

LEASE – CUM – SALE AGREEMENT

FOR HIRE PURCHASE FLAT

THIS DEED OF LEASE-CUM-SALE AGREEMENT executed at Chennai this day of 200 between the Tamil Nadu Housing Board, a Body Corporate constituted by the Tamil Nadu Housing Board Act, of 1971 herein represented by the Allottee Service Manager, granted to him by the Board in this behalf in its resolution No.7.06, dated 13-9-90 authorising him to sign this instrument for and on behalf of the Board having his office atHEREIN AFTER CALLED THE LESSOR-VENDOR which term shall wherever the context so permits, mean the include his successors in interest and assigns of the ONE PART and Thiru.....son/wife ofresiding athereinafter called the LESSEE-PURCHASER which term shall wherever the context to permits an and include his/her heirs, executors, administrators and legal representatives of Other Part.

WHEREAS the LESSOR-VENDOR has sponsored improvement scheme under the Tamil Nadu Housing Board Act, 1961 for acquiring building sites and erecting buildings thereon consisting of several flats and selling each flat independently and separately under hire purchase system.

WHEREAS in pursuance thereto LESSOR-VENDOR has acquired building sites under provisions of the Land Acquisition Act 1 or o1894 read with suitable modifications thereto under the provisions of the Tamil Nadu Housing Board Act and other Legal Acts for the time being in force.

WHEREAS the price paid for acquiring such lands remain uncertain as the persons affected thereby are pursuing the matter for payment of increased compensation for the land so acquired before competent Tribunals and Courts:

WHERWAS therefore the price of the land as fixed by the LESSOR-VENDOR is this deed is purely tentative and is bound to be revised at a later stage in accordance with the decisions of the Tribunals and Courts referred to above.

WHEREAS in terms of the scheme for the sale of flats, the LESSOR-VENDOR will vest land on which the buildings consisting of the flat of put to an Association to be formed under the Tamil Nadu Societies Registration Act 1975 by all the owners for flats in the Area/Colony and such Association consisting of the flat owners shall hold the land jointly on behalf of its members to protect their/rights, privileges and take over the maintenance of the buildings and the amenities and benefits to be enjoyed by them in common/subject to such provided to them covenants throughing such formation Association under the scheme.

WHEREAS in Pursuance of the Higher/Middle/Low Income Group Housing Scheme the Lessor Vendor has constructed blocks of flats in all that Piece and Parcel of land more particularly described in the Schedule hereunder and the respective blocks consisting of flats thereon described in the Schedule hereinafter referred to as "Flat".

WHEREAS the Lessee Purchaser has offered to occupy as Lessee the Flat more fully described in the Schedule hereunder on the terms and conditions set out in the prospectus and to this agreement the installments and to treat him as Purchaser after the payment of all the Installments and the amounts due and payable under this agreement as tenants in common along with the other Purchaser and by forming a Association and the Lessor-Vendor has agreed to hand over the Flat to the Lessee-Purchaser on the terms and conditions hereinafter contained.

NOW THIS INDENTURE WITNESSETH AS FOLLOW

1. Until such time as the Lessor-Vendor conveys and transfer the Flat to the Lessee _Purchaser as hereinafter stipulated or until such time as the Lease is determined by the Lessor Vendor as hereinafter provided the Lessee-Purchase shall remain the tenant of the Lessor on terms and conditions mentioned and the Lease shall commence from the date of this indenture.

2. Until the monthly instalments for the Flat is finally by the Tamil Nadu Housing Board of the Lessor under Clause 3 below the Lessee shall pay to the Lessor a sum of Rs. per men sum as provisional installment together with the monthly service charge of about Rs..... both the amounts to be paid in advance on or before the 10th day of each month the first of such payments commencing on

3. 2. a) Until the amount of the total cost of construction and the value of the Flat is finally fixed and the price of the Flat is finally determined the Purchaser shall pay to the Vendor a tentative price of Rs.....Rupees.....only) in the following manner.

b) One quarter of the tentative cost of "flat" amounting to Rs.....(Rupeesonly) paid the purchaser inpayment of which the vendor hereby acknowledges,

c) It is expressly agreed that the purchaser shall accepted the firm cost of Rs.....(Rupeesonly) and to pay the difference in firm cost within the stipulated period.

