

DRAFT**SALE DEED**

This **SALE DEED** is executed at **Coimbatore** on this the ___ day of ___ month, Two Thousand and Twenty One (____ - ____ -2021) **BY ARMY WELFARE HOUSING ORGANISATION** (PAN No. -AABTA4215G), a society registered with the Registrar of Societies, New Delhi, under the Societies Registration Act XXI of 1860 vide Registration No. S-9142 of 1978 dated 20.03.1978 having its Registered Office at South Hutments, Kashmir House, Rajaji Marg, New Delhi-110 011 having a Residential Projects, among other places at Anna Nagar, Chinnavedampatti Village, Coimbatore North Taluk, Coimbatore – 641049, Tamil Nadu, named as **Coimbatore (Raman Vihar) Project**, represented by **JC-331368H Sub Maj R Bhoopathi**, (identified through Aadhaar No - 865287956088 and Contact No. 7005880172, son of Late Shri Rajagopal, a Hindu aged 50 years, working as **Deputy Project Director, AWHO, Coimbatore Project**, Anna Nagar, Chinnavedampatti Village, Coimbatore North Taluk, Coimbatore (hereinafter called as the **VENDOR**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its Board of Governors, Executive Committee, Project Directors, Assigns and Administrators) of the One Part;

TO AND IN FAVOUR OF Shri.....(identified through Aadhaar No.....having PAN number and Contact No.) Son of Shri.....aby religion, agedyears, serving/retired in the rank ofin the Indian Army /Air Force/ Navy/ Para Military Force/ Civilian and residing now at Flat No..... of.....Apartments, AWHO, Raman Vihar Project, Anna Nagar, Chinnavedampatti Village, Coimbatore North Taluk, Coimbatore-641049 (hereinafter called the **PURCHASER** which expression shall, unless repugnant to the context or meaning thereof be deemed to include his heirs, executors, assigns, administrators and Attorney Agents/ Apartment owner as per clause 3(c) of Chapter 1 of the **TAMIL NADU APARTMENT OWNERSHIP ACT, (1994)** of the Other Part.

WHEREAS the Vendor is a Welfare Society constituted to provide structurally sound, economically viable and functionally elegant residential buildings to the serving/retired military personnel and their widows on “**No Profit No Loss**” basis in the selected popular stations in India in accordance with the terms and conditions stipulated in its regulations called the **ARMY WELFARE HOUSING ORGANISATION MASTER BROCHURE 1987** (hereinafter referred to as the “**Rules**” in short) as amended from time to time; and

WHEREAS in such pursuit, the Vendor has floated a Group Housing Residential Project, called “**RAMAN VIHAR PROJECT**” at Anna Nagar, Chinnavedampatti Village, Coimbatore North Taluk, Coimbatore – 641049 and for that purpose acquired a total extent of **33.64½ Acres land** in Chinnavedampatti Village, which are more fully described in **SCHEDULE ‘A’** to the **Schedule of Properties** hereunder written, through the following eight Sale Deeds, viz.,

<u>S. No.</u>	<u>Date of Sale Deed</u>	<u>Document Number</u>	<u>Purchased by Vendor from Land Owners</u>	<u>Extent of Land Purchased</u>
1.	22.02.2008	1435/2008	M.K. Rajendran	03.08 Acres
2.	22.02.2008	1436/2008	V. Gunasekar & others	08.87¼ Acres
3.	22.02.2008	1437/2008	P. Kaliappan & others	02.75¼ Acres
4.	04.03.2008	1675/2008	V. Sivakumar	02.65 Acres
5.	04.03.2008	1676/2008	Globuse Realtors Pvt. Ltd.	07.61 Acres
6.	04.03.2008	2337/2008	V. Sivakumar	00.05 Acres
7.	21.08.2008	5825/2008	Globuse Realtors Pvt. Ltd & others	04.37 Acres
8.	21.08.2008	5826/2008	Globuse Realtors Pvt. Ltd.	04.26 Acres
			Total Extent Purchased	33.64½ Acres

and caused them registered as Document Numbers supra at the office of the Sub Registrar, Gandhipuram; and

WHEREAS after purchasing the lands supra, the Vendor Society has caused its distinct land holdings sub-divided and consolidated its holdings to an extent of **33.64½ Acres**, obtained separate Patta Numbers for its lands and thus perfected its title, right and possession as absolute owner thereof; and

WHEREAS the lands described in **SCHEDULE ‘A’** hereunder written were originally classified as “**Agricultural Lands**” in the Records of Chinnavedampatti Village, thereby prohibiting construction activities thereon and hence the Vendor applied to the Government for conversion of land use; and

WHEREAS after considering the application of the Vendor and the recommendations of the then Chinnavedampatti Town Panchayat, the Government of Tamil Nadu have passed orders for conversion of land use of these lands as “**Residential Use**” vide G.O. (2D) No. 122, Housing and Urban Development Department, dated 07.05.2009 and notified the same in the Gazette Notification No. 20, Part II, Section 2, dated 27.05.2009; and

WHEREAS since the Residential Project was not having any **Approach Road** to the public road, the Vendor has laid a pukka bitumen road on its lands comprised in Survey No. 178/1(part), 178/2(part), 178/3(part), 178/4(part), 178/5(part), 177/1(part) and 177/2(part) from the existing common road emanating from Survey No. 364/2, and thus caused the Residential Project accessible to Thudiyalur-Saravanampatti Main Road; and

WHEREAS in accordance with the special condition stipulated in the Planning Permission granted by the DTCP, Chennai in his Proceedings R.C. No.11444/2011/CP dated 24.10.2011, the Vendor has, as a pre-requisite for obtaining Building Plan Approval, transferred an extent of 5,154.74 sq. mtr. Land, which was laid by the Vendor as **APPROACH ROAD**; another extent of 2,117.00 sq. mtr. of its Project Land for **SCHEME ROAD WIDENING AREA of Chinnavedampatti Extention Development Scheme** and another extent of 13,584.00 sq. mtr. of its Land as **OPEN SPACE RESERVATION (OSR)**; thus totaling 20,855.74 sq. mtr (viz., **5.15 Acres**) which are more fully described in **SCHEDULE ‘B’** to the Schedule of Properties hereunder written, in favour of the **Commissioner, City Municipal Corporation, Coimbatore** through a **GIFT DEED dated 09.12.2011**, duly registered as Document No. 63 of 2012 on the file of the Sub Registrar, Gandhipuram; and

