

SALE DEED

THIS DEED OF SALE is executed at Chennai on this the -----day of -----2006 by the Tamil Nadu Housing Board, a body corporate, constituted by the Tamil Nadu Housing Board Act 1961 (Tamil Nadu Act XVII of 1961) Hereinafter referred to as ‘THE ACT’ having its office atDivision, HEREINAFTER CALLED, “the VENDOR’ which term shall wherever the context so admits, mean and include, its successors and assigns, represented herein by its ThiruEXECUTIVE ENGINEER AND ADMINISTRATIVE OFFICER,Division,under the authority granted to him by the Board in this behalf by its Resolution No.120, dated 25.04.1981 authorising him to sign this instruments of sale on behalf of the Vendor of the ONE PART.

TO AND IN FAVOUR OF Thiru/Tmt.S/o. /W/o. Thiruand aged about.....years residing athereinafter called ‘the PURCHASER’ which expression shall where the context so admits, mean and include, his/her heirs, executors administrators and legal representatives, of the OTHER PART.

2. WHEREAS the Vendor has sponsored some housing improvement and building schemes under the Act for acquiring vacant sites and putting up building thereon to consist of several flats, so that each such flat could be sold independently and separately.

3. AND WHEREAS the Purchaser is one of those who had made an application No..... dated.....to the Vendor the allotment of such flat and has deposited with the Vendor under Receipt No.....dateda sum of Rs...../- only as Earnest Money / Registration Fee.

4. AND WHEREAS the Vendor has, on the said application from the Purchaser, allotted onthe flat bearing No.....in Floor in the building erected in Block No.....atallotted in and fully described in the First Schedule hereto, hereinafter referred to as the FLAT to the Purchaser, who has thereupon entered into agreement with the Vendor to Purchase the Flat on Hire/Outright purchase system on the terms and conditions set out herein.

5. AND WHEREAS the Vendor has finalised the construction of the Flat and has worked out the proportionate value of the land on which the block of Building, hereinafter called the BUILDING wherein the flat is a part stands at Rs...../- (Rupees.....only) which the Purchaser has paid.

6. AND WHEREAS the Purchaser has already remitted to the Vendor a sum of Rs...../- (Rupeesonly) under Receipt by way of 1/4th cost and has paid the balance of Rs.....on various Rt. Nos. on various dates where by the entire cost of the flat has been paid to the Vendor by the Purchaser.

7. AND WHEREAS the Vendor has in very sale, transfer or lease of the Flats under the present scheme imposed and intends in every such future transaction to impose the restrictions set forth in the Second Schedule hereto to the intend that any owner transferee or Lessee for the time being of any part of the building or any flat thereon may be able to enforce the observance of the said restrictions by the owners, transferees or occupiers for the time being of the together flats in the Building.

8. NOW THIS DEED WITNESSETH that in pursuance of the above said agreement for Sale and in consideration of the sum of Rs...../- (Rupeesonly) paid by the Purchaser to the Vendor, as mentioned in paragraph 6 above, the construction cost

of the flat together with the proportionate cost of land on which the building has been erected. the receipt of which the vendor doth hereby acknowledge and of the monthly service or maintenance charges hereinafter reserved and of the covenants of the purchaser hereinafter contained the vendor does by way of absolute SALE HEREBY grant, CONVEY, TRANSFER AND ASSIGN unto the Purchaser the undivided interest in all that piece or parcel of land where the building stands as shown in the plan annexed here to and with the Flat No.....in the Block No.....at(Scheme) more fully described in the First schedule hereto.

VENDOR'S COVENANTS:

9. The Vendor hereby covenants with the Purchaser that any public charges, taxes and all other outgoings payable to the Government or the Municipal, Revenue, urban or other local authorities levied in respect of the Flat shall be payable the purchaser on and from the date of taking over possession of the flat by the Purchaser that is from

10. The Vendor doth hereby covenant and declare that the Vendor has full and absolute right to convey, transfer and sell the said Flat and in the purchaser can enjoy the Flat with full rights, absolutely and the Vendor shall and will at the request and at the cost of the Purchaser do and execute and cause to be done and executed all such acts, deeds and things as the Purchaser may reasonably require for further and more perfectly assuring the title and right to the Flat hereby conveyed.

11. The Vendor hereby further covenants with Purchaser that the Vendor will require every person to whom the Vendor shall hereafter transfer grant or lease any flat comprised in the Building to covenant observe the restrictions set forth in the second schedule hereto.

12. The Vendor shall remain liable on the covenants on its part contained in this transfer so long as it shall remain owner of the rent charge hereby reserved but on transferring the said rent charge and appointing the transferee thereof to be trustee in its stead the Vendor shall cease to be liable on the said covenants.

PURCHASER'S COVENANTS

13. The Purchaser hereby covenants so as to bind the owners or lessees for the time being of the flat and so that this covenant shall be for the benefit and protection of the Building and the other flats herein and every part thereof with the Vendor and with the owner of the other flats comprised in the Building set forth in the second schedule hereto.

- a) That the Purchaser and the persons deriving title under him/her will at all times hereafter observe the restrictions set forth in the Second Schedule hereto.
- b) The Purchaser and the persons deriving title under him/her shall not put up any additional construction to the flat, without prior permission of the Housing Board in writing, based on the specific request from the planning authority.
- c) The Purchaser and the persons deriving title under him/her shall not put up construction of any sort over or around the space available in and around the flat, without prior permission of the Tamil Nadu housing Board in writing.
- d) That the Purchaser will become a member of the Co-operative Society to be formed among the assignees, owners or tenants of the Flats allotted in the building mainly for the purpose to taking over from the Vendor all the rights duties and obligations of the Vendor agreed to under this Deed for the common benefit of the assignees, owners or tenants of these Flats in the Building.

