

AGREEMENT FOR SALE OF SHOP CUM OFFICE ACCOMMODATION UNDER OWN YOUR GARAGE/SHOPS/ OFFICE ACCOMMODATION SCHEME:

(OUTRIGHT PURCHASE)

THIS DEED OF AGREEMENT FOR SALE executed at Madras this day of, 1994 between the Tamil Nadu Housing Board a Body corporate constituted by the Tamil Nadu Housing Board Act of 1961. There in after represented by the Allottee Service Manager, Tamil Nadu Housing Board Division acting under the authority writing granted to him by the Board in this behalf in its resolution No. 7.11 dated. 25.2.1992 authorising him to sign this instrument and on behalf of the Board and having his office at, Madras. 600 040 herein after called the VENDOR which term shall where ever the context so permits, mean and include his successors in interest and assigns of the ONE PART and Thiru/ Tmt. Son/Wife of Thiru/Tmt. Residing at No.....

hereinafter called the PURCHASER which term shall wherever the context so permits mean and included his / her / heirs, executors, administrators and legal representatives of the OTHER PART.

WHEREAS the VENDOR has framed improvement scheme under the Tamil Nadu Housing Board Act of 1961 for acquiring building sites and erected buildings thereon consisting of several Shops and office accommodation and selling each Garage/shop/office accommodation independently and separately.

WHEREAS in pursuance thereto the VENDOR has acquired building sites under provisions of the land acquisition Act 1 of 1894 read with suitable modifications thereto under the provisions of the Tamil Nadu Housing Board Act and other legal Acts for time being in force.

WHEREAS in terms of the scheme for the sale of Garages/shops/office accommodation the VENDOR will vest the land on which the buildings consisting of

Garages/shops/Office accommodation are put up to Housing Co-operative Society to be formed by all the owners of Garages/shops office accommodations in the Area and such Housing Cooperative consisting of all the garages/shops/office accommodation owners as members shall.

hold the Land jointly on behalf of its members to protect their rights, privileges and benefits to be enjoyed by them in common and take over the maintenance of the buildings and amenities provided to them subject to such covenant touching such formation of Society under the scheme.

WHEREAS in purchase of the land Development scheme the VENDOR has constructed blocks of Garage/shops/office accommodations in all that piece and parcel of land more particularly described in the schedule hereunder and respective blocks consisting of Garage/shops/office accommodations thereon described in the Schedule hereinafter referred to as Garage /shops/office accommodation.

WHEREAS the vendor has agreed to sell the Garages/shops/office accommodations to the purchaser and the purchaser has agreed to purchase the said Garages/shops/office accommodation more fully described in the Schedule hereunder on the terms and conditions, express or implied herein after contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

1. Until such time as the vendor conveys and transfer the Garage/shop/office accommodation to the purchaser as herein after stipulated to until such time as the Sale is determined by the Vendor as hereinafter Provided the purchaser shall be allowed to occupy garages/shop/office accommodation on the terms and conditions expressed or implied, herein after mentioned from the date of this indenture.
2. It is expressly agreed between the parties hereto that the vendor shall hand over possession of the garage/shop/office accommodation to the purchaser only after the purchaser has paid the entire amounts specified.