WHEREAS after transferring an extent admeasuring **5.15 Acres** to the City Municipal Corporation, Coimbatore the Vendor has planned the Project lands into two phases and accordingly, bifurcated the same as **Phase-I** with an extent of **18.43 Acres** and **Phase - II** with an extent of **8.56 Acres**. In **Phase - I**, there is **3.28 Acres** of sum of undivided share of land for 96 DUs yet to be constructed (**now called as Phase - I Stage - II**). A land parcel of **1.51 Acres** of land for the are admeasuring the Arterial roads **whose land is retained by the Vendor. Phase - I Stage - II and Phase-II land, which is more fully described in SCHEDULE ‘D’ and ‘E’ to the Schedule of Properties hereunder written for future development shall vest only with the Vendor for development on the land earmarked as Phase – I Stage – II and Phase – II ;and**

WHEREAS vide Proceedings in B.L. No.-125/12/MH3(N) dated 02.04.2012 and B.A.No.-156/12/MH3(N) dated 02.04.2012, the Commissioner, City Municipal Corporation, Coimbatore has approved the **Building Plan** and granted **License for Construction** of **496** Dwelling Units (*hereinafter referred to in short as **DUs***) under **Phase-I** of the Project; and

WHEREAS pursuant to Demand Survey, due to restrictions imposed in the Rules for booking and allotment of DUs vis-à-vis inadequate response from the eligible applicants, the Vendor was constrained to segregate its **Phase-I Stage – I** Project land of 15.15 Acres for 400 DUs of different types/configuration as “**Stand Alone Real Estate Project**” which are morefully described in **SCHEDULE ‘C’** including development of Central Amenity Buildings for the common use and benefits of both Phase-I as well as Phase-II of the Project which are more fully described in **SCHEDULE ‘E’** hereunder and issued **Technical Brochure** to that effect ; and

WHEREAS in accordance with the approved Building Plan, the Vendor has constructed a total of **400 DUs as Phase –I Stage – I** of the project for allotment to registrants and also constructed Common Amenity Buildings for common use and benefits of the allottees, caused all the DUs and Common Utility Structures assigned with specific Door Numbers and assessed them to Property Tax on the file of Coimbatore City Municipal Corporation (North Zone), obtained power connections and also provided entrances, lobbies, stair-cases, lifts, passages, water, drainage, STP and Power Back-up connections to all the structures and thus made each DU and Common Amenity Buildings “**FIT FOR OCCUPATION**”; and

WHEREAS the Vendor has registered ibid project for construction of buildings in aforesaid manner with **TN RERA, Registration No TN/11/Building/130/2021 dated 22nd April 2021** as acompleted project.

WHEREAS the purchaser has applied for registration and allotment of a DU in Phase - I Stage - I of the Project subject to his eligibility and the Rules supra as well as the Terms and Conditions stipulated in the **Booking Letter** and **Final Allotment Order** and also the **COST OF DU FIXED BY THE VENDOR** on the date of booking, subject to escalation clause; and

WHEREAS the Vendor has, after considering the Purchaser’s eligibility for the DU, accommodated his request and vide Booking letter No.datedbooked his name for allotment of a DU inclusive of Car Park in the configuration/type calledApartment (.....) free from all encumbrances subject also to the Terms and Conditions stipulated therein; and

WHEREAS the Purchaser has, after taking into consideration, the prevailing market value of the analogous properties in the locality and also the availability of Central Common Amenities and Services in the Project as an unique Gated Community, accepted the offer subject to the conditions made in the Booking Letter and agreed to purchase the DU offered to him and **furnished an Undertaking** to that effect to the Vendor and pursuant thereto, periodically remitted the installments towards the cost of DU and car parking and thus rendered himself eligible for allotment of specific DU and parking space; and

WHEREAS pursuant to the **Computerised Draw conducted on 17 Jan 2018**, the Vendor has issued Allotment Orderdatedto the Purchaser wherein, the specific DU and parking space was allotted in his favour, which is more fully described in **SCHEDULE 'H'** to the Schedule of Properties hereunder written and pursuant there to, computed the Final Cost of DU at Rs.....by duly taking into account, the **land cost as well as construction cost of DU** and also **pro-rata land cost in Common Areas** as well as **pro-rata construction cost of Central Amenity Buildings** erected thereon, which are described in **SCHEDULE 'F'** hereunder; and

WHEREAS as per the Final Statement of Account datedand conditions stipulated in the Handing/Taking Over Instructions, the Purchaser has made final payment of Rs.....(Rupees.....

.....only) and thus paid the entire sale consideration of the DU inclusive of /and cost of parking space in full satisfaction of the Vendor; and

WHEREAS after receiving the entire sale consideration as per the Final Statement of Account supra and relevant documents from the Purchaser, the Vendor has issued Clearance Certificate and delivered vacant possession of the DU and parking space described in **SCHEDULE 'H'** to the purchaser on.....to his fullest satisfaction and under proper acknowledgement, subject to the execution of formal Sale Deed in favour of the Purchaser; and

WHEREAS after taking over vacant possession of DU, the purchaser has, now prepared a Sale Deed as per the specimen furnished to him by the Vendor and produced the same for execution and for admitting execution thereof before the Sub Registrar, Gandhipuram and for transferring the legal title of the said DU in his favour.