14. In case of any dispute arising between the parties hereto the same shall be referred to the Secretary to the Government, (Housing and Urban Development Department), whose decision thereon shall be final.

FIRST SCHEDULE- PROPERTY

All that piece and portion of the Flat No....., in the Ground/First/Second/Third floor of the Building in Block No....., at erected on the land in Survey No....., ofVillage,Taluk,District in Flat measuringSquare Feet (Plinth Area of Flat) and land being bounded on

the North by :

the East by :

the south by :

and the West by

Within the Sub-Registration District ofand Registration District of

SECOND SCHEDULE

Restrictions, easements, rights, privileges, exceptions reservations and matters in respect of theFat No.....at

1. Not to use the Flat nor permit the same to be used for any purpose whatsoever other than as private dwelling house in the occupation of one family only and not for any purpose from which a nuisance may arise to the owners lessees and or occupiers of the

other flats comprised in the building or in the neighborhood for any illegal or immoral purpose.

2. Not to throw dirt, rubbish, rags, refuse of other objectionable things or permit the same to be thrown into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Flat.

3. Not to play gramophone, radio apparatus wireless, loud speaker or other mechanical and or other musical instrument of any kind nor to practice any singing in the Flat so as to cause annoyance to the owners/lessees and or occupiers of the other flats comprised in the Building or so as to be audible outside, during night hours.

4. No Vehicle other than a private motor-car or private motor-cycle shall be kept in the Garage.

5. Full right and liberty for the Purchaser and all persons authorized by the Purchaser (in common with all other person entitled to the like right) at all times by day or by night and for all purpose to go pass and repass over and along the fore court shown on the plan annexed hereto and through and along the main entrance of the Building and the passages, landings and staircases leading to the Flat.

6. Full right and liberty for the Purchaser and all persons authorised the Purchaser (in common with all other persons entitled to the like right) with or without motor cars and other vehicles at all times by day or by night and for genuine purpose to go pass and repass over and along the way shown on the plan annexed hereto.

7. The right to the Purchaser with servants workmen and others at all reasonable times on notice (except in the case of emergency).

- a) to enter into and upon other parts of the building for the purpose or repairing, cleaning maintaining or renewing any such sewers, drains, water courses cables

and wire with as little disturbance as possible and making good any damage caused and

- b) to enter into and upon other parts of the building for the purpose of repairing, maintaining, renewing, altering or rebuilding the Flat or any part of the Building subjacent or lateral support shelter or protection to the flat.

8. All the above easements rights and privileges are subject to and conditional upon the Purchaser's contributing and paying his share for the expenses for maintaining and operating common amenities provided or available in the building.

9. The Vendor and its Surveyors or Agents with or without workmen and others at all reasonable times and notice (except in case of emergency) to enter the Flat for the purpose of carrying out obligations under clause 10 of this Deed.

10. There is excepted and reserved absolutely out of this transfer the right to erect and maintain a television aerial or aerials on the roof of the building for the use of the occupation of the building and to run wires connecting such aerial or aerials to the television receiving sets in the flats comprised in the Building.

11. The cost of cleaning and lighting the passages, landings, staircases and other parts of the Buildings so enjoyed or used by the Purchaser in common as aforesaid and keeping the forecourt garden way and other parts of the Building shown of the Plan annexed hereto to be proportionally borne by the Purchaser.

12. The Purchaser undertakes to and shall always be entitled to become a member of any association of the owners of Flat (Registered or not herein) contemplated and shall be liable to contribute as the said owners may decide by majority such sums at such periods as they may decide for the purpose of meeting expenses common to owners of flats including taxes and the Purchaser hereby undertakes to keep the other owners of flats

indemnified against all losses, costs, and damages they may be put to on account failing to contribute his/her share.

13. Should the Purchaser default payments due for any common benefits or amenities the Vendor or the Co-operative Society to be formed shall have the right to remove such benefits or amenities from his/her enjoyment.

14. General:

The Vendor will not be responsible in any dispute among the purchasers or persons authorised by the Purchasers on the following issues:

- a) Construction of temporary or pucca structure for shelter for car / motor cycle in the common area by any purchaser/purchasers.
- b) Construction of bore-well and delivery/ suction pipes/ pump sets other than for common use but for individual/certain individuals benefit.
- c) Fencing or demarcating or encroaching a portion of the common area for developing kitchen gardens, trees for individual/certain individuals, benefit.
- d) Blocking of roads, pathways common passage in flats by any manner objected to by the others.
- e) Any other issue. All issues are to be sorted out by themselves with the appropriate authority other than the vendor and the vendor will not mediate in the settlement of un-authorised actions of any individual or group of individuals (purchasers)

IN WITNESS WHEREOF this Deed has been executed by the Tamil Nadu Housing Board represented herein by its EXECUTIVE ENGINEER AND ADMINISTRATIVE OFFICER,Division Thiru who has signed this Deed on behalf of the Board as per the authority granted to him/her by the Board.

IN WITNESS WHEREOF the Vendor and the Purchaser have set their hands to this Deed of Sale on the day month and year above written.

<p>(PURCHASER) Signed and delivered by the above named: In the presence of</p>	<p>EXECUTIVE ENGINEER AND ADMINISTRATIVE OFFICERdivision, Tamil Nadu Housing Board, Chennai (VENDOR)</p>
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SUPERINTENDENT
.....Division

ASSISTANT
.....Division,