4. It is expressly agreed between the parties hereto that at any time the Managing Director of the Lessor may in his sole discretion determine or increase the service charges on account of increase in expenditure for the rendering of the services and

also the installments as in clause 18 infra and the installment and service charges so fixed under this Clause shall be deemed to have become payable from the date of this indenture and any difference between the provisional installments and service charges already paid by the Lessee and amounts payable as installments and service charges under this Clause shall be paid on demand by the Lessee to the Lessor and if the payments of provisional installments and service charges are in excess of the installments and service charges finally fixed, the excess will be adjusted in the final installment and service charges payable after fixation thereof.

5. From the date of taking possession of the flat, the Lessee Purchaser shall be liable to pay all the rates taxes, cesses and other out-goings payable in respect of the property to the Government, State or Central, Corporation of Chennai and any other Local Authority.
6. (a) The Lessee Purchaser shall be liable to maintain the flat in good and tenantable repair and condition and shall carry out all repairs, structural or otherwise and shall annually white wash the flat on its internal sides. The Lessor-Vendor shall be responsible for the maintenance of the external portions of the block including its white washing once annually until such time an Association is formed by the allottees of this scheme.
(b) The Lessor-Vendor will inform the allottees of the flat regarding the total number of allotments made in respect of

area/colony in order to assist the Lessee of the flats to form the Association within a reasonable time on the receipt of such intimation.

© The Lessee shall form the Association along with other members of the flat in the area/colony with such covenants and conditions as are approved by the Lessor in writing at the time of forming the bye-laws of the said Association.

7. The Lessee shall pay all the charges of electricity for the flat direct to the Tamil Nadu Electricity Board.
8. The Tamil Nadu Housing Board of the Lessor or any authorised representative or employee of the Lessor duly authorised by the Managing Director in that behalf shall be entitled at all reasonable times to enter upon the flat and to inspect the same from time to time and also to carry out such additions and alternations of work or works on the premises as may be necessary of the interest of the upkeep of structures and general management until such time an Association is formed by the allottees of this scheme or on the failure of the Lessee or the Association in not maintaining the property in good and tenantable condition.
9. If the Lessee fails to carry out any repairs to the schedule mentioned flat, which in the opinion of the Managing Director of the Lessor are necessary or if the Lessee fails to pay any taxes or other dues, which under the terms of this Indenture the

Lessee is bound to pay, the Lessor may carry out such repairs or make such payments on behalf of the Lessee and recover the amount so incurred or paid from the Lessee committing default for one week in complying with such notice.

10. The Lessee shall pay interest at % per annum to the Lessor on any payments made on behalf of the Lessee by the Lessor and which under the terms of this indenture the Lessee is bound to pay and also on any arrears of rent and service charge which might be due and outstanding by the Lessee without prejudice to other remedies open to the Lessor.
11. The Lessee shall not assign sublet or part with the possession of the whole or any part of the schedule mentioned flat without the prior written permission of the Lessor.
12. The Lessee shall not make any additions or alternations to the schedule mentioned flats.
13. The Lessee shall not use the schedule mentioned flat directly or indirectly for any purpose except for the purpose of his/her own residence.
14. (a) The Lessor agrees to sell the flat more particularly described in the Schedule hereunder to the Lessee for such price as the Managing Director of the Lessor may at any time in his sole discretion finally fix, at which time the Managing Director of the Lessor is entitled to consider whether the price of the land acquired under the Land Acquisition Act, together with suitable modifications there to by the Local laws has become final by a conclusive adjudication thereon by the concerned Tribunals and Courts and also the cost of construction after the finalisation of the Accounts . The decision of the Managing Director of Lessor as to the price of Flat is final and binding on the Lessee agrees to purchase the Flat from the Lessor at the said price on the terms and conditions hereinafter mentioned.

(b) In the event of the Lessee paying the tentative costs of the land and flat within the period of this Lease, the Lessor will execute the sale deed in respect of the Schedule mentioned Flat in his/her favour only after the expiry of a period of Five year (from the date of possession) or after the final cost of the land and the Flat are duly determined by the Lessor, whichever is later and subject to the condition that the allottee/lessee is a member of the Association ofarea/colony and such Association should take over the entire maintenance and other common amenities enjoyed by the Lessee.
15. The Lessee will pay to the Lessor the Purchase price of the flat as per Clause 14 and other covenants in this Agreement and incidental charges such as stamp duty. Registration charges Management charges, Insurance and other out-going payable in respect to the property to the Government, State or Central, Corporation of

Chennai any other local or other authority as fixed by the Managing Director of the lessor in monthly installments of such amounts as may be fixed by the Managing Director of the lessor in his sole direction. Such installments shall be paid on or before the 10th day of each month for which it is due.