NOW THIS INDENTURE OF ABSOLUTE SALE WITNESSETH THAT in pursuance of the Booking Letter and Allotment Order – cum-Final Statement of Accounts supra and in consideration of total sale price of Rs..... (Rupees.....only) remitted by the Purchaser into the credit of the accounts maintained by the Vendor in the name of **“ARMY WELFARE HOUSING ORGANISATION”**, the receipts whereof, the Vendor has periodically acknowledged and now admitted them as the full sale consideration towards the cost of DU and the cost of parking space and discharged the Purchaser fully from further liability and thus, as beneficial owner, the Vendor doth hereby **SELL, RELEASE, GRANT, CONVEY, ASSIGN** and **ASSURE** unto and in favour of the Purchaser i.e. Dwelling Unit numberof configuration type..... along with car parking type which is more fully described in **SCHEDULE 'H'** to the Schedule of Properties hereunder written together with **RIGHT TO USE IN – COMMON** all passages, way-paths, easements, appendages, privileges and appurtenances whatsoever in the

Project and also the water, water-courses, fences, corridors, sewers, drains, lights and liberties to the said DU or any part thereof belonging or in anywise relate to or appertaining or usually held or occupied or enjoyed or reputed to belong or be appurtenant thereto and all the estate, right, title, claim, demand and interest whatsoever in and to the said extent of undivided share of land or any part thereof together with title deeds, pattas, muniments, writings and other evidences of title, which in any wise relate to the said land and DU or any part thereof (all, which are hereinafter referred to as the **“said property”**) **TO ENTER INTO AND TO HAVE, HOLD, OWN, POSSESS and ENJOY** all and singular forever subject to payment of all taxes, levies and assessments to the Government and Coimbatore City Municipal Corporation (North Zone) or any other Local or Public Body in respect thereof and also subject to the conditions of title under which the same is held under the Government.

THE VENDOR DOTH HEREBY COVENANTS WITH THE PURCHASER THAT:

1. The Vendor hath not done, omitted or knowingly or willingly suffered or been party or privy to any act, deed or thing whereby he is prevented from selling the said property or whereby the said property or any part thereof is charged, encumbered or prejudicially affected in the estate, title or otherwise howsoever and that the Vendor has good title and absolute authority to sell the said property to the Purchaser in the manner aforesaid.
2. The said property or any portion thereof is not subject to any liability or attachment from the Court created by the Vendor and further the Vendor covenants with the Purchaser to save harmless, indemnify and keep indemnified the Purchaser from or against all encumbrances, claims, charges and demands whatsoever either already made or to be hereafter had, executed or occasioned by the Vendor, his ancestors or predecessors – in-title.
3. The DU sold to the purchaser is completely free from all mortgage, charge, lien, lease or encumbrances of any kind whatsoever and also free from suretyship, legal suits, Insolvency Proceedings or Proceedings under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013, TNL and Reforms Act, TN Acquisition of land for Harijan Welfare Scheme Act, 1978, TN Revenue Recovery Act or any other Distrait Proceedings of the Government or Local Body or any Attachment Order of the Courts.
4. Notwithstanding any act, deed, matter or thing whatsoever by the Vendor made, done, omitted or executed knowingly or willingly suffered to the contrary, the Vendor now has good right and absolute power to grant, sell and convey the said property unto and to the use of the purchaser in the manner aforesaid.
5. It shall be lawful for the Purchaser at all times hereafter to peaceably hold, possess and enjoy the said property and receive rents and profits therefrom for his own use and benefits without any lawful claim, demand or interruption by or from the Vendor or from any person claiming through, under or in trust for it, subject however to the AWHO Rules, 1987 and covenants stipulated in these presents.

6. The Vendor has paid all Property Taxes and levies in respect of the said property upto.....and further agrees that in the event of any amount being found due and payable in respect thereof, the Vendor shall pay and discharge the same, indemnify and keep indemnified against all loss or liability incurred to the Purchaser in respect thereof.
7. An application for change of Property Tax Assessment in respect of the DU is furnished to the Purchaser for effecting mutation of Property Tax Demand Records of Coimbatore City Municipal Corporation in the name of the Purchaser.
8. The Vendor shall, at all reasonable times, at the request and costs of the Purchaser do and execute or cause to be done and executed all such further lawful acts, deeds and assurances whatsoever for further and more perfectly and absolutely granting and assuring the said property unto and to the use of the Purchaser in the manner aforesaid.
9. The Purchaser shall get himself enrolled as a member of and shall be bound by the Bye-laws, Rules and Regulations framed by the **WELFARE MAINTENANCE SOCIETY** (hereinafter referred to as the '**Society**' which expression shall be deemed to include its duly elected Board of Management, Executives and Administrators) of the Project, which **is being formed by the Vendor in accordance with Rule 76 of the AWHO Rules, 1987 and in consonance with the provisions of the Tamil Nadu Apartment Ownership (TNAO) Act, 1994.**
10. The Purchaser shall contribute and remit to the Society, his proportionate share towards the expenses and costs of establishing and maintaining the civic amenities such as roads, water, drainage, sanitation, compound wall, parks and lawns, conservation of common services, arboriculture etc. regardless of the extent/quantum of benefits availed or derived by him from these common amenities and services.
11. The sale is subject to the restrictions imposed in Rule 80 of the AWHO Rules, 1987 as amended upto date. The Purchaser shall not convey, transfer or assign the DU without prior permission in writing of the Vendor. If the DU is permitted to be transferred by the Purchaser in accordance with the said Rules, the prospective purchaser thereof shall also be bound by the covenants and conditions recited therein and also the restrictions imposed for re-sale of the property in accordance with the mission and objectives of the AWHO Rules, 1987 and in particular Rules 80 to 84 made therein, Vendor reserves the right in its absolute discretion to refuse permission for sale of DU.
12. The car park allotted to the purchaser confers only the parking rights. The car park area allotted to the purchaser cannot be sold/dealt with separately or let out separately or any construction carried out thereon.

