq. ft.**, (including common areas) with car parking .

IN WITNESS WHEREOF the parties herein have set their hands and affixed their signatures on the day, month and year aforementioned.

VENDOR

PURCHASER

Witnesses:

1.

2.