

Schedule I Sale deed

SALE DEED: Rs.

THIS DEED OF SALE is made on this _____ day of _____ 2018

PONDICHERRY STATE CO-OPERATIVE HOUSING FEDERATION LTD NO P 486, which is a registered co-operative Apex Society registered under the Puducherry Co-operative Societies Act, 1972 and Rules 1973 made there under, represented by its Managing Director, having its office at 7th Cross, Thanthai Periyar Nagar, Puducherry 605 005, (hereinafter called as "VENDOR" & include all its Office-bearers, Successors-in-office, Management, Administrators, etc.,)

TO AND IN FAVOUR OF _____

S/o _____ at _____ present residing at _____

_____ Puducherry _____ and also a member of _____ Primary co-operative Housing society, which is also registered under the Puducherry Co-operative Societies Act 1972, and his membership number in the society is _____ (hereinafter be called as "PURCHASER" & include his heirs, Successors, Legal Representatives, Transferees etc.,)

WHEREAS, the property mentioned in the Schedule A hereto was owned and possessed by one _____ S/o _____

WHEREAS, the property mentioned in the Schedule A was purchased by the Administrator of _____ Co-operative Housing society Ltd P No _____ owner of the property bearing R. S. No : _____ covering an extent of _____ situated at Kurumampet Revenue Village as per the sale deed dated _____ and registered on _____ having purchased from _____ S/o _____ vide document number _____ registered in the _____ Sub-Registrar office of Ozhukarai.

For The Pondicherry State Co-op
Housing Federation Ltd. P.486


Managing Director

Thus, the _____ co-operative Housing Society Ltd P No _____
has become the owner of the property covering an extent of _____.

Whereas, the Puducherry State Co-operative Housing Federation Limited
No P 486, having its registered office at Puducherry and represented by its Managing
Director, purchased the property mentioned in the Schedule A from the Administrator of
_____ co-operative Housing Society Ltd P No _____ for a sum of
Rs. _____ on _____ registered in the Sub- Registrar
office of the Ozuhara] on _____ as document number
_____ and entered the same in the Book No 1 Volume _____
at Pages from _____ to _____. The Puducherry co-operative Housing
Federation Ltd P No 486 has become the absolute owner of the property covering an
extent of _____ from the date of registration of the sale deed
dated _____.

WHEREAS the said Puducherry co-operative Housing Federation Ltd No P 486,
(Vendor herein) is in peaceful possession and enjoyment of all said portions foreign an
Entirety of property as in Schedule "A" hereto as its absolute Owner without any
encumbrance thereon and had thus framed a Housing Scheme for development of said
Entirety by causing Construction of Residential Flats Structures for the members of the
Primary co-operative Housing Societies functioning in the Union Territory of
Puducherry, and affiliated with and a member in the Vendor Federation, for the willing
members subject to the Subsidiary Regulations Governing the Allotment of Flats to the

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Members of the Primary co-operative Housing societies, duly approved by the Registrar of Co-operative Societies, in exercise of the powers conferred on him under Bye-Law No 29 (b) of the Bye-laws of the Vendor Federation vide order Number 5/6/1/21/RCS/Hsg /F1/2014 dated 1/09/2014 and the amendment approved by the Registrar of co-operative societies, vide order dated 8th June 2016.

WHEREAS, under the said Subsidiary Regulations applications were called for from the members of the Primary Co-operative Housing societies, and the allotment of flats were made by draw of lots or otherwise as stipulated in the said subsidiary regulations, and the Purchaser is one among the allottees.

WHEREAS, necessary Provisional Allotment order dated _____ was already issued to the Purchaser herein allotting Block No _____ at Muthupillaipalayam, Puducherry by specifying said Flats (as described in schedule "B" hereto) with some conditions, in pursuance of Subsidiary Regulations Governing Allotment of Flats approved by the Registrar of Co-operative Societies, Co-operative Department, & the Bye-Laws of the Federation, and the General Terms and Conditions imposed for allotment of Flats as allotted to Purchaser herein which was fully accepted, agreed and implemented by the Purchaser, unconditionally.

WHEREAS, the scheme was successfully implemented by the Federation (Vendor herein) by completing the construction of all structures for such Residential Flats upon borrowing from the _____ Bank, by the Purchaser of the Flat.

WHEREAS, the entire amount borrowed by the Purchaser from the Bank as Loan, was remitted by the Bank directly to the Vendor Federation as Flat Advance by the allottee Members of Primary Co-operative Housing Society, on various dates and the total amount of the cost of the Flat was fully remitted by the Purchaser to the Federation.

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WHEREAS, as per the Approval of the Puducherry Planning Authority letter Number PPA/953/175/Z(SB / 2) 2012 dated 7th June 2012 and Extension of time of Building Permit given by the Puducherry Planning Authority letter Number 175/PPAZ (SB / 2) EOT /1982 /2015 /3769 dated 29th June 2015 the Structures as planned in said Property are now completed

WHEREAS in pursuance of the said Scheme, the Purchaser had already paid entire value of their proportionate share of said undivided & impartible Land of the Federation, and had also then paid various dues on different dates to the Federation for & towards value & charges for said construction of the Flat allotted to the Purchaser and thus entailing execution & Registration of Sale Deed in respect of the Flat allotted to the Purchaser as also for proportionate impartible Land under Building to & in favour of Purchaser / Owner.

WHEREAS, thus Vendor herein is willing & agreeing for execution & registration of Sale Deed for proportionate undivided land in Schedule "A" hereto together with other impartible rights including in available open & set-back areas as also Terrace without any Construction or Structures, common passages & basements including for lifts & Stairs etc., as are agreed as between Parties & other Purchasers of Structures in Building as in said Scheme & separate Letters of Allotment to respective Members as also mentioned in their respective Sale Deed.

NOW THIS DEED WITNESSES that in pursuance of said Subsidiary Regulations Governing the Allotment of Flats and Bye-Laws of Federation, and in consideration _____ of

Rs. _____ (Rupees _____) already paid by the Purchaser to the Vendor all other various dues on several dates – receipts whereof Vendor hereby admits, acknowledges and hence releases & discharges Purchaser of said consideration, Vendor does hereby grant, convey, sell, transfer, assign and assure absolutely unto said Purchaser free from all encumbrances of the said Flat in Block _____ at _____ Floor of the said Block & all rights there for as described in Schedule "B" hereto together with Structures of all joints above & between its ceiling & floor above

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and also between floor & its ceiling of Flat below and with full ownership of all doors, Windows, fittings, fixtures of sanitary, Water, electrical & others etc., all external and internal wall with share or interest in Staircase, parking's, Lifts, land below and all ways & passages all drains, water courses etc., together with benefit of all ancient & other lights, liberties, basements, appendages & appurtenances as also all estate, right, title, interests, property claims etc., of Vendor regarding said Flat & open areas of Building free from encumbrance & attachments except right of demolition or committing waste or damage affecting other Flats – Owners

AND FURTHER THAT, the Purchaser of the Flat along with the co-owners of other flats should form an Association or a co-operative society or a society for the purpose of the maintenance of flats in good condition, Such an association or the society should be formed within six months from the date of occupation of the flats. In case, if any flat is vacant in a block, the Federation will also join as a member of the association or in the society, till such time that all those vacant flats are filled up by the allottee owners. The maintenance of external water supply and drainage will be looked after by the vendor Federation, up to a maximum period of six months from the date of allotment and thereafter the Association or the society formed by the allottees should be take over such maintenance. The Purchaser shall not make any additions or alterations in the flat which will affect the right of the other owners of the other flats. The maintenance of the inside the flat should be look after by the owner of the flat and the maintenance of the external part of the flat or block should be taken care of by the Association or society formed by the owners of the flat. The purchaser of the flat should give all co-operation and co-ordinate with other owners of the flat, in all aspects.. The Purchaser shall abide the rules and regulations of the Association or the society formed for the welfare of the owners of the flat and maintenance of the flats in the block in good condition and also the common area, open terrace, car parking area, staircase, lift, lighting in the common area ,garden etc.

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AND THAT PURCHASER shall be liable to pay directly to the Authorities concern or contribute in proportion to Property hereby conveyed to Purchaser, towards payment of the Municipal, Taxes, Water, Electricity & all proportionate Costs & charges for maintenance of Common benefits & facilities or other outgoings payable in respect of Property and in cases where the said payments are not / could not be made directly to any statutory Authority, then the same shall be made by Purchaser to Co-owners of other Flats in building or to Flat – owners Association of Purchasers of Flats in Building for said purpose. The Co-owners as a body or a Society shall have right of action for securing their title & Possession or Entirety or any part of Building & Property. In the event of defaults in such payments causing any distraint-action on property, owners at possess the same unto and to use of said Purchaser, his heirs, successors, legal representatives, transferees etc., absolutely and forever together with title deeds, writings, monuments and other evidence of title & possession.

AND Vendor does hereby covenant with Purchaser, his heirs, successors, legal representatives, transferees etc., that notwithstanding any acts, deed or things heretofore done, executed or knowingly suffered to contrary, Vendor is now lawfully seized & possessed of said Property free from any encumbrances, loans, liens, charges, securities attachments, litigations, claims on Minors or Maintenance or any other defects in title or possession and that Vendor has full power and absolute authority to sell said Property in manner aforesaid

AND Purchaser, his heirs, successors, legal representative, transferees etc., are to quietly hold possess and enjoy said Property without any list, hindrance, disturbance, interruption claims or demand from vendor or any one or as a result of their actions in dealing with Property

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AND further that Vendor, its Successors – in-Office, Management or Administrators and whatever designation / name they may be called, shall have harmless indemnify and keep indemnified the Purchaser, his heirs, successors, legal representatives transferees etc., from or against all encumbrances, charges & equities whatsoever and all loss, damages, costs, charges & expenses, if any, suffered by reason of any defect in title or Possession of Property hereby conveyed or any breach of covenants contained herein

AND Vendor, its Successors –in-Office management or Administrators, whatever designation / name they may be called further covenant that it shall at request & cost of Purchaser, his heirs, successors, legal representatives, transferees etc., to do or execute or cause to be done or executed all such lawful acts, deed & things whatsoever for further and more perfectly conveying & assuring said Property & every part thereof in the manner aforesaid according to true intent & meaning of this deed.

IN WITNESS WHEREOF, this Sale Deed is made & executed at Pondicherry.

SCHEDULE 'A' DESCRIPTION OF LAND (TOTAL PROPERTY)

Puducherry Registered District, Oulgaret Sub-Registration District, Kurumampet Revenue Village, _____ Vacant site to the extent of _____ Square feet in Cadastre No: _____, Re-Survey Nos: _____ & Patta No: _____ with boundaries

ON THE NORTH BY:

ON THE SOUTH BY:

ON THE EAST BY :

ON THE WEST BY :

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SCHEDULE 'B' DESCRIPTION UNDIVIDED SHARE OF LAND SOLD

undivided land of _____ Square Feet out of Entirely of _____ Square Feet as described in "A" Schedule herein.

SCHEDULE "C"

Flat No _____ in the Block No _____, _____ Floor, in built-up area of flat _____ Square Feet (Super Build up area) including common area and car parking area in bearing Door No. _____ Road, Muthupillaipalayam, Puducherry - 605 _____.

CAR PARKING DETAILS

Flat No _____ Marked in the work plan

SCHEDULE "D"

SPECIFICATIONS FOR THE RESIDENTIAL FLAT NO _____ IN THE BLOCK NUMBER _____ FLOOR, UDS CHART AND WORK PLAN ARE ENCLOSED SEPARATELY, ALONG WITH THIS DOCUMENT.

IN WITNESS WHERE OF THE VENDOR AND THE PRUCHASER HAVE HEREUNTOSET THEIR HANDS AND SUBSCRIBED THEIR SIGNATURE, ON THIS DEED OF ABOLUTE SALE, ON THE DAY MONTH AND YEAR FIRST ABOVE WRITTEN. IN THE PRESENCE OF THE WITNESSES WHO HAVE SIGNED HEREINBELOW.

VENDOR

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PURCHASER

WITNESSES:

Managing Director

1.

2.