13. The vendor doth hereby declares that through this Sale Deed, the purchaser is conferred with the title, right and possession only in respect of the property described in **SCHEDULE 'H'** and undivided interest in the common areas and Central Amenity Buildings described in **SCHEDULE 'F'** totaling to undivided share of land mentioned in **SCHEDULE 'C'** for the type of DU mentioned therein, hereunder written subject to the conditions stipulated in covenant No. 9, 10 and 11 above. Except the extent of lands relinquished to Coimbatore City Municipal Corporation under **SCHEDULE 'B'** hereunder and to the extent of land set apart for raising balance of 96 DUs as part of **Phase-I Stage – II** of the Project, with a sum of undivided share of land of 3.28 acres along with the residual vacant land admeasuring 8.56 Acres and arterial roads in the project admeasuring 1.51 acres, which are more fully described in **SCHEDULE 'D' and 'E'** hereunder shall continue to be in exclusive possession of and vest with the Vendor, in the name of **"ARMY WELFARE HOUSING ORGANISATION"** as absolute owner thereof. Being the absolute owner with exclusive title and possession, the **AWHO** reserves its right to use the lands described in **SCHEDULE 'D' and 'E'** hereunder for raising development under Phase -I Stage - II and land earmarked as Phase-II of the Project and or alienating the same at its sole discretion. **The purchaser shall neither have any lien, title, right or demand whatsoever nor any possession upon the property described in SCHEDULE 'D' and 'E' hereunder.**

14. The Common Area and Central Amenity Buildings described in **SCHEDULE 'F'** hereunder are designed for Phase - I Stage - I, Phase - I Stage–II of the Project, (later Phases) to be developed and constructed in future by AWHO or through any third party as authorized by AWHO. These common areas and facilities shall be used by all the allottees/beneficiaries of all two Phases termed as Phase - I Stage - I and Phase - I Stage - II as tenants-in-common.

15. The Vendor doth hereby declare and confirm that vacant possession of the DU described in **SCHEDULE 'H'** hereunder has already been delivered in **"As is Where is"** condition to the Purchaser on, which was duly acknowledged by the Purchaser. **The DU has since been in actual physical possession of the Purchaser.**

16. The Purchaser shall insure the DU against fire, earthquake etc., either individually or collectively with the members of the Society and shall keep the insurance live at all times and shall pay the proportionate land tax/kist, if any, levied by the Revenue Authorities from time to time and also promptly pay the Property Tax for the DU, Municipal Water Tax(pro-rata) if any, directly to the concern departments.

17. Since the DUs are meant for select privileged class on No Profit No Loss basis, if the Purchaser is found to have obtained the allotment of DU or secured possession thereof by making any false representation, misinformation of facts in any declaration, affidavit or undertaking or by playing deceit and fraud, the Vendor shall terminate the sale without giving any notice and retrieve vacant possession of the DU from him or any person in occupation thereof and in such event, the Purchaser shall not be entitled to claim any compensation in respect thereof.

18. The purchaser is not entitled to seek the possession of the original title documents of the Project land since they relate to the entire Residential Project. However, at the request of the Purchaser, the Vendor shall, at all reasonable times, permit him to inspect the original title documents pertaining to the properties described in **SCHEDULE 'A' and 'B'** hereunder. The Purchaser shall be liable to pay the cost for copies of the documents requisitioned, provided it is permitted by the Vendor.

19. The Vendor Society is a Welfare Organization administered with the objective of ameliorating the residential requirements of the serving and retired military personnel and their widows on the concept of "No Profit No Loss" and hence, it is exempted from the ambit of Sections 10(23A) and 197(A) of the Income Tax Act against Deduction of Tax at Source (TDS). A copy of PAN Card of Vendor is annexed hereto.

THE PURCHASER DOETH HEREBY COVENANTS THAT in consideration of promoting the common interest and protecting the individual rights of the owners of other DUs and for protecting the mutually beneficial interest of all the allottees and also in consideration of the covenants of the Vendor binding on other allottees, the Purchaser doeth hereby binds himself, his Legal Heirs and Successors-in-Interest to certain covenants and conditions. **Accordingly, the Purchaser undertakes not to do or cause to be done the following acts, deeds and things, viz :-**

1. Not to make any construction and or structural alterations in or addition to any of the properties described in **SCHEDULE 'A', 'B', 'C', 'D', 'E' and 'F'** to the Schedule of Property hereunder written or on the terrace of the Block in which the DU is erected.

2. Shall not disturb the privileges and or amenities granted to other purchasers/occupiers and shall not interfere with the special privileges such as the Car Parking Space allotted to such other purchasers for their exclusive use and benefits.

3. Shall not stake any title, right, claim or demand whatsoever upon the lands described in **SCHEDULE 'D' and 'E'** hereunder or encroach upon the common land areas or OSR and other common facilities and services and shall not, without the sanction of the Vendor or the Raman Vihar Society, erect any structure inside the DU or make any alteration, addition or sub-divide or amalgamate the DU with any of the adjoining DUs or on its Terrace or on the open to sky compound forming the part of the Row House or make any alteration or addition to the face or elevation of the property, which tend to materially alter its existing architectural feature. All encroachments illegally made and all unauthorized structures erected by the Purchaser shall be liable to be removed by the Purchaser at his own costs and risks.

4. Not to use the lay-out roads, drainage channels, passages, OSR or any portion of the Residential Project for parking any heavy vehicles and not to use the same in a manner detrimental to the interest of the members of the Society or in any manner which may cause hindrance/disturbance/disruption for free ingress, egress or regress from/to any part of the common Properties and or other DUs.

