



AGREEMENT FOR SALE OF HOUSE FLAT UNDER SELF FINANCE SCHEME

S.No. 1879

THIS DEED OF AGREEMENT FOR SALE executed atth
.....200 between the Tamil Nadu Housing Board, a body C
by the Tamil Nadu Housing Board Act 1961, hereinafter represented
Marketing and Service, Mogappair Division/Unit of Tamil Nadu Housing Board acting under the
authority in writing granted to him / her by the Board in this behalf in its Resolution 7. U
Dated 10-03-07 authorising him/her to sign this instrument on behalf of the Board and having
his /her officer atAnna Nagar Division.....



.....hereinafter called the **VENDOR** which terms shall wherever
the context so permits, mean and include his/ her successors in interest and assigns of the **ONE**
PART and Thiru/~~Mr~~ Ramnath Bhuvanesh-R son of/ ~~wife of~~
K. Rajaraman residing at 127/16, Ajanta
Flats, 16 Main Road, Anna Nagar West, Ch-40.
.....hereinafter called the **PURCHASER** which term shall wherever the context so
permits, mean and include 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 1961, for acquiring building sites and erecting buildings thereon consisting of Houses / Flat
and selling each house / flat independently and separately.

WHEREAS in pursuance thereto the **VENDOR** has acquired building sites under provisions of the
Land Acquisition Act, 1894 (Central Act 1 of 1894) read with suitable modifications thereto,
under the provisions of the Tamil Nadu Housing Board Act and other local laws for the time
being in force.

WHEREAS in terms of the scheme for the sale of Houses/Flats, the **VENDOR** will vest the land
on which the buildings consisting of flats/houses are put up to Association to be formed by all
the owners of flats/house in the Area / Colony and such Association consisting of all the
flat/house owners as members shall hold the land jointly on behalf of its member 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 Association under the scheme.

WHEREAS in pursuance of the self financing schemes formulated by the Vendor Mogappair
Division/Units is to Construct house/flat in the plot being the piece and parcel of land more
particularly described in the schedule hereunder and which together with the building to be
constructed herein after referred to as "the PROPERTY".

WHEREAS the **VENDOR** has called for application for allotment of flat/house under Self Finance
Scheme atAnna Nagar 16 H.H. of Anna Nagar Division / Unit.

WHEREAS the **Purchaser** applied for allotment of flat/house on 6-7-2021 to the
Mogappair Division/Unit for the allotment to him/her of a property under the above said
scheme and he/she has been allotted flat/house bearing No.
477/3 Ground/First/Second/Third floor vide letter No. ANM/541/2021
dated 6-7-2021

WHEREAS the **Vendor** has agreed to Sell the flats/House to the Purchaser and Purchaser has
agreed to purchaser the said flat/House morefully described in the schedule hereunder on the
terms and conditions, expresses or implied hereinafter contained.

R. Ramnath Bhuvanesh-R
Signature of the Purchaser

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :

The Purchaser has agreed to make payment as per following term.

1. The terms of payment in respect of _____ Self Financing Scheme

- a) 15% of the cost paid along with application.
- b) 30% of the cost to be paid within three months from the date of allotment order.
- c) 35% of the cost to be paid within six months from the date of allotment order.
- d) 20% of the cost to be paid within nine months from the date of allotment order.
- e) In the case of default the Purchaser is liable to pay interest to the Vendor at the rate of 9% p.a for the delayed payment as per the above norms.
- f) The Project period is minimum of sixteen months from the date of allotment of flat/house and extended upto six months in the event of unforeseen conditions and acts of God.
- g) The Vendor is liable to pay interest to the Purchaser at the rate of 4% for the amount paid to the Vendor for the period beyond the project period.
- h) The Vendor shall hand over flat / house to the Purchaser after completion of the construction in all respects and after payment of full cost by the Purchaser to the Vendor.

2. Until such time as the Vendor conveys and transfer the flat / house to the purchaser as hereinafter stipulated or until such time as the sale is determined by the Vendor as hereafter 'provided' the purchaser shall be allowed to occupy flat/house on the terms and conditions expressed or implied hereinafter mentioned from the date of this indenture.

