

SALE DEED

MARKET VALUE Rs./-

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THIS DEED OF SALE is executed at Pondicherry on this the day of by Mr. N. GANESAN (Aadhar No. 834628087689) S/o. Nagaiya, aged 62 years residing 51, Krishna Nagar Main Road, Lawspet, Puducherry – 605 008, (PAN AFAPG8748Q) (hereinafter called the 'VENDOR' which expression shall wherever the context so admits, means and includes her heirs, executors, administrators, legal representatives, agents and assigns);

TO AND IN FAVOUR OF

.....
(hereinafter called the 'PURCHASER' which expression shall unless the context otherwise requires, mean and include her heirs, executors, administrators, legal representatives, successors, agents and assigns) witnesseth as under.

WHEREAS the entirety of schedule 'A' mentioned property belonged to (1) Mr. Sekar @ Duraisamy and (2) Ramakrishnan, who inherited the property through a Will registered as document No. 249/2000 of Book-1, Volume 599 in pages 245 to 247, dated 9.3.2020 of the Office of the Sub-Registrar, Bahour.

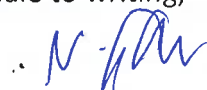
Whereas the said (1) Mr. Sekar @ Duraisamy and (2) Ramakrishnan executed a sale deed in favour of N. Ganesan (First Party) on 17.11.2006 and registered as document No. 9195/2006 of Book-1, Volume-..... at Pages 2 to 11 dated 17.11.2006 of the Office of the Sub-Registrar, Bahour, thus the Vendor is in absolute ownership, possession and enjoyment of the Schedule-A mentioned property.

WHEREAS the Vendor has evolved a scheme for development of the Schedule-A property into multi storeyed residential apartment under the name "GANESH APARTMENTS".

WHEREAS the Purchaser has agreed to subscribe and become a member of the above scheme along with other prospective purchaser by taking undivided share in the property as described in the Schedule-B hereunder and consensus has been arrived between them for transfer of undivided share in the property along with semi constructed apartment bearing Flat No. to the Purchaser.

AND WHEREAS the Purchaser has agreed to purchase 445.68 Sq.ft. (41.42 Sq.M.), of undivided share and interest in the schedule-A mentioned land in an area of 1319 Sq.M. and the premises of the more fully described in schedule-B and undivided share and interest in the common areas and facilities more fully described in Schedule-C hereunder and the consideration for sale has been mutually agreed to be Rs.);

AND WHEREAS the parties have decided to reduce to terms of sale to writing;



NOW THEREFORE THIS DEED OF SALE WITNESSETH THAT in pursuance of the foregoing premises and in consideration of payment of an amount of for the sale consideration paid by the Purchaser in the following manner:

Sl.No.	Mode of Payment	Amount
1.	Paid by D.D. No., dated	

thereby the Vendor hereby acknowledge, and of and from the same and every part thereof the Vendor doth hereby acquits, releases and discharges the Purchaser forever, the Vendor doth hereby grants, releases, conveys, transfers and absolutely assigns to the said Purchaser, free from all encumbrances, charges, claims and demands whatsoever (i) 445.68 Sq.ft. (41.42 Sq.M.) of undivided share and interest in the schedule-A mentioned in an area of 1319 Sq.M. of land. (ii) the premises on more fully described in the B-schedule having a Super-built up area of, and (iii) undivided share and interest in common places and facilities, more fully described in the C-schedule hereunder (all the three hereinafter referred to as the schedule mentioned property), together with drains, passages, light, liberties, rights, privileges, easements, water and three phase electricity service connections, policies and all whatsoever to the said land and the ground floor or any part thereof belonging or in any way appertaining or usually held or occupied therewith and all the estate, right, title, interest and property, claim and demand whatsoever at law and in equity of the Vendor to be held and enjoyed by the Purchaser and her successors and assigns now and forever without any let or hindrance from the Vendor or anyone claiming under the Vendor.

The Vendor hereby covenants with the Purchaser that the schedule mentioned property hereby sold belongs to the Vendor herein absolutely and no one other than the Vendor herein has any right, title or interest whatsoever in the schedule mentioned property herein sold.

The Vendor declares that the Vendor has good right, title, power and authority to convey and transfer the schedule mentioned property by way of absolute sale to the Purchaser herein and the Vendor further declares that the Vendor has not done, committed or executed any act or deed whereby the schedule mentioned property hereunder was or has been encumbered in the estate, title or otherwise or whereby the Vendor herein shall or may be prevented from conveying the schedule mentioned property to the Purchaser.

The Vendor hereby declares and covenants with the Purchaser herein that there are no suits, appeals or any other legal proceedings pending in any court in which any question relating to title in the schedule mentioned property is in issue and that there are no attachments, proclamations or orders in respect of the schedule mentioned property hereunder which in any way will prevent its transfer, conveyance and alienation.

The Vendor hereby declares that no prior agreement to sell the schedule mentioned property have been entered into with any other person by the Vendor herein which is in force and the schedule mentioned property have not been offered as security for any purpose whereby the schedule mentioned property shall and will be encumbered, affected in title, estate, possession and enjoyment by the Purchaser.



The Vendor hereby declares to the Purchaser that the schedule mentioned property is not subject to any mortgage, lease, charge, attachment, acquisition, lien or encumbrance and the Vendor further declares that the Vendor shall indemnify the Purchaser against all losses and damages that the Purchaser may sustain by reason of any of the representations and assurances given in this deed being proved to be incorrect or false or in the event of the schedule mentioned property or any part thereof being lost by the Purchaser herein on account of any claim by anyone.

The Vendor hereby undertakes that the Vendor and all persons lawfully and equitably claiming through the Vendor herein shall from time to time and at all times hereafter, do execute and register or cause to be done, executed or registered all such acts, deeds or things for more perfectly assuring the schedule mentioned property and every part thereof by way of absolute sale. The Vendor herein declares that the Vendor has paid all assessments, taxes and other outgoings upto date payable to any Public Body or Government in respect of the schedule mentioned property described hereunder and if any outgoings are now due or found to have not been paid, the Vendor undertakes to pay the same.

The Purchaser shall pay all public charges, taxes and assessments in respect of the schedule mentioned property hereunder from this day forth. The Vendor hereby agrees to the mutation of the names in the register and records maintained by the Revenue and Municipal Departments and other records maintained by the other Government Departments and get the same transferred in favour of the Purchaser.

The Vendor shall deliver to the Purchaser copies of all deeds, evidences and writings now in the possession and custody of the Vendors relating to the title of the Vendor to the schedule mentioned property hereby sold.

It is hereby agreed and covenanted by the Purchaser that the Purchaser shall abide by the terms and conditions set forth in the D-schedule hereunder. For removal of doubts, it is made clear that the above terms and conditions shall be deemed to be part and parcel of the covenants and conditions of these presents and shall so remain in any instrument of transfer, sale or assignment which the Purchaser may make in any manner of the schedule mentioned property to any third party.

SCHEDULE OF PROPERTY

"A" – SCHEDULE

In the Registration District of Pondicherry, in Sub the Registration District of Bahour, in Village No. 80, in Utchimedu Revenue Village, comprised in as per document R.S. No. 14/2, Cad. No. 44 1/2 and as per Settlement in R.S. No. 14/2/A/1, Cad. No. 44 1/2, Patta No. 100, measuring a total extent: 13 Are and 19 Centiare (or) 24 $\frac{3}{4}$ Kuzhi. Boundaries: West of Kasirajan land, East of lands owned by Vaithialingam Chettiar and Subramanian, South of land owned by sundaram and North of Road.

"B" – SCHEDULE

In the property morefully described in A-Schedule above 445.68 Sq.ft. (41.42 Sq.M.) of impartible, undivided share of the land together Apartment viz., "GANESH APARTMENTS", proposed to be constructed, allotted by the promoter having built up area of, AND covered (or) Open Car / Two Wheeler parking area slot No.together with amenities, right of enjoyment of common places and other easementary rights.

The above building is approved by Pondicherry Planning Authority vide No. PPA/939/1090/Z(SB/2)/2017 DATED 25.7.2017 RENEWED VIDE NO: 1090/PPA/Z(BCP)(SB)/2013/EOT/3328 DATED 22.6.2021, a copy of the same is annexed herein.

The above building has been registered with the Puducherry Real Estate Regulatory Authority as per Real Estate (Regulation and Development) Act, 2016 vide No., a copy of the same is annexed herein

"C" – SCHEDULE

The Common places and facilities namely,

1. Covered / open parking.
2. Common passage.
3. Open terrace of the Building. The Terrace area are equally accessible by all allottees.
4. Lift facilities.
5. Fire escape staircase.
6. Water connection sump, overhead tank and other common drains and sewages.
7. Common electrical installations.
8. Common Areas open to sky.

"D" - SCHEDULE

1. Name of the apartment shall be "GANESH APARTMENT".
2. The Allottee or the occupier of the flat described in the Schedule – 'B', above shall not by virtue of this deed acquire any right for light or air which may prejudice free use thereof by other residential apartments.
3. The Allottee shall bear the expenses in common with the purchasers of ownership apartment constructed or to be constructed on the first Schedule property including routine maintenance of Lift, Generator, Pump sets, Water Softening Equipment if any, sanitary and electrical lines common to all residential apartments replacement of bulbs, tube lights, electrical fittings in corridors, staircase, parking, lift room, lift and the terrace and water charges, Urban Land Taxes and insurance premium and cost of any major repairs to the structural, sanitary,

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electrical or mechanical system to the buildings, the share of the Allottee in such cost shall be 12% of expenses.

4. The common passage, stair-case, lift generator, pumps and the common parking area shall be maintained by making contribution pro-rata with the other flat owners of the apartment. Till such time construction and sale is completed the above said expenses shall be shared only with the purchasers and occupiers of flats.

5. The Allottee undertakes to pay pro-rata all deposits, charges and incidental expenses payable to the departments of the Government and Local Authority in common for the apartments.

6. The Allottee shall necessarily form a co-operative society or an association or any other incorporated body along with the purchasers of other flats constructed or to be constructed in the first Schedule property and shall pay prorata the expenses for the formation of the same. The rights of members of the society or the association or any other body as the case may be could be only subject to the articles of association and the rules and regulations of such society or association.

7. For the purpose of maintaining the building for general administration of the common facilities in the ownership apartments the decision of majority of Allottees shall be binding to the other flat owners.

8. The Allottee shall not do anything to alter or permit to alter the structure or the elevation of the apartments without obtaining written consent from the builder.

9. The Allottee shall not at any time carry on or permit to carry on any trade or business in the Apartments for storage of anything which is offensive, hazardous, or inflammable and/or dangerous to the purchaser of other apartments except running a private Office in such cases Public will not be allowed to enter the premises.

10. The Allottee shall not do or permit to do any acts or thing which may render void or in voidable the insurance of the apartments in any part of the building or cause increase in the amount of premium to be payable in respect thereof.

11. The Allottee shall park two wheelers owned by them in the common parking area including the areas by the side of the passage. The vehicle shall be parked in such a way that they do not cause any inconvenience while parking or taking out other vehicles. The Allottee may park two-wheelers owned by self or owned by the other family members who are residing in the same flat only. No allottee shall claim any right to park unlimited number of two-wheelers or vehicles by virtue of ownership of the flat alone.

12. The Allottee shall keep the Apartments in good condition and in order and shall not damage the fixtures and fittings and in case there is any damage caused to the apartments or fixtures by the Allottee or his family members or their visitors, the same shall be made good at the cost of the Allottee himself.

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13. The Allottee shall be bound to sign all papers, documents, and do all other acts, deeds and things as may be required of him for safeguarding the common properties of the owners of the flats and for formation of and/or joining the society or association or any other body, any if necessary, for transfer of the property to such society or association or any other body.

14. The Allottee shall at no time demand partition of his/her interest in the A-Schedule property or in the common facilities mentioned in Schedule and his/her interest and said property is impartible. They shall not also create any charge over his/her undivided interest in the Schedule – 'A' property and Schedule – 'C' common facilities or in any manner to encumber the same.

15. The Allottee agrees to undertake to pay regularly and punctually whether demanded or not all times his proportionate share on the basis of the municipal assessment in respect of the flat and other common facilities mentioned Schedule – 'C' and also in respect of the land, all the rates, taxes, duties, imposition, outgoing and all other expenses of and incidental to the management and maintenance.

16. The Allottee also agrees and undertakes to pay the society or association or other body, as the case may be every month regularly and punctually the contribution which he/she will be required to make and shall not withhold the same for any reason whatsoever.

17. The Allottee does not enjoy any right whatsoever over the terrace area.

18. The allottee shall not employ or bring any material till such time the flat is handed over to allottee after completing the flat in all respects by the Builder.

19. The Allottee or his/her co-occupants shall not throw dirt, rubbish, or other refuse from the said premises or in the compound or any portion of the building except at the allotted places.

20. The Allottee shall not create disturbance or nuisance to the other residents within or outside the complex by way of Loud Singing or Music or operation of drilling, cutting or other machines during the afternoon or during the night hours.

21. The car parking places shall be let out to only occupants of the flat and not to others. The Allottee shall not park commercial vehicles within or outside the car parking allotted to him/her.

22. The areas of open to sky in the ground floor which are reserved to the occupants of ground floor of the same apartment shall enjoy such areas without any right to put up any construction therein. The occupants of the upper floor shall do nothing to cover up permanently or temporarily the areas left open to sky. The occupants of the ground floor flats shall permit the masons, plumbers, painters, electricians and other such people to repair and maintain the electrical, rain water, sewage and water lines and also to break the floor and wall and to repair and paint the building in the OTS areas.



23. The Allottee shall not allow horses, cattle or animal driven carts to pass through the Schedule – 'A', property. The Schedule – 'A' property shall be kept clean and free from filth, rubbish or other material. The occupants of the flats shall also remain bound by the same condition.

24. The Allottee shall give the Allottee of the other undivided share of the property mentioned in Schedule – 'A' hereunder, all necessary support for the maintenance and repair in common. The Allottee or the occupier shall not by virtue of this deed acquire any right of light or air which may prejudice the freedom of the other residential Apartments.

25. The Allottee and the Builders/Vendors hereby agree that the maintenance of the said apartment shall be carried out by the Builders/Vendors on their own cost and expenses for a period of 18 months from the date of sale of 50% of the flat constructed in the said apartment. After the completion of the said period the Builders/Vendors have full right to claim the expenses incurred for such maintenance from the existing flat owners. The Allottee also agrees that she shall bear such expenses and pay the same as on when required by the Builders/Vendors and shall also get proper receipt for that purpose.

26. The Allottee hereby agree that she shall share the expense incurred for providing Electricity and Water Service connection in the Apartment with the other co-owners and shall pay the same to the Builder/Vendors as on when required by them.

27. The Allottee shall abide by such other condition or conditions as may be stipulated by the majority decision taken in the General Body of Association or Society that may be formed for managing the ownership Apartments.

WITNESSES:

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Document prepared by

..... Enrolment No.



