SALE DEED **(PLOT)**

THIS DEED OF ABSOLUTE SALE executed on this .....th day of ..... BETWEEN THE TAMIL NADU HOUSING BOARD a statutory body incorporated by the Tamil Nadu Housing Board Act XVII of 1961, hereinafter represented by the Executive Engineer & Admn. Officer of Tamil Nadu Housing Board Salem Housing/Unit acting under the authority granted to him by the Tamil Nadu Housing Board in writing in this behalf by its Resolution No. 120, Dated 25.4.1981 authorizing him to sign for and on behalf of the Tamil Nadu Housing Board and having its office at Salem-8. hereinafter called the 'VENDOR', which term shall, wherever the context so permits, mean and include their successors in interest and assigns of the ONE PART :

TO AND IN FAVOUR OF Thiru/Tmt.....
Son/Wife of Thiru.....and residing at.....
.....

hereinafter called the 'PURCHASER' which expression shall whenever the context so permits mean and include his/her heir, legal representative, successors in interest, executors, administrators and as signs of the OTHER PART WITNESSETH as follows:

1 WHEREAS the Board of the Vendor by its resolution No .....dated ..... Proposed to undertake the improvement scheme, commonly known as .....

.....

WHERAS by G.O.Ms. No.....dated .....

the Government of Tamil Nadu duly sanctioned and approved the aforesaid improvement scheme, HIG/MIG/LIG, EWS/L.B Plot No.....

II WHEREAS after due enquiry vacant land has been acquired for the purpose of the said scheme.

III WHEREAS the above said land has been transferred to and are now vested with the Vendor herein.

IV WHEREAS the Vendor is thus vested with the absolute rights of ownership and possession of the said land.

V WHEREAS the property more fully described in the Schedule hereunder and herein after referred to as the PROPERTY is part and parcel of the land covered under the Scheme referred to above.

VI WHEREAS the Purchaser was allotted on ..... the Schedule mentioned property under a Leasc-Cum-Sale Agreement entered into by him with the Vendor.(this para applicable on Hire purchase only and should be deleted for out right purchase cases).

VII WHEREAS the Vendor and the Purchaser herein have mutually agreed to effect this Deed of Absolute Sale of the Schedule mentioned property for a total price of Rs. ..... (Rupees ..... only), which includes cost of plot and development charges as on the date of allotment.

VIII. NOW THIS INDENTURE WITNESSETH that in pursuance of the above said agreement and in consideration of the payment of Rs..... (Rupees ..... only) made by the Purchaser to the Vendor herein, the Vendor doth hereby admit and acknowledge the receipt of the entire sum of Rs. ..... (Rupees ..... only) in the manner aforesaid: the Vendor doth hereby grant, convey, assign and sell unto the Purchaser by way of ABSOLUTE SALE of all that piece and part of land morefully described in the Schedule hereunder, written in the plan annexed hereto with all the rights, privileges and easements, drains, water courses, advantages and appurtenances whatsoever to the said property or any part thereof belonging to or the same now or hereto before held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and all the rights, title and interest, claim and demand whatsoever of the Vendor into or upon the same TO HAVE AND TO HOLD the aforesaid property morefully described in the Sched

1. The VENDOR doth hereby covenant with the Purchaser that notwithstanding anything done, omitted or knowingly suffered to the contrary the Vendor herein has absolute power to convey to the Purchaser the property mentioned in the Schedule hereunder and every part thereof and the same shall remain and belong for the Purchaser in the manner aforesaid, without any interruption claim or demand by the Vendor or any person claiming through or under the Vendor and that the Vendor will at all times execute and do or cause to be executed all deeds, things, whatsoever for the purpose of the property mentioned in the Schedule hereunder.

2. THE VENDOR covenants with the Purchaser that all taxes and Public dues on the said land hereby sold and delivered to the Purchaser have been paid and the Vendor has not created any encumbrance of the said lands or any part thereof and that there are no charges, lien, claim or attachment whatsoever on the said piece and parcel of land in respect of the above land and that the Purchaser may quietly enter upon, hold and enjoy the said property hereby sold.

3. THE PURCHASER covenants with the vendor that the purchaser shall use the property hereby conveyed only for the purpose for which it was allotted i.e.,

i) Residential Purpose
ii) Public Purpose/institutional use zone.
iii) Commercial Purpose
iv) School/institutional use zone.
v) Public Purpose (Community hall)/ institutional use zone.