3. (a) It is expressly agreed between the parties here to that the Vendor shall hand over possession of the Flat / House to the purchaser only after the purchaser has paid the entire amounts specified.

(b) It is expressly agreed between the parties hereto that the purchaser shall pay the Vendor towards the monthly service charges a sum of Rs. p.m. on or before the 10th day of each month, a first of such payments commencing on

4. It is also expressly agreed between the parties hereto that at any time the **VENDOR** may in his sole discretion determine the increase of the service charges on account of increase in expenditure for the rendering of the service and the service charges so fixed under this clause shall be deemed to have become payable from the date of this indenture and the difference between the service charges already paid by the purchaser and the increased service charges payable under this clause shall be paid by the purchaser on demand to the Vendor.

5. (a) On completion of the allotment of the flat /house at..... Self Financing Scheme the **VENDOR** will intimate the allottees of the aforesaid completion of the allotment and regarding the total number of allotments made in respect of that Scheme in order to assist the allottees to form the Association within reasonable time from the date of receipt of such intimation by the respective Allottees.

(b) The Purchaser shall form the Association along with the other member of the flat / House in the area / Colony with such covenants and conditions as are approved by the vendor in writing at the time of proposal and framing of the bye-laws of the said society.

6. From the date of taking possession of the schedule mentioned Flat/House, the Purchaser shall be liable to pay all the rates of taxes, cesses and other outgoings payable, in respect of the property to the Government, State or Central, respective Corporation and any other local or other Authority.

7. The purchaser shall pay all charges of electricity for his/her flat /house directly to the TamilNadu Electricity Board.



Signature of the Purchaser

8. The Tamil Nadu Housing Board or other Vendor or any authorised representative of employees of the Vendor duly authorized by the Vendor in that behalf shall be entitled at all reasonable times to enter upon the flat / house and to inspect the same from time to time, and also to carry out such addition and alteration of work or works on the premises as may be necessary in the interest of the upkeep of structures and general managements until such time an Association is formed by the allottees of this scheme or on failure of the purchaser or the Association in maintain the property in good and tenable conditions.

9. If the purchaser fails to carry out any repairs to the property which in the opinion of the Vendor are necessary, or 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 carryout such repairs or 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.

10. The Purchaser shall pay the interest at ruling rate inforce to the Vendor on any payments made 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.

11. The purchaser shall not make any additions or alterations to the schedule mentioned flat / house.

12. The purchaser shall not use the schedule mentioned flat / house directly or indirectly for any other purpose except the purpose of residence.

13. (a) The Vendor agrees to sell the flat/house more particularly described in the Schedule here under to the purchaser for such price as the Vendor may at any time in its sole discretion finally fix, at which time the Vendor is entitled to consider whether the price of the land acquired under the Land Acquisition Act, together with suitable modifications thereto 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 Vendor as to the price of Flat /House is final and binding on the purchaser and the purchaser agrees to purchaser the flat /house from the vendor at the said price on the terms and conditions herein after mentioned.

(b) In the event of the Purchaser paying the full cost of the flat /house within the period, the Vendor will execute the Sale Deed in respect of the Schedule mentioned flat /house in his / her favour only after the completion of works in all respects after the expiry of the Project period also subject to the condition that the allottee / purchaser is a member of the respective Association of the scheme should take over the entire maintenance and other common amenities enjoyed by the Purchaser.

14. The purchaser will pay to the Vendor on demand management charges, insurance and other outgoings payable in respect of the property to the Government, State or Central, respective Corporation and any other Local or other authority, due and payable upto the date of the registration of the sale deed, as fixed by the Vendor. The registration charges, the stamp duty and other incidental expenses shall be borne by the purchaser.

15. In case the purchaser herein dies before handing over of the flat /house 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 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 mortgage or otherwise or the right to enjoy by way of lease or license or otherwise to any person other than the Board or Association.