5. Shall not sell, mortgage, assign or otherwise part with the possession in whole or in part of the DU to anyone except with the permission in writing from the Vendor and that the Vendor is entitled to refuse in his absolute discretion for any such transfer/ transaction/ lien. Provided that, in the event of the consent being given, the Vendor may impose such terms and conditions and may permit transfer on payment of prevailing Transfer Charges in addition to whatever other amounts payable to the Vendor and that the Purchaser alone shall be liable to pay Transfer Charges levied by the Vendor.
6. Shall not carry on or permit to be carried any trade, avocation or business whatsoever in the DU or permit the same to be used for any purpose other than that of residential use nor do or suffer to be done therein any act or thing whatsoever, which in the opinion of the Vendor or the Society may be nuisance, annoyance or disturbance to the owners/residents of other DUs.
7. The Purchaser/ allottee of the ground floor DU of the Row House shall not construct or allow to carry out construction in the area allotted to them as open to sky in the compounded area to the DU.
8. The Purchaser/ allottee of the first floor DU of the Row House shall not construct or allow to carry out construction on the terrace of the DU.
9. Shall not use the Car Parking Space for the purpose of parking any heavy vehicles or stock any goods of whatsoever nature and shall not put up any temporary or permanent structures on, around or above the Car Parking Space.
10. Shall not keep, stock or display any wares of merchandise or any other materials in the corridors or in any place intended for common use and shall not store any goods which are hazardous, combustible or dangerous in nature or which are heavy or bulky and tend to cause damages to the construction, service lane or structures of the building in which the DU is situated or store any goods which are objected by the Local Body, Municipal Board or other Government Authorities and shall not carry on or cause to be carried on heavy packages to upper floors which may damage or likely to damage the stair case, lift service, common passages or any other structures of the building in which the DU is situated including the entrance of the Block/Building. The Purchaser shall be liable to compensate the Vendor and or the Society for all damages caused to the building and other common amenities/structures of the Project due to his willful negligence or default.
11. Shall not bring-up or rear any milching animal, horse, donkey etc. inside the DU or within the Block where the DU is situated or in Car Parking Area or at any Central Amenities or in any portion within the precincts of the Residential Project without applying for prior permission in writing from the Vendor or from the Society. The Society, may either reject the application on merit or grant permission by imposing suitable conditions and covenants in the larger interest of the security and hygiene offellow-residents. The decision of the Society shall be final and binding on the member/allottee.

12. Shall not affix or display or permit to be affixed or displayed on any portion of the land or buildings, lamp posts, structures and shall not display any signboard, sky sign, neon sign or advertisement either painted or illuminated without the consent of the Vendor or the Society in writing.

13. Shall not create any nuisance or unprovoked commotion with the sanitary staff, watch and ward staff, gardener, electrician, plumber, supervisor, lift-operator or other employees, whether out-sourced or appointed by the Society for maintenance and upkeep of all essential services inside the Project. The grievance or complaint, if any, against these employees shall be lodged with the Society, which shall alone deal with and dispose of in accordance with the Principles of Natural Justice and in the larger interest of protecting the welfare and safety of the purchaser and his family members.

SCHEDULE OF PROPERTIES REFERRED TO ABOVE**SCHEDULE 'A'****Lands Purchased by the Vendor for Phase-I and Phase - II of the Project**Taluk : **Coimbatore(North)**Village : **Chinnavedampatti**

<u>Survey No. and Extent of land Purchased</u>			<u>Present Survey No. and Extent of Project Land</u>			
<u>S. No.</u>	<u>Survey Number</u>	<u>Extent (In Acres)</u>	<u>S. No.</u>	<u>Present Sub - Divided Survey No</u>	<u>Extent (In Hectares)</u>	<u>Patta No</u>
1.	177/1	0.30	1.	177/1B	0.12.00	1428
2.	177/2	7.65¼	2.	177/2B1	1.73.80	2283
			3.	<i>*177/2B2</i>	<i>1.36.00</i>	<i>1996</i>
3.	178/1	0.19	4.	178/1A	0.07.50	1429
4.	178/2	0.44	5.	178/2B	0.18.00	1431
5.	178/3	0.32	6.	178/3B	0.13.00	1432
6.	178/4	0.39	7.	178/4B	0.16.00	1433
7.	178/5	0.35	8.	178/5B	0.14.00	1434
8.	180/1	3.08	9.	180/1A	0.46.00	1274
			10.	180/1B	0.79.00	1274
9.	180/2	2.02½	11.	180/2A	0.16.85	1396
			12.	<i>*180/2B</i>	<i>0.65.15</i>	<i>1996</i>
10.	181/1A1	2.08¾	13.	<i>*181/1A1</i>	<i>0.84.50</i>	<i>1996</i>
11.	182/1A	0.96	14.	182/1A	0.39.00	698
12.	182/1B1	1.47	15.	182/1B1A	0.43.32	1274
			16.	<i>*182/1B1B</i>	<i>0.09.30</i>	<i>1996</i>
			17.	182/1B1C	0.06.88	1274
13.	182/1C1	0.14¾	18.	182/1C1A	0.03.88	1396
			19.	<i>*182/1C1B</i>	<i>0.02.12</i>	<i>1996</i>
14.	183/1	2.75¼	20.	183/1	1.11.50	1274
15.	183/2	1.52	21.	183/2	0.61.50	75
16.	183/3	1.12	22.	183/3	0.45.50	429
17.	186/1	2.65	23.	186/1	1.07.00	1274
18.	186/2	2.50	24.	186/2	1.01.50	1274
19.	187/1A	1.49	25.	187/1A	0.60.50	1274
20.	187/1B	0.05	26.	187/1B	0.02.00	1396
21.	187/2A	2.15	27.	187/2A1	0.37.63	1274
			28.	<i>*187/2A2</i>	<i>0.49.37</i>	<i>1996</i>
	Total	33.64½		Total	13.62.80 (33.66Acres)	

Note. 1. Boundaries are not shown since the Vendor is the sole pattadar and exclusive owner of full extent of the lands in these Survey Fields.

2. **The land set-apart for Phase-II of the Project are distinctly shown in Italic figures/letters with asterisk mark.**

3. While converting extent of area in Acres to Hectares, area has been rounded up so as to admeasure 33.66 Acres.

SCHEDULE 'B'**Extent Gifted to Coimbatore City Municipal Corporation****(1) Approach Road to the Project**

A total extent of **5154.74 sq. mtr.** land comprised in Survey No. 178/1, 178/2, 178/3, 178/4, 178/5, 177/1 and 177/2 of Chinnavedampatti village bounded in

East : Property in Survey No.178/1(part), 178/2(part), 178/3(part),
178/4(part), 178/5(part), 177/1(part) and 177/2(part).