SCHEDULE

(Sub- District of /District)

All that piece and parcel of land situated in S. No. ..... of..... village, marked as plot No..... in the sanctioned plan ..... and measuring ..... Sq/M.ft and thereabouts bounded as follows:

On the North by :

On the East by :

On the South by :

On the West by :

Measuring on the North _____ M, on the East _____ M, on the South_____M,and on the West _____ M, Splay_____M, in all measuring_____Square Metre.

In WITNESS WHEREOF the Vendor has executed this deed of sale on the day, month and year first above written.

Executive Engineer & Adm.Officer

WITNES :

Salem Housing Unit,
Tamilnadu Housing Board

VENDOR

1) Superintendent
Salem Housing Unit,
Salem-8.

2) Assistant / Junior Assistant,
Salem Housing Unit,
Salem - 8.

SALE DEED **(PLOT)**

THIS DEED OF ABSOLUTE SALE executed on this .....th day of ..... BETWEEN THE TAMIL NADU HOUSING BOARD a statutory body incorporated by the Tamil Nadu Housing Board Act XVII of 1961, hereinafter represented by the Executive Engineer & Admn. Officer of Tamil Nadu Housing Board Salem Housing/Unit acting under the authority granted to him by the Tamil Nadu Housing Board in writing in this behalf by its Resolution No. 120, Dated 25.4.1981 authorizing him to sign for and on behalf of the Tamil Nadu Housing Board and having its office at Salem-8. hereinafter called the 'VENDOR', which term shall, wherever the context so permits, mean and include their successors in interest and assigns of the ONE PART :

TO AND IN FAVOUR OF Thiru/Tmt..... Son/Wife of Thiru.....and residing at..... .....

hereinafter called the 'PURCHASER' which expression shall whenever the context so permits mean and include his/her heir, legal representative, successors in interest, executors, administrators and as signs of the OTHER PART WITNESSETH as follows:

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WHERAS by G.O.Ms. No.....dated .....

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VIII. NOW THIS INDENTURE WITNESSETH that in pursuance of the above said agreement and in consideration of the payment of Rs..... (Rupees ..... only) made by the Purchaser to the Vendor herein, the Vendor doth hereby admit and acknowledge the receipt of the entire sum of Rs. ..... (Rupees ..... only) in the manner aforesaid: the Vendor doth hereby grant, convey, assign and sell unto the Purchaser by way of ABSOLUTE SALE of all that piece and part of land morefully described in the Schedule hereunder, written in the plan annexed hereto with all the rights, privileges and easements, drains, water courses, advantages and appurtenances whatsoever to the said property or any part thereof belonging to or the same now or hereto before held, used, occupied or enjoyed or reputed to belong or be appurtenant thereto and all the rights, title and interest, claim and demand whatsoever of the Vendor into or upon the same TO HAVE AND TO HOLD the aforesaid property morefully described in the Sched ... unto the Purchaser

AGREEMENT FOR LEASE CUM SALE OF RESIDENTIAL PLOTS (FIRM COST) (H.P)

AN AGREEMENT made on this.....day of.....20 ., BETWEEN THE TAMILNADU HOUSING BOARD, a body corporate constituted under the provisions of the Tamil Nadu Housing Board Act, 1961, represented by the Executive Engineer & Adm. Officer of the Tamil Nadu Housing Board acting under the authority granted to him by the Board, in writing in this behalf in its resolution No.120, dated 25-04-1981, authorizing him to sign this instrument for and on behalf of the Board and having his office at .... hereinafter called the LESSOR-VENDOR (which term shall wherever the context so permit mean and include its successors-in-interest and assigns) OF THE ONE PART AND

Thiru/Tmt/Selvi.....S/o / D/o / W/o..... residing at.....herein after called the LESSEE-PURCHASER which term shall wherever the context so permits mean and include his / her heirs, executors and legal representatives) OF THE OTHER PART.

WHEREAS the Lessor-Vendor has framed an improvement scheme under the aforesaid Act to be implemented in the land bearing S.Nos. of Village / Town, measuring an extent of designated as Scheme.