16. Until such time as the Lessor finally determines as aforesaid, the purchase price of the flat mentioned in the schedule hereunder and the incidental charges, or is enabled to so finally determined the purchase price of the flat having regard to the pendency or the proceedings for excess compensation which may be Instituted by persons affected in the Land Acquisition as aforesaid before the Tribunals or Courts as the case may be. Lessee will pay to the Lessor subject to Clause 2 and supra, a sum of Rs.....(Rupeesonly) per month as provisional Installments towards the purchase price of flat such payments being made on or before the 10th day of each month and first of such installments shall be payable on or before
17. The Lessee shall pay all stamp registration and other expenses incidental to the sale of the schedule mentioned flat prevailing on the date such charges are incurred, if such charges are in excess of payments already made, the excess will be made good by the Lessee/Purchaser.
18. After the purchase price has been duly determined by the lessor/vendor the amount payable for, installments shall be finally fixed by the lessor/vendor which become payable from the date of this indenture and any difference between the provisional installment towards the purchase price already paid by the Lessee/Purchaser and the amount payable as installments under Clause 15 above shall be paid on demand by the Lessee/Purchaser to the Lessor/Vendor in such installment as may be installments finally fixed, the excess will be adjusted in the final installments payable after fixation thereof.
19. The Lessee/Purchaser shall execute at his cost a final agreement as and when the amounts referred to in clause 16 are fixed and arrived at by duly registered at his/her cost.
20. In case the Lessee/Purchaser defaults in paying any of the amounts herein before provided on the dates fixed for payment the Lessor/Vendor may determine the Lease and on such determination the Lessee/Purchaser shall surrender the flat. The Lessee/Purchaser shall also pay interest on such outstanding amounts at per cent per annum to be calculated from the date when they fall due for payment.

21. In case the Lessee/purchaser dies after the flat is handed over him/her and after paying the monthly installments and other dues regularly to the Tamil Nadu housing Board, the Lessor/Vendor may in its action, permit the transfer of the benefit under this scheme in favour of the legal heir, 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 lease or license or otherwise to any person other than the Board or Association.
22. The Lessor/Vendor offers the flat as it is under scheme and it is the express condition of this agreement that the Lessee/Purchaser agrees to take the flat as it is with full and definite knowledge of the nature and condition of the construction of and accommodation and amenities provided in the flat and also of the building of which the flat forms a part. The occupation of the flat by the Lessee/Purchaser will be with full knowledge of its nature of constitution and its condition are neither the Lessee/Purchaser nor any other person occupying the said flat and claiming through him/her any right shall have any claim for compensation in any manner whatsoever from the Lessor/Vendor for defects in construction structural or otherwise.
23. If the Lessee/Purchaser commits a breach of any of the terms and conditions of this Indenture, the Lessor/Vendor shall be entitled, but shall not be bound to determine the lease and the agreement for sale without prejudice to the right of the Lessor/Vendor to recover from their Lessee/Purchaser any loss, which the Lessor/Vendor might sustain consequence of the breach of contract committed by the Lessee/Purchaser.
24. The Lessor/Vendor shall be entitled in addition to its right to determine the Lease-cum-sale agreement for sale in the event of breach by the Lessee/Purchaser of any of the conditions herein contained to recover from the Lessee/Purchaser any loss which the Lessor/Vendor might sustain consequent of such breach.
25. The Lessor/Vendor may but shall not be bound on the determination of this Indenture for any breach thereof on the part of the Lessee/Purchaser, sell the flat to any other person by private sale or by public auction at the option of the Lessor/Vendor and such terms and conditions as the Managing Director of the Lessor/Vendor deems fit and the Lessee/Purchaser will be liable to pay in addition to any amount payable as above mentioned, the difference between the price of the flat herein stipulated by the Lessor/Vendor and the net price at which the flat may be sold. If the flat is sold at a higher price, the Lessee/Purchaser shall not be entitled to the profits.

