

SALE DEED

This SALE DEED is executed at Chennai on this the _____ day of _____ Two Thousand and Nineteen (_____2019) BY **ARMY WELFARE HOUSING ORGANISATION** (PAN No. AABTA4215G), a society registered under the Societies Registration Act, 1860 vide Registration No. S-9142 of 1978 dated 23.03.1978 on the file of the Registrar of Societies, New Delhi, having its Registered Office at South Hutments, Kashmir House, Rajaji Marg, New Delhi-110 011, Residential

Projects among other places, and current project at Survey No.172/1 & 173, Thazhambur Village, Thiruporur Panchayat town, Chengalpet Taluk, Kancheepuram District, Tamil Nadu – 600 130, named as Chennai (OMR) Project “**DINESH VIHAR** ”, represented by Colonel Muralidharan, (identified through Aadhaar Noand Contact No.....), Son of Shri....., a Hindu aged years, working as **Project Director**, of Residential complex of AWHO at Thazhambur Village, Thiruporur Panchayat town, Chengalpet Taluk, Kancheepuram District, Tamil Nadu – 600 130 (hereinafter called 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 No _____ and Contact No_____) Son of Shri _____ a (Religion) aged _____ years, serving/retired in the rank of _____ in the Indian Army/Air Force/Navy and residing at _____

_____ (hereinafter called the PURCHASE R 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 I of THE TAMIL NADU APARTMENT OWNERSHIP ACT, (1994) of the Other Part.

WHEREAS the Vendor is a Welfare Society constituted by the Indian Army 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.

WHEREAS in such pursuit, the Vendor has floated, a Residential Project, called **“DINESH VIHAR” AWHO, Chennai (OMR) Project** at Thazhambur Village, Thiruporur Panchayat town, Chengalpet Taluk, Kancheepuram District, Tamil Nadu – 600 130 and for that purpose acquired a total extent of **8,35,055.56 Sq fts or 19.17 Acres** land in Thazhambur village, which are more fully described in **SCHEDULE ‘A’** to the Schedule of Properties hereunder written, through the following **Sale Deed No.10223/2011** dated **24.10.2011** from **M/s.TDM Infrastructures Private Limited**, and registered before the office of the Sub Registrar, Thiruporur.

WHEREAS after purchasing the lands supra, the Vendor Society had obtained Patta Number 2104 for its lands from the Thasildar, Chengalpet Taluk and thus perfected its right, title and possession as absolute owner thereof.

WHEREAS the Vendor had decided to build “ **Phase –I**” of the project comprising of 6 towers with 2 stilts and 29 floors each, a clubhouse and central podium and had utilised **4,47,802.36 Sq fts or 10.28 Acres** which are more fully described in **SCHEDULED B** property from the **SCHEDULED “A”** property and balance extent of scheduled property shall be vested with the Vendor for its future proposal.

WHEREAS the Vendor has assigned an extent of **43,178.39 Sq fts or 0.99 Acre** of the Project Land as **OPEN SPACE RESERVATION (OSR)**, which are more fully described in **SCHEDULE ‘C’ Item(1)** to the Schedule of Properties hereunder written in favour of the Thazhambur Panchayat as Gift Deed No.4604/2012 dated 27.04.2012 on file of Thiruporur Sub Registrar Office.

WHEREAS the Vendor has also earmarked an extent of **4305.60 Sq ft or 0.10Acre** of the Project land to be gifted to **TANGEDCO** for erecting sub station, which are more fully described in **SCHEDULE ‘C’ Item(2)**.

WHEREAS after gifting the Open Space Reservation the Vendor has applied for Building Plan Approval and License for Construction of 852 Dwelling Units(hereinafter referred to in short as 'DU', which include the structure, fittings, fixtures, water, drainage and power connections provided thereto) and Central Amenities such as Club House, Swimming Pool and walking track on podium etc in the extent of **4,00,318.37 Sq fts or 9.19 Acres .**

WHEREAS the Member Secretary, Mamallapuram Planning Authority, Chengalpet, approved the Plan as per requisition by the Vendor in its Approval letter No.NA. KA. No. 200/2012/MAA OO THI KU dated 27.04.2012 and issued Building Planning Permit No. NA. KA. No. 1239/2012 MAA OO THI KU dated 10.05.2013 with the special condition stipulated under Section 49 of Town Municipality Act, 1971.

WHEREAS the Vendor had approached the Member Secretary, Mamallapuram Planning Authority, Chengalpet, to revise the project structure and the Authority vide its Proceedings in NA. KA No.1239/2012/ MAA OO THI KU dated 10.05.2013, revised the Building Plan, from previous approval of Basement + Stilt + 29 Floors to Stilt-I, Stilt-II + 29 floors and granted License for Construction to the Vendor.

WHEREAS in accordance with the approved Building Plan, the Vendor has constructed a total of 852 DUs as Phase 1 of the Project in 4 different types/configuration which are more fully described in **Item (1) under SCHEDULE 'E'** for allotment to registrants and also constructed Common Utility Structures for common use and benefits of the allottees, which are more fully described in **Item (2) under SCHEDULE 'E'** to the Schedule of Properties hereunder written; caused all the DUs and other Common Utility Structures assigned with specific Flat Numbers and assessed them to Property Tax and obtained power connection to all the structures 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 "FIT FOR OCCUPATION".

WHEREAS the sale of the DUs constructed by the Vendor is exclusively meant for and restricted only to the eligible members of Defence Forces, Central Paramilitary Forces(CPF) and Civilians paid from Defence Estimates vide Rule 12 of the ARMY WELFARE HOUSING ORGANISATION RULES, 1987 (hereinafter referred to as the "Rules" in short) and also the Terms and Conditions stipulated in the BOOKING LETTER and ALLOTMENT ORDER

and also the COST OF DU FIXED BY THE VENDOR on the date of booking, subject to the escalation clause.

WHEREAS the purchaser has applied for registration and allotment of a DU in the Project subject to his eligibility and the Rules supra as well as the Conditions of Booking Letter and Final Allotment Order.

WHEREAS the Vendor has, after considering the Purchaser's eligibility for the DU, accommodated his request and vide Booking Letter No. _____/_____/_____/_____/CHENNAI/_____, dated _____, registered a single DU with exclusive Parking Space in the _____ configuration/type _____ Apartment(_____) for a sale consideration of Rs _____ (Rupees _____ only) free from all encumbrances and subject also to the Terms and Conditions stipulated therein.

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 instalments towards the cost of DU and thus rendered himself eligible for allotment of specific DU and Parking Space; and WHEREAS pursuant to the Random Computerised Draw conducted by an independent External Board of Officers on 16 Oct 2018, the Vendor has issued Allotment Order to the Purchaser vide _____/_____/_____/CHENNAI/_____, dated_____2018, wherein, the specific DU and Parking Space was allotted in his favour, which is more fully described in SCHEDULE 'E' to the Schedule of Properties hereunder written.

WHEREAS as per the conditions stipulated in the Handing/Taking Over Instructions and Final Statement of Accounts dated_____2019, 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 Accounts and relevant documents from the Purchaser, the

Vendor has delivered vacant and peaceable possession of the DU and Parking Space described in **SCHEDULE 'F'** to the purchaser on ____ - ____ -2019 to his fullest satisfaction and under proper acknowledgement, subject to the execution of formal Sale Deed in the favour of Purchaser.

WHEREAS the Purchaser has, after taking over vacant possession of DU, pleaded for deferring the execution of formal Sale Deed for certain personal inconveniences and service exigencies.

WHEREAS the Vendor has magnanimously accommodated the plea of the Purchaser and agreed to execute the Sale Deed of the **SCHEDULE 'F'** Property at a later date and now, the Purchaser has prepared a Sale Deed as per the specimen furnished by the Vendor and produced the same for execution and for admitting execution thereof before the Sub Registrar, Thiruporur and transferring the legal title of the said property in his favour.

NOW THIS INDENTURE OF SALE WITNESSETH THAT in pursuance of the Booking Letter and Allotment Order-cum-Final Settlement of Accounts supra and in consideration of total sale price of Rs. _____ (Rupees _____)

_____ only) remitted by the Purchaser into the credit of the Saving Bank **Account No. 000701266853** maintained by the Vendor Society at **ICICI Bank**, Connaught Place, New Delhi in the name of “**AWHO, CHENNAI OMR PROJECT**”, 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 number of configuration type..... having super built-up area of sq fts, carpet area of sq fts on floor in tower along with reserved car parking type bearing number And proportionate share of Sq ft of Undivided Share of Land (UDSL) which is more fully described in **SCHEDULE ‘F’** to the Schedule of Properties hereunder written together with **RIGHT TO USE IN-COMMON** all passages, way-paths, easements, privileges, appendages 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, which are more fully described in **Item (2) under SCHEDULE 'E'** to the Schedule of Properties hereunder written 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 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 DOETH HEREBY COVENANTS WITH THE PURCHASER THAT:

1. 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 hath good right and absolute power to grant, sell and convey the said property unto and to the use of the purchaser in the manner afore- said.

2. An Application for change of Property Tax Assessment in respect of the DU is also signed and furnished to the Purchaser for effecting mutation of Property Tax Demand Records in the name of the Purchaser. The purchaser is entitled to transfer of TNEB Service Connection provided to the DU in his name, under Regulation No. 5(7) of the TN Electricity Supply Code, 2004 on production of a copy of this Sale Deed and by remitting transfer charges in favour of Tamil Nadu Electricity Board office.
3. 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 there from for his own use and benefits without any lawful claim, demand or interruption whatsoever 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.
4. 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.

5. 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.
6. 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.
7. The Vendor doth hereby declare and confirm that vacant possession of the property described in **SCHEDULE 'F'** hereunder has already been delivered in "as is where is" condition to the Purchaser on _____ 2019, which was duly acknowledged by the Purchaser. The DU has since been in actual possession of the Purchaser.

8. The Undivided Share in the Land (UDSL) and the DU sold to the Purchaser are completely free from all mortgage, charge, lien, lease or encumbrances of any kind whatsoever. The said property is completely 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, TN Land Reforms Act, TN Acquisition of land for Harijan Welfare Scheme Act, 1978, TN Revenue Recovery Act or any other Distraint Proceedings of the Government or Local Body or any Attachment Order of any Court.
9. The Vendor has paid all Property Taxes, levies, assessments and public charges in respect of the said property upto 2019 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.
10. The Purchaser shall get himself enrolled as a member of DINESH VIHAR RESIDENT WELFARE ASSOCIATION as the case may be (hereinafter referred to as the 'Society' which expression shall be deemed to include its duly elected Board of Management, Executives and

Administrators) and shall be bound by the Bye-laws, Rules and Regulations framed by the said Society. The Society shall be duly registered before the Registrar of Societies, Chennai and shall be responsible for maintaining all Common Amenities and Services, which are more fully described in **Item (2) under SCHEDULE 'E'** to the Schedule of Properties hereunder written. The Purchaser shall be bound to strictly adhere to the Rules and Bye-laws of the Society. He/She shall not be entitled to contest for the post of any office-bearer of the Society unless he is a resident-in-person in the Project.

11. 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. regard- less of the extent/quantum of benefits availed or derived by him from these common amenities and services.

12. The car park allotted to the purchaser confers only the parking rights. The car parks allotted under this agreement can not be sold/dealt with separately or let out separately.

13. 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.
14. 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.
15. 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 Society reserves the right in its absolute discretion to refuse permission for sale of DU.

16. The purchaser is not entitled to the original title documents of the Project 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 is liable to pay the cost for copies of the documents requisitioned, provided it is permitted by the Vendor.

17. The Vendor doth hereby declares that through this Sale Deed, the Purchaser is conferred with title, right and possession only in respect of the property described in Schedule 'F' and also right to use and enjoy the Central Amenities described in Item (2) under Schedule 'E' hereunder subject to the conditions stipulated in clauses 10 and 11 above.

- 18.The ownership of the balance land except that relinquished to the Mamallapuram Local body, vests with the Army Welfare Housing Organisation, New Delhi.
- 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.
- 20.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 doth 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. : --

- a) Not to make any construction and or structural alterations in or addition to any of the properties described in SCHEDULE 'A', 'B' 'C', 'D' and 'E' to the Schedule of Property hereunder written or on the terrace of the Block in which the DU is erected.
- b) Shall not disturb or disrupt the privileges and or amenities granted to other purchