

**DRAFT - SALE DEED**

THIS DEED OF SALE is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of  
May 2017

BY

TAMIL NADU POLICE HOUSING CORPORATION LIMITED, a Company incorporated under the Companies Act 1956, having its Registered Office at No.132, E.V.R. Salai, Kilpauk, Chennai – 600 010, represented by its authorized General Manager (Finance and Administration) vide its Board resolution No.6, dated 09.11.1992, hereinafter called “THE VENDOR” which expression, wherever the context shall mean and include its successors in interest and assigns.

TO AND IN FAVOUR OF

....., Son of ....., aged about .... years, residing at ....., hereinafter called “THE PURCHASER” which expression, wherever the context so permits shall mean and include his/her legal heirs, legal representatives, executors, administrators and assigns witnesseth :

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

3. AND WHEREAS the Purchaser is one of those who had made an application in No.----- dated ..... to the VENDOR for the allotment of such flat and has deposited with the VENDOR under Receipt No....., dated ------, a sum of Rs..../- (Rupees ..... only) as registration fees.

4. AND WHEREAS the VENDOR, has on the said application from the PURCHASER, allotted a Flat bearing No...., in ... Floor, in the building erected in Block No..... at MELAKOTTAIYUR Village, Thiruporur Taluk, Kancheepuram District, comprised in Survey No.148/31C, measuring to a total extent of 47.60 Acres allotted in and fully described in the First Schedule hereto, hereinafter referred to as the Flat to the PURCHASER, who has thereupon entered into arrangement with the VENDOR to purchase the Flat on 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 cost of the Flat with 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).

6. AND WHEREAS the Purchaser has already remitted to the Vendor a sum of Rs. ..../- (Rupees .... Only) on various receipts Nos. and various dates whereby the entire cost of the flat has been paid to the Vendor by the Purchaser.

7. AND WHEREAS the Vendor has in every 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 the intend that any owner transferee or Lessee for the time being of any part of 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 all the flats in the Building.

8. NOW THIS DEED WITNESSETH that in pursuance of the above said agreement and in consideration of the sum of Rs. ..../- (Rupees ..... Only) 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 and parcel of land where building stands as shown in the Plan annexed here to and with the Flat No....., in the ... Floor, Block No..... at Melakottaiyur Village, Thiriporur Taluk, Kancheepuram District, more fully described in the Second Schedule hereunder constructed on the land Compried in Survey No. 148/31C, measuring to a total extent of 47.60 Acres morefully described in the First Schedule hereto.

**VENDOR' S COVENANTS:**

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

10. The VENDOR does hereby covenants and declare that the Vendor has full and absolute right to convey, transfer and sell the said Flat and in the manner above said and the Purchaser can enjoy with the Flat with full rights, absolutely and the Vendor shall and will from the time to time and at all times at the request and at the cost of the Purchaser do and execute and cause to be done and executes all such acts, deeds and things as the Purchaser may reasonably require for further and more perfect 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 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 comprised in the Building set forth in the Second schedule hereto.

a) That the Purchaser and the persons deriving title under his 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 Police Housing Corporation in writing, based on the specific request from the Planning authority.

c) The Purchaser and the persons deriving title under him shall not put up construction of any sort over or around the space available in and around the flat.

d) That the Purchaser will become a member of the Co-Operative Society to be formed among the assignees, owners or tenants of the flat 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 benefits of the assignees, owners or tenants of these flats in the Building.

e) The Purchaser should not assign or part with the possession of the whole or any part of the schedule property without the prior written

permission of the VENDOR within a period of five years from the date of transfer of ownership and execution of the final sale deed in his/her favour.

13. In case of demise of any allottees, his/her authorized legal representatives will be allotted the same flat / house.

14. In case of any dispute arising between the parties hereto the same shall be referred to the TAMIL NADU POLICE HOUSING CORPORATION LIMITED, whose decision thereon shall be final.

### **FIRST SCHEDULE PROPERTY**

All that piece and parcel of land and superstructure situated at Melakottaiyur Village, Thiruporur Taluk, Kancheepuram District, Comprised in Survey No.148/31C, measuring to a total extent of 47.60 Acres.

#### BOUNDED ON THE

NORTH BY - .....,  
SOUTH BY - .....,  
EAST BY - .....,  
WEST BY - .....

Situated within the Registration District of Chennai South and Sub Registration District of Guduvanchery.

### **SECOND SCHEDULE**

Restrictions, easements, rights, privileges, exceptions, reservations and matters in respect of the Flat No....., ..... FLOOR with plinth area of -----  
- Sq.ft., (inclusive of common areas) together with ----- Sq.ft., undivided share of land out of total land situated at Melakottaiyur, Thiruporur Taluk, Kancheepuram District, Comprised in Survey No.148/31C, measuring to a total extent of 47.60 Acres described in the First Schedule described above.

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 not for any purpose from which a nuisance may rise to the owners lessees and or occupiers of the other flats comprised in the Building or in the neighbourhood not for any illegal or immoral purpose.
2. Not to throw dirt, rubbish, rages, refuse of other objectionable things or permit the same to be thrown into 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 instruments of any kind nor to practice any signing 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 audible outside during night hours.
4. No Vehicle other than a private motorcar or private motorcycle 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 purposes to go, pass and re-pass over and along the force 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 thye Flat.
6. Full right and liberty for the Purchaser and all person authorized the Purchaser (in common with all other person entitled to the like right) with or without motor cars and others vehicles at all times by day or by night and for all purposes to go, pass and re-pass 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 of repairing, cleaning maintenance or renewing any such sewers, drains water courses cable and wire with as little disturbance as possible and making good any damages cause and.
  - b) To enter into and upon other parts of 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 privilege are subjects 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 obligation under clause 10 of this Deed.

10. There is excepted and reserved absolutely out of this transfer the right to erect and maintain television 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 Purchaser hereby undertakes to keep the other owners of flats indemnified against all losses, costs and damages as they may be put to on account failing to contribute his 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 enjoyment.

14. GENERAL:

The VENDOR will not be responsible in any dispute among the PURCHASERS or persons authorized 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/pumpsets other than for common use but for individual / certain individual benefit.

- c) Fencing or demarcating or encroaching a portion of the common area for development 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 unauthorized actions of any individual or group of individuals (PURCHASERS)

IN WITNESS WHEREOF this deed has been executed by TAMILNADU POLICE HOUSING CORPORATION LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at No.132, E.V.R.Salai, Kilpauk, Chennai – 600 010, represented by its authorized General Manager (Finance and Administration) who has signed this deed on behalf of the Company as per the authority granted to him by the Company.

**IN WITNESS WHEREOF THE VENDOR AND THE PURCHASER HAVE EXECUTED THIS DEED OF SALE ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.**

**PURCHASER**

**GENERAL MANAGER  
(FINANCE AND ADMINISTRATION)**

**WITNESSES :**

1.

2.