3. It is expressly agreed between the parties hereto that the vendor shall maintain the open space and other common amenities only for a period for six months from the date of issuance of the regular allotment order in order to enable the allottees to form the housing society/Association registered under the Societies Act, 1975, within six months period. The maintenance of the above amenities on expiry of the period of six months shall vest with such society/Association. The purchaser shall pay the vendor towards monthly service charges a sum of Rs. on or before 10th of each month till the maintenance society/Association is formed as mentioned and takes over the maintenance. It is also expressly agreed between the parties hereto that at any time the Manager, Director may in his sole decision determine the increase of the service charges on account of increase in expenditure for the rendering of the service deemed to have become payable from the date of this indenture and the difference and the increased service charges payable under this clause shall be paid by the purchaser on demand to the vendor.
4. The purchaser shall be liable to maintain the Garage/shop/office accommodation in the good and tenable repair and condition. He/She shall be liable to the Tamil Nadu housing Board for the damages caused by rough, excessive other than normal or negligent use of the Garage/shop/office accommodation.
5. On the completion of the allotment of the garage/shop/office accommodation of the scheme the Housing Board will intimate the allottees of the scheme of the fore said completion of the allotment and regarding the total number of allotments made in respect of the scheme in order to assist the allottees to form the maintenance society Association within six months time from the date of issuance of regular allotment order to the respective allottees.
6. The purchaser shall form an Association under the Tamil Nadu societies Registration Act 1975 along with the other members of the Garage /shop/office accommodation in the scheme such convenient and conditions as are approved by the Vendor in writing at the time of proposal and framing of the bylaws of the

said maintenance of society or Association Registered under the provisions of the required Act.

7. From the date of taking possession of the Schedule mentioned Garage/shop/office accommodation the purchasers shall be liable in respect of the property to the government, state or Central Corporation of Madras and Tamil Nadu Housing Board any other local authority.
8. The purchaser shall be liable to maintain the property in good and tenable repair and conditions and shall carry out all repairs with previous written permission from Tamil Nadu Housing Board structural or otherwise and shall annually white wash the flat on its internal sides. The vendor shall be responsible for the maintenance of the external portions of the block general maintenance until such time an Association is formed among the allottees of the scheme and the Vendor is entitled to collect the maintenance charges from the purchaser.
9. The purchaser shall pay all charges of electricity for the garage/shop/office accommodations direct to the Madras Electricity Board.
10. The Tamil Nadu Housing Board or the vendor or any authorised representative or employee of the Vendor duly authorised by the Managing Director on this behalf shall be entitled at all reasonable times to enter upon the garage/shop/office accommodation and to inspect the same from time to time and also to carry out such additions and alterations of work or works on the premises as may be necessary in the interest of the upkeep of structures and general management until such time maintenance of Society/Association is formed by the allottees of this scheme or on failure of the purchaser or the co-operative society is not maintaining the property in good and tenable condition.
11. If the purchaser fails to carry out any repairs to the property which in the opinion of the Managing Director the vendor are necessary if the purchaser fails to pay any taxes or other dues which under the terms of this Indenture the purchaser is bound to pay, the vendor may carry out such repairs and make such payments on

behalf of the purchaser, such repairs shall be effected only after a notice in writing is given to the purchaser by the vendor and on the purchaser committing default in complying with such notice.

12. The purchaser shall pay interest at 17% per annum to the vendor on any payments add on behalf of the purchaser by the vendor and which under the terms of this indenture the purchaser is bound to pay and on any arrears of service or maintenance charges which might be due and outstanding by the purchaser without prejudice to other remedies open to the vendor.
13. The purchaser shall not assign sublet or part with the possession of the whole or any part of the garage/shop/office accommodation without the prior written permission of the vendor.
14. The purchaser shall not make any additions or alterations damage to the schedule mentioned garage/shop/office accommodation.
15. The purchaser shall not be use to the schedule mentioned garage/shop/office accommodation directly or indirectly or any other purpose except for the purpose of his/her commercial garage/shop/office accommodations.
16. Sale deed will be issued to the Purchase on settlement of full cost but only after formation of the Registered Society/Association, registered under the Society's Registration Act within six months from the date of issue of Regular Allotment Order and payment or other taxes to the State and Central local-Government.
17. The Purchaser should pay to the Vendor on demand maintenance charges, Insurance and other outgoings payable in respect of the property to the Government, State of Central Corporation of Chennai and any other Local or other authority, due and payable up to the date of the Registration of the Sale Deed, as fixed by the Managing Director of the Vendor. The registration charges the stamp duty and other incidental expenses shall be become by the Purchaser.