West : Property in Survey No. 173, 364 and 174.

South : Existing Road in Survey No. 364; and

North : Property in Survey No. 177/2(part), 178/1(part) and 178/2 (part);

(2) Scheme Road Widening Area

As per **CHINNAVEDAMPATTI EXTENSION DEVELOPMENT PLAN** for 18 mtr.wide road portion of an extent of **2,117.00 sq. mtr.** land comprised in Survey No.

186/1, 186/2 and 187/1A of Chinnavedampatti village bounded in

East : Property in Survey No.194, 195/ 1,195/ 2, 195/ 3, 195/ 4 and 196/ 5

West : Property in Survey No.186/ 1(part), 186/ 2(part) and 187/ 1A(part)

South : Property in Survey No. 185/ 3

North : Property in Survey No. 187/ 1A (part).

(3) Open Space Reservation(OSR) for the Project

A total extent of **13,584.00 sq.mtr** of vacant land comprised in Survey No. 186/1(part), 183/1(part), 180/1(part) and 177/2(part) of Chinnavedampatti village, bounded in

East : Property in Survey No. 186/ 1(part)

West : Approach road handed in the gift deed and Property in Survey No.
177/ 2(part)

South : Property in Survey No.185/ 3(part), 184/ 2, 179/ 2, 177/ 2(part)

North : Property in Survey No.186/ 1(part), 183/ 1(part),180/ 1(part) and
177/ 2(part).

Total extent of Project land transferred to the Coimbatore City Municipal Corporation is **20,855.74 sq.mtr**, viz., **5.15 Acres** for the complete land parcel measuring 33.65 acres for development of Phase-I & Phase-II.

Note. See serial No. 1 of **SCHEDULE 'G'**.

SCHEDULE 'C'**Dwelling Units Constructed for Phase- I Stage - I of the Project**

<u>S. No.</u>	<u>Type of DU, UDSL of DU & Carpet Area of Apartment</u>	<u>Block Number/ RH Number and DUs in each Block/ RH</u>	<u>Total DUs</u>
1.	<p>SMALL FAMILY APARTMENT (SFA) (Stilt plus Four Floors)</p> <p>UDSL for each DU : 75.99 sq.mtr. Carpet Area : 57.42 sq.mtr.</p>	<p>Block No. E1 & E2 (2 Blocks) 101,102,103 & 104(1st Floor) 201,202,203 & 204(2nd Floor) 301,302,303 & 304(3rd Floor) 401,402,403 & 404(4th Floor) [2 x (4+4+4+4)] SFA DUs</p>	32
2.	<p>MODERN APARTMENT (MDA) (Stilt plus Four Floors)</p> <p>UDSL for each DU : 106.84 sq.mtr . Carpet Area : 81.81 sq.mtr.</p>	<p>Block No. D1, D2, D3 & D4 (4 Blocks) 101,102,103 & 104(1st Floor) 201,202,203 & 204(2nd Floor) 301,302,303 & 304(3rd Floor) 401,402,403 & 404(4th Floor) [4 x (4+4+4+4)] MDA DUs</p>	64
3.	<p>DELUXE APARTMENT (DXA) (Stilt plus Four Floors)</p> <p>UDSL for each DU : 134.99 sq.mtr. Carpet Area : 105.35 sq.mtr.</p>	<p>Block No.C1, C2, C3, C4, C5 & C6 (6 Blocks) 101,102,103 & 104(1st Floor) 201,202,203 & 204(2nd Floor) 301,302,303 & 304(3rd Floor) 401,402,403 & 404(4th Floor) [6 x (4+4+4+4)] DXA DUs</p>	96

SCHEDULE 'C' (CONTD ...)

<u>S. No.</u>	<u>Type of DU, UDSL of DU & Carpet Area of Apartment</u>	<u>Block Number/ RH Number and DUs in each Block/ RH</u>	<u>Total DUs</u>
4.	<p>SUPER DELUXE APARTMENT (SDA) (Stilt plus Four Floors)</p> <p>UDSL for each DU : 163.79 sq. mtr. Carpet Area : 132.01 sq.mtr.</p>	<p>Block No. B1 & B2 (2 Blocks)</p> <p>101,102,103 & 104(1st Floor) 201,202,203 & 204(2nd Floor) 301,302,303 & 304(3rd Floor) 401,402,403 & 404(4th Floor)</p> <p>[2 x (4+4+4+4)] SDA DUs</p>	32
5.	<p>LUXURY APARTMENT (LXA) (Stilt plus Four Floors)</p> <p>UDSL for each DU : 184.23 sq.mtr. Carpet Area : 154.30 sq.mtr.</p>	<p>Block No. A1, A2 & A3 (3 Blocks)</p> <p>101,102,103 & 104(1st Floor) 201,202,203 & 204(2nd Floor) 301,302,303 & 304(3rd Floor) 401,402,403 & 404(4th Floor)</p> <p>[3 x (4+4+4+4)] LXA DUs</p>	48
6.	<p>ROW HOUSES (RH) (Ground plus First Floor)</p> <p>UDSL for each DU : 195.37 sq. mtr. Carpet Area : 112.85 sq.mtr.</p>	<p>RH1 to RH4 (4 RH Blocks)</p> <p>GF 01 TO 08 (Ground Floor) FF 09 TO 16 (First Floor) GF 17 TO 24 (Ground Floor) FF 25 TO 32 (First Floor)</p> <p>[4 x (GF16+FF16)] RHDUs</p>	128
		Total Number of DUs	400

Note. Sum of undivided share of land of Phase - I Stage - I allottees shall be totaling to area not exceeding 15.15 acres. See serial No. 2 of **SCHEDULE 'G'**.

SCHEDULE 'D'**Extent Retained by the Vendor for Phase - I Stage - II of the Project**

<u>S. No.</u>	<u>Type/Configuration of DU Proposed and Survey No. of the Land</u>	<u>Extent (Acres)</u>	<u>Number of DUs Proposed</u>	<u>Total DUs</u>
1.	LUXURY APARTMENT(LXA) (One Block) Survey No. 180/2A & 180/1B (P1)	0.29	Stilt plus Four Floors 4 DUs in each Floor	16
2.	SUPER DELUXE APARTMENT(SDA) (Two Blocks) Survey No. 183/2 and 183/3 (P2 & P3)	0.55	Stilt plus Four Floors 4 DUs in each Floor	32
3.	DELUXE APARTMENT(DXA) (One Block) Survey No. 182/1A and 182/1B1A (P4)	0.21	Stilt plus Four Floors 4 DUs in each Floor	16
4.	MODERN FAMILY APARTMENT(MDA) (One Block) Survey No. 182/1A and 182/1B1A (P5)	0.22	Stilt plus Four Floors 4 DUs in each Floor	16
5.	SMALL FAMILY APARTMENT(SFA) (One Block) Survey No. 187/2A1 and 182/1B1A (P6)	0.22	Stilt plus Four Floors 4 DUs in each Floor	16
6.	CAR PARKING AREA Survey No. 182/1B1A and 182/1C1A (P7)	0.07	-	-
		1.56	Total DUs	96

Alongwith undivided share of land totaling to 1.72 acres as interest in land of Common Amenities and Services. Sum of the undivided shares of the Phase - I Stage - II allottees shall be **3.28 acres**, wherein allottees of Phase - I Stage - I shall have no lien, right to build/ construct, occupy or possess in any manner. **Vendor will have full lien over this land.** See serial No. 3 of **SCHEDULE 'G'**

SCHEDULE 'E'**Extent Retained by the Vendor for****Phase - II for Future Development of the Project**

Registration District : Coimbatore
 Registration Sub District : Gandhipuram
 Taluk : Coimbatore North Taluk
 Municipality : Coimbatore City Municipal Corporation
 Village : Chinnavedampatti

<u>S. No.</u>	<u>Survey Number</u>	<u>Total Extent (In Hectares)</u>	<u>Extent Owned by Vendor and Extent set-apart for Phase-II of the Project (In Hectares)</u>	<u>Remarks</u>
1.	177/2B2	1.36.00	1.36.00	Pocket 'A'
2.	180/2B	0.65.15	0.65.15	
3.	181/1A1	0.84.50	0.84.50	
4.	182/1B1B	0.09.30	0.09.30	Pocket 'B'
5.	182/ 1C1B	0.02.12	0.02.12	
6.	187/ 2A2	0.49.37	0.49.37	
Total Extent of Phase-II Land			8.56 Acres	

Boundaries of the Lands Retained by the Vendor for Phase – II of the Project.

Pocket 'A'. Comprised of 7.06 Acres in Survey No. 177/2B2, 180/2B & 181/1A1.

East : Land in Survey No. 174 and 175

West : Common Lay-out Road for Phase - I and Phase - II of the Project

South : Land in Survey No.176 and 181/1A2

North : Power House, Club House, Swimming Pool and Lay-out Road.

Pocket 'B'. Comprised of 1.50 Acres in Survey No.182/1B1B, 1C1B and 187/2A2.

East : Lay-out Road and STP in Survey No 181/1B1C

West : Land in Survey No. 188 and 194

South : Land in Survey No. 187/2 and 187/ 3

North : Lay-out Road.

Note. 1. **The land owned, possessed and retained by the Vendor and set-apart for Phase-II of the Project. See serial No. 4 of SCHEDULE 'G'.**

2. An extent of land admeasuring **1.51 Acres of the portion of Arterial Roads** in the project shall continue to be owned by the Vendor. Allottees of Phase - I Stage - I shall have right of usage only. See serial No. 5 of **SCHEDULE 'G'**.

SCHEDULE 'F'**Common Areas and Central Amenity Buildings for****Phase - I Stage - I and Phase - I Stage - II of the Project**

<u>S. No.</u>	<u>Nature of Common Area</u>	<u>Structure Erected and Common Amenities and Facilities Provided</u>
1.	Security Room	Security Room, Main Gate and appurtenances thereto.
2.	Provision Stores	(a). Departmental Store-1 No., (b). Provision Shops-4 Nos.
3.	Club House	Ground and First Floor Building with Parking Area, Gymnasium, Library, Banquet Hall, Dining Hall, Kitchen, Pantry, Indoor Sports, Office etc.
4.	Green Patches	(a). Green Patch in front of Club House (GP-4) (b). Green Patch abutting Club House and Swimming Pool (GP-6)
5.	Swimming Pool	Swimming Pool, Filtration Plant, Balancing Tank and Toilets.
6.	Inner Roads common for both Phase - I and Phase - II	All internal roads except the following Arterial Roads:- (a) Road including berms, kerbs, footpath, drains and unpaved portion, if any, from the Main entrance gate/ security room [in the North] to Open Space to the East of South East Corner of the Swimming Pool Compound Wall [in the South], admeasuring <u>0.72 Acres.</u> (b) Road including berms, kerbs, footpath, drains and unpaved portion, if any, from the Road Junction (at the centre of quadrants of Block RH2, Block RH1, Block A3 and Open Space to the SE) [in the North] to the Boundary Wall adjacent to the STP [in the South], admeasuring <u>0.79 Acres.</u>
7.	Boundary Wall	5 ft. Brick boundary wall with 3 ft. Barbed Wire Fencing.
8.	RO Plant	RO Building, Sump and Water Treatment Plant and Machineries.
9.	Sewage Treatment Plant	STP Building, Sump and Sewage Treatment Plant and Machineries.
10.	Diesel Generator Room and Yard for DG sets	Generator Room and Yard for Generator Sets 250 KVA DG set : 4 Nos; 100 KVA DG set : 2 Nos. Synchronising Panel : 2 Nos. Distribution Panel : 2 Nos.
11.	Green Patches	(a). Green Patch abutting western boundary of OSR (GP-1) (b). Green Patch abutting eastern boundary of RH4 (GP-2) (c). Green Patch intersection RH3 Block-Provision Stores (GP-3) (d). Green Patch abutting eastern boundary of B2 Block (GP-5)
12.	Children Play Area	Merry - Go- Round : 1 No. See-saw : 2 Nos. Play Station : 1 No. Swing : 1 No.
13.	Street Light Poles Borewells and Arboriculture	Street Light Poles (8 mtr) : 35 Nos. Street Light Poles (4 mtr) : 93 Nos. Borewell with Pumps and Accessories: 10 Nos. Concealed cable, Pipe Lines etc. Arboriculture and Flower Plants.
14.	Rain Water Harvesting Pits	Rain Water Harvesting Pits and Accessories : 15 Nos.

Note. Shares of land already included in **SCHEDULES 'C' and 'D'**.

SCHEDULE 'G'**BREAK-UP OF APPORTIONMENT OF THE PROJECT LAND**

<u>S. No.</u>	<u>Schedule and Reference Page No.</u>	<u>Details of Apportionment of Project Land</u>	<u>Extent (in Acres)</u>
1.	Schedule 'B' (Refers to Page No. 13)	Land gifted to Coimbatore City Municipal Corporation for the complete land parcel measuring 33.65 acres for development of Phase - I and Phase - II.	5.15 Acres
2.	Schedule 'C' (Refers to Page No. 14 & 15)	Sum of undivided share of 400 Phase - I Stage - I allottees.	15.15 Acres
3.	Schedule 'D' (Refers to Page No.16)	Undivided share of 96 DUs of Phase – I Stage – II to be vested with the Vendor.	3.28 Acres
4.	Schedule 'E' (Refers to Page No.17)	Extent owned and retained and set-apart by the Vendor for Phase-II of the Project to be developed/ sold in future.	8.56 Acres
5.	Schedule 'E' (Refers to Page No.17)	Land of Arterial Roads of the project to be retained by Vendor in the name of AWHO as shown at Ser No 6 of Schedule 'F' .	1.50½ Acres (Say 1.51 acres)
Total Extent of the Project Land (See Schedule 'A' at Page 12)			33.65 Acres

SCHEDULE 'H'**DESCRIPTION OF THE PROPERTY SOLD TO THE PURCHASER**

An extent ofsq. ft. Undivided Share of Land(UDSL) comprised in Survey No. 177/2B1, 180/1A, 180/1B, 183/1, 186/1, 186/2, 187/1A, 182/1B1A, 182/1B1C, 187/2A1, 183/2, 187/1B, 180/2A, 182/1C1A, 182/1A & 183/3under Patta No 2283, 1274, 75, 1396, 698 and 429 of Chinnavedampatti Village, developed as **Phase-I** in the Coimbatore (Raman Vihar) Residential Project together with a Dwelling Unit of the following description :

- | | | |
|------|--------------------------|---|
| (a). | Type of DU | : |
| (b). | Block Number | : |
| (c). | Floor Number | : |
| (d). | Dwelling Unit Number | : |
| (e). | UDSL of the DU | : |
| (f). | Carpet Area of the DU | : |
| (g). | Car Parking Type and No. | : |

Boundaries for the DU conveyed to the Purchaser :-

- East :
 West :
 South :
 North :

The Dwelling Unit bears Door No. in Anna Nagar, Chinnavedampatti, in Ward No. 27 under Assessment No of Coimbatore City Municipal Corporation and assessed to property Tax in the name of ARMY WELFARE HOUSING ORGANISATION and provided with TNEB Service Connection No. 03-127-002.....in the name of AWHO, Anna Nagar.

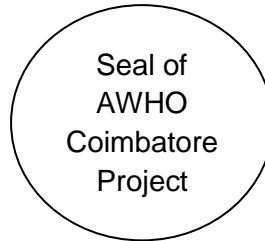
The purchaser is entitled to use the Common Areas and Central Amenity Buildings and Common Facilities described in **Schedule "F"** subject to his membership in the Welfare Maintenance Society.

The present market value of the property is Rs.....only.

IN WITNESS WHEREOF THE VENDOR HATH ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN AFFIXED HIS HAND AND SEAL AT COIMBATORE AND THE PURCHASER HATH ALSO SUBSCRIBED TO THIS INDENTURE IN CONFIRMATION OF HAVING ACQUIESCED THE COVENANTS AND CONDITIONS IMPOSED ON THE SALE.

Signed, sealed and delivered by the Vendor above named in the presence of

Vendor



Witnesses

Signed, sealed and accepted by the Purchaser above named in the presence of witnesses

Purchaser

Witnessed by

1..

2.

(An employee of the Project/AWHO)

(A witness chosen by the Purchaser)

Annexure – 1(A)**STATEMENT REGARDING PARTICULARS OF THE BUILDING SOLD TO THE PURCHASER**

1.. Description of the Building

(a) Construction of the structure : Cement Mortar

(b) Depth of foundation : 5 Feet

(c) Thickness of wall : 9”

(d) Whether teakwood used throughout : NO

(e) Flooring : Verified Tile & Ceramic Tile

2. Age of the Building : _____ Years.

3. Extent of the site(UDSL) : _____ Sq. Ft.

4. Built up Area : _____ Sq. Ft. (RCC Terrace).

5. Area of separate Garage, if any : NIL

6. Length of Compound wall, if any : No separate compound wall for the DU.

7. Well : No separate well for the DU.

8. Is there a separate latrine? : No. Latrines are in-built with DU.

9. Is there a separate septic tank? : No. Common STP for the whole Project.

10. Electrical Installations :

(a). No. of Bulb Points :

(b). No.of Fans :

(c). No. of Electric Pumpsets :NIL

11. Is there any Lift? : No of lifts: Capacity :N/A

12. Value of the Property

(a)	Land Value	Rs
(b)	Building Value	Rs
Total value of the Property for the purpose of Stamp duty		

Place : Coimbatore

Date : 2021

Vendor

Purchaser