26. The Lessor/Vendor have a lien on all amounts paid by the Lessee/Purchaser towards the purchase price of the flat, for all amount payable to the Lessor/Vendor under this Indenture and for any loss which the Lessor/vendor may sustain as a result of any breach by the Lessee/Purchaser of the terms and conditions of the Indenture and the Lessor/Vendor shall be entitled to adjust any such amounts paid by the Lessee/Purchaser against such loss and the balance alone after such adjustment will be refundable to the Lessee/Purchaser.

27. the lessor/vendor may in accordance with terms and provisions contained in that behalf transfer all that piece and parcel of the land on which the blocks of flats are constructed in area/colony under the scheme to the association formed by all the purchasers of flat inarea/colony on conditions as may be necessary for transferring the land and they may be called upon to execute such agreement or other documents as the circumstances will admit, having regard to the policy of the Lessor/Vendor in making such transfer in favour of the Association to hold the land, common path ways stair cases and all other amenities enjoyed in common by all other amenities enjoyed in common by all the members of the said Association ofarea/colony to hold such lands jointly on behalf of its members to protect their rights privileges and other common amenities and benefits enjoyed by them in common and to take over the maintenance of the buildings and the amenities subject to such covenants toughing such formation of society under the scheme.

28. The Lessee/Purchaser shall not during the pendency of this lease and until a regular conveyance is obtained by the Lessee/Purchaser subject to the covenants of this agreement from the Lessor/Vendor enabling him to become the full and true owner of the flat, 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 Lessor/Vendor shall not be bound to recognise any such transfer for assignment in favauour of third parties, and notwithstanding such purported assignments done contrary to these conditions, the Lessee/Purchaser shall continue to be liable to the Lessor/Vendor for all the obligations contained in this Indenture.

29. During the Lease-cum-sale period the flat remains the property of the Tamil Nadu housing Board who shall be entitled to have a name plate kept fixed on each of the said flats or on the building on which forms part, marking the same as its property or to indicate the same in such other manner as it deems fit.

30. In the event of the Tamil Nadu Housing Board becoming entitled to retake possession of the schedule mentioned flat, it shall be lawful for the Tamil Nadu Housing Board by its authorised agent or agents to enter into and open the flat or any portion of it which will be in possession and occupation of the Lessee/Purchaser or any other persons not specifically named herein, for the purpose of retaking possession of the said flat and for that purpose (if necessary)

to break open all locks, gates and doors whether exterior or interior without being liable to the Lessee / Purchaser for trespass or otherwise, and the Tamil Nadu Housing Board shall be deemed to be hereby appointed as the agent of the Lessee / Purchaser for the said purpose. It is expressly understood and agreed between the parties herein that the Tamil Nadu Housing Board shall be entitled to produced against the Lessee / Purchaser in case his / her default for recovery of arrears of amount due and payable under this Indenture and compensation if any, as if it is an arrear of Land Revenue under the provision of Act.

30A. It is specifically agreed between both the parties that if any structural defect develops within three years in the foundation or within two years in the superstructure from the date of allotment, the Housing Board will rectify, the same as its cost. If such defect develops after the above said periods, it is for the allottee to get the defect rectified at his costs.

31. In all matters of doubt concerning and in respect of this Indenture, the decisions of the Managing Director, of the Lessor /Vendor shall be final and binding on the Lessee/ Purchaser any cost incurred by the Lessor /Vendor the Tamil Nadu Housing Board with regard to the construction of this agreement or any litigation or correspondence over shall be borne or paid by the Lessee seeking the construction or proceeding in litigation or carrying on correspondence.

32. The Lessee/Purchaser shall be bound by the terms and conditions not provided for in this agreement 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 Lessee/ 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.

SCHEDULE

All that piece and portion of theGround / First / Second/
Third floor flat constructed in Survey No..... R.S.No.....in
the Sub-District of Chennai/ as per sanctioned plan of the
.....area /Colony of the scheme with plinth area measuring
..... grounds.....Square feet ofBlock on the
wing bounded as follows:

North by :

East by :

South by :

West by :

And Flat No.....

on the Ground /First / Second /Third Floor.

SIGNATURE OF THE LESSEE / PURCHASER.

ALLOTTEE SERVICE MANAGER.

..... Division.

Tamil Nadu Housing Board

Lessor / Vendor.

Signed and delivered by the above named on..... 200 in the
presence of

.....

witness;

- 1.
- 2.