18. In case the Purchaser defaults in paying any of the amounts herein before provided on the dates and period fixed for payments, the Vendor may determine this agreement for sale and on such determination the Purchaser shall surrender the Garage shop/office accommodation to the Vendor Forthwith. The Vendor shall also demand and the purchaser shall also pay interest on such outstanding amounts at 17% per annum to be calculated from the date they originally become due for payment.
19. In case the Purchaser herein dies after their Garage shop/office accommodation is handed over to him/her and after paying the specified amounts and other dues regularly to the Tamil Nadu Housing Board, the vendor may in their option permit the transfer after obtaining an undertaking in writing from him/her that he/she will not, save as hereinafter provided, transfer the benefit under the scheme or otherwise or any interest therein by way of mortgage or otherwise or the Trust (Board) or to Co-operative Society.
20. The Vendor offers that Garage/shop/office accommodation as it is under the scheme and it is the express condition of this agreement that the Purchaser agrees to take the Schedule mentioned Garage/shop/Office accommodation as it is with full and definite knowledge of the nature and condition of the construction of the accommodation and amenities provided in the said garage/shop/office accommodation and also of the building of which the garage/shop/office accommodation forms a part. The occupation of the Garage/shop/Office accommodation the Purchaser will be with full knowledge of its nature of construction and its condition and neither the Purchaser will be with full knowledge of its nature of construction and its condition and neither the Purchaser nor other person occupying the said Garge/shop/office accommodation and claiming through him/her any right shall not have any claim for compensation in any manner whatsoever from the Vendor for any defects in construction structural or otherwise.

- 20(a). It is specifically agreed between both the parties that if any structural defects develop within three years in the foundation or within two years if the super structure from the date of allotment the Tamil Nadu Housing Board will rectify the same at its cost. If such defects develop after the above said periods, it is for the allottees to get the defects rectified after getting permission from Tamil Nadu Housing Board at his cost.
21. If the Purchaser commits a breach of any of the terms and conditions, expressed or implied of this indenture the vendor shall be entitled but shall not be bound to cancel the allotment and to determine the agreement for sale without prejudice to the rights of the vendor (i).to recover from the purchaser any loss, which the vendor might sustain consequent on the breach of contract committed by the Purchaser and ii) to take eviction and for recovery of arrears, proceedings under the provisions contemplated in the Tamil Nadu housing Board Act, 1961, and rules in force from time to time.
22. The Vendor, may but shall not be bound on the determination of this indenture for any breach there of on the part of Purchaser sell the Garage/shop/office accommodation to any of the Vendor and such terms and conditions as the Managing Director, Tamil Nadu Housing Board of the Vendor deems fit and the Purchaser will be liable to pay in addition to any amount payable as above mentioned, the difference between the value of the Garage/shop/office accommodation herein stipulated by the Vendor and the set price at which the property Garage/shop/office accommodation may be sold. If the property Garage/shop/office accommodation is sold at a higher price, the Purchaser shall not be entitled to the profits.
23. The Vendor has a lien on all amounts paid by the Purchaser towards the purchase price of the property Garage/shop/office accommodation for all amounts payable to the Vendor under this indenture and for any loss which the Vendor may sustain as a result of any breach by the Purchaser of the terms and conditions of the Indenture and the Vendor shall be entitled to adjust any such amounts paid by the

Purchaser against such loss and the balance if any after such adjustment will be refundable to the Purchaser.