16. The Vendor offers the flat /house as it is under the scheme and it is the express condition of this agreement that the Purchaser agrees to take the schedule mentioned Flat /House 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 flat /house and also of the building of which the flat / house forms part. The occupation of the flat /house by the purchaser will be with full knowledge of its nature of construction and its condition and neither the purchaser nor any other person occupying the said flat / house 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.

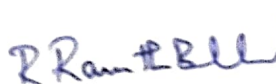
17. If the purchaser commits a breach of the terms and conditions expressed or implied of this indenture, the Vendor shall be entitled but shall not be bound to cancel the allotment and to determine the agreement for sale without prejudice to the rights of the Vendor.

18. The Vendor may in accordance with the terms and provision with regard to the transfer of the land, transfer all their piece and parcel of the land on which the blocks of flat /house area / is constructed in this scheme area/ colony under the self finance scheme to Association formed by the purchaser of flat /house in this scheme area / colony on conditions as may be necessary for transferring the land and they may be called upon to execute such agreements or other documents of the Sale deed having regard to the policy of the Vendor in making such transfer in favour of the Association to hold the land, common path-ways staircases and all other amenities enjoyed in common by all the members of the said Association of this scheme area/ colony to hold jointly of its members to protect their rights privileges and other common amenities and benefits and on behalf to take over the maintenance of the building with the amenities subject to such covenants touching such formation of association under the scheme.

19. 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 flat /house in any manner whatsoever, assign, transfer, or deal with his/ her rights in favour of third parties, to this agreement. The vendor shall not be bound to recognise any such transfer or assignment in favour of third 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.

20. Until the execution of the final sale deed in favour of the purchaser the schedule mentioned flat /house remains the property of the Tamil Nadu Housing Board.

21. In all matters of doubt connecting and in respect of this indenture the decisions of the Vendor shall be final and binding on the purchaser. Any cost incurred by the Vendor the Tamil Nadu Housing Board with regard to construction of this agreement or any litigation or correspondence over it the same shall be paid by the purchaser seeking the construction on proceeding in litigation or carrying on correspondence


Signature of the Purchaser

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

(b) "It is also agreed between both the parties that the Board would maintain the building and its amenities till the maintenance of the flat/house is handed over to the Allottees Association and that once the maintenance is handed over by Tamil Nadu Housing Board, it should be there responsibility of the Association to look-after the building and their amenity work as well".

22. The purchaser shall be bound by the terms and conditions contemplated in the application form and the rules and regulations prescribed in the prospects 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 Vendor from time to time in the interest of the upkeep of the buildings and general management.

a) The Purchaser of the flat shall make his/ her own arrangement to park their vehicles.

(i.e) to park the Cars either in the Stilt Area and to park the two wheelers in the space around the blocks of flat

23. It is expressly agreed between the parties herein that the terms and conditions expressed or implied in this agreement will be binding on the purchaser until the sale deed is executed by the Vendor in favour of the Purchaser.

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 First floor
Flat No. / House No. 477/3 constructed in survey No. 207/23pt Block No 19,
T.S. no. 158 in the sub-District of Chennai as per the sanctioned plan of the 16 H.H.
12th Main Road, A.W. West scheme under Self Finance Scheme with plinth
area measuring 1032 Square feet of block on the wing bounded as
follows :

On the North by : open & 1.80m wide corridor

On the East by : Lift, staircase & open

On the South by : 3.00m wide Drive way

On the West by : 3.00m wide Drive way

and the flat No. 477/3 on the First floor

U.D.S. 0520 sqft

R. Ravi H. Bell
Signature of the Purchaser

Family Photo here to be attested by a Gazetted Officer with date



R. Ravi B. B.

Signature of the Purchaser

Signed and delivered by the
above named in the presence of

1.

2.

L. SRINIVASALU
Advocate & Notary,
2/PC1A1, Mogappair West,
Chennai-600 037.

E.E.S.A.D.O. / Manager, Marketing and Service
Anna Nagar Division.
Tamil Nadu Housing Board.