WHEREAS the Lessor-Vendor has now taken over all the lands required for the said cheme and is in possession of the same,

WHEREAS the Lessor-Vendor has plotted out sites for construction of houses in he above said scheme and intends to sell the same for construction of building theron,

WHEARAS the site bearing Plot / Site No.....the above said scheme, more fully lescribed in the schedule hereunder the hereinafter referred to as the property, is one of the ites proposed to be sold in the said scheme,

WHEARAS the aforesaid sites / plot was advertised for sale by the LESSOR - VENDOR;

WHEAREAS the Lessee-Purchaser has offered to purchase the property and equested the Lessor-Vendor to sell the property to him / her on payment in instalments of he full price as may be fixed by the LESSOR-VENDOR.

AND WHEAREAS the LESSOR-VENDOR has agreed to sell the property to the essee-Purchaser on lease-cum-sale basis subject to the terms and conditions hereinafter ontained.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS :-

1. Lessee-Purchaser is hereby put in possession of the property and the Lessee-Purchaser shall occupy the same as month to month tenant thereof as and from.....

2. The price of the property is Rs..... (Rupees.....
.....) which is firm cost.

3. The Lessee-Purchaser shall pay all outgoings with reference to the property, including the taxes due to the Government and to the Corporation / Local body.

4. If the Lessee-Purchaser fails to incur the expenditure lawfully, payable by him/her under these presents, the Lessor-Vendor is entitled to incur all or any of them; but the Lessor-Vendor shall incur these expenses only after giving the Lessee-Purchaser one week's notice in writing at the address given above.

5. The Lessee-Purchaser shall not be entitled to assign, sub-let or part with the possession of the whole or any part of the property without the previous permission in writing from the Lessor-Vendor.

6. If the Lessee-Purchaser commits default in payment of the monthly instalments towards the purchase price of the property, the Lessor-Vendor is entitled to collect the same from the purchaser with penal interest at the rate of.....percent per annum from the date of default and adjust such amounts from the payments made thereafter by the Lessee-Purchaser.

7. If the Lessee-Purchaser commits default in the payment of monthly instalments for morethan the time prescribed in the confirmation order the allotment shall be cancelled with forfeiture of the amount already paid by the purchaser.

8. On the execution of the intentive the Lessor-Vendor shall permit the Lessee-Purchaser to construct a building on the property.

9. The property shall be used only for the purpose for which it has been allotted.

10. The Lessee-Purchaser shall obtain the necessary licence from the local body / planning authority for the construction of the building.

11. On matters not specifically stipulated in these presents the Lessor-Vendor shall be entitled to give direction to the Lessee-Purchaser if so warranted for the proper completion of the above said scheme. The Lessee-Purchaser shall carryout such directions, and any default in carrying out such directions will be breach of condition of these presents.

12. If the Lessee-Purchaser has performed all this obligations, stipulated herein including payment in full of the final price of the property and interest thereon, Lessor-Vendor shall sell the property to the Lesee-Purchaser and it is understood that all attendant expenses in connection with such sale, such as stamp duty, registration charge etc., shall be borne by the Lessee-Purchaser.

13. It is also agreed between the parties hereto that Rs.....(Rupees..... .....) in the hands of the Lessor-Vendor received by them from the Lessee-Purchaser shall be held by them as security for any loss or expenxes that the Lessor-Vendor may be put to in connection with any legal proceedings that may be taken against the Lessee-Purchaser and all such expenses shall be appropriated by the Lessor-Vendor from and out of the monies of the Lessee-Purchaser held in their hands.

14. IN WITNESS WHERE OF the parties hereto have signed this indenture on the day and year first written above.

Lessor-Vendor

Lessee-Purchaser

Witness :

1)

2)

THE SCHEDULE

All that piece and parcel of land situated in the sanctioned plan of.....
.....scheme Plot No.....(S.No)
and measuring.....grounds.....Sq.feet or there abouts bounded as follows :

North by.....

East by.....

South by.....

West by.....

measuring on the North.....feet.....inches; on the East.....feet.....inches; on the South.....feet.....inches; on the West.....feet.....inches; Splay.....
in all measuring.....grounds.....Sq.ft.

(Family Photo duly Attested by
local Tashildar/ Notary Public /
Gazetted Officer to be affixed here)

ignature of the Applicant

Executive Engineer & Admn. Officer,
T.N.H.B.

igned and delivered by the above named in the presence of :

1.

2.

ection Officer / Superintendent, Allotment Section( ) Tamil Nadu Housing Board.