24. The Vendor may in accordance with terms and provisions with regard to the transfer of the land transfer all that piece and parcel of the land on which the block of garage/shop/office accommodation are constructed inunder the Land Development scheme to the maintenance of society formed by the Purchaser of Garage/shop/office accommodation inon conditions as may be necessary for transferring the land and they may be called upon to execute such agreement or other documents of the Sale Deed having regard to the policy of the Vendor in making such transfer in favour of the Society to hold the land common path ways staircases and all other amenities enjoyed in common by all the members of the said Co-operative/maintenance society of Aringar Anna Nagar Building Commercial Complex are to hold handily of its members to protect their rights privileges and other common amenities and benefits and on behalf to take over the maintenance of the buildings with the amenities subject to such covenants touching such formation of maintenance Society under the scheme.
25. The Purchaser shall not during the pendency of this sale Agreement and until the Sale Deed is executed in favour of the Purchaser by the Vendor enabling the purchaser to become the full and true owner of the Garage/shop/office accommodation in any manner whatsoever, assign transfer or deal with his/her rights in favour of third parties who are not parties to this agreement. The Vendor shall not be bound to recognise any such transfer for assignment in favour of their parties, and not with standing such purported assignment, done contrary to those conditions, the purchaser shall continue to be liable to the Vendor for all the obligations contained in this Indenture.
26. Until the execution of the final sale deed in favour of the Purchaser, the schedule mentioned garage/shop/office accommodation remains the property of the Tamil Nadu Housing Board who shall be entitled to have a name plate fixed on each of

the said shop or on the building of which it forms part making the same as their property or to indicate the same in such other manner as they deem fit.

27. In the event of the Tamil Nadu Housing Board becoming entitled to retake possession of the said garage/shop/office accommodation it shall be lawful for the Tamil Nadu Housing Board by its authorised agent or agents to enter into and open the Garage /shop/office accommodation or any portion of it which will be in possession and occupation of the purchaser or any other persons not specifically named herein for the purpose of retaking possession of the said garage/shop/office accommodation and for that purpose (if necessary) to Break open all locks gates and doors whether/external or interior without being liable to the purchaser for trespass or otherwise and the Tamil Nadu Housing Board shall be deemed to be hereby appointed as the agent of the purchaser for the said purpose. It is expressly understood and agreed that the Tamil Nadu Housing Board shall be entitled to proceed against the purchaser in case of his/her default for recovery of arrears or of maintenance charges any compensation or the proceeds of this Sale Agreement as it is under the arrears of Land Revenue under the provisions of the Act and Rules in force from time to time.
28. In all matters of doubt concerning and in respect of this Indenture, the decisions of the Managing Director of the Vendor/of the Tamil Nadu Housing Board with regard to the construction of this agreement or any litigation or correspondence or disposal over it the same shall be paid by the purchaser seeking the construction of proceeding in litigation or carrying on correspondence.
29. The Purchaser shall be bound by the terms and conditions contemplated in the Application Form and the rules and regulations prescribed in the prospectus of this Scheme which will form part and parcel of this Indenture. Further the purchaser shall also be bound by the directions being given by the Managing Director from time to time in the interest of the upkeep of the buildings and general management.

30. It is expressly agreed between the parties herein that the terms and conditions expressed implied of this Agreement will be binding on the Purchaser until a Sale Deed is executed by the Vendor in favour of the purchaser.
31. The Purchaser shall not give any disturbance to the neighborhood or Public/Government and should not lock more than 60 days and should not violate any condition of this agreement and conditions of agreement and allotment letter. After getting pucca Sale Deed, the Purchaser should Co-operative maintenance of the from the respective Government Department.

IN WITNESS WHEREAS the Vendor and the Purchaser have signed their hands on the day, month and year first above written in the presence of witnesses.

SCHEDULE

All that piece and portion of the Basement/Ground/
First/Second/Third/Floor shop/office accommodation No. Construction Survey
No. R.S.No. in the Sub-District of Madras as per
sanctioned plan of the area/colony of the scheme with plinth area measuring Sq.
feet of Block on the
wing bounded as follows:

On the NORTH BY

On the EAST BY

On the SOUTH BY :

On the WEST BY

And the Garage/shop/office accommodation No. the
Basement/ground/first/second/third Floor.

Signature of the Lessee/Purchaser

ALLOTTEE SERVICE MANAGER,

LESSOR-VENDOR

(Named on Presence)
Signed and delivered by the above named
on in the Presence of:
Witness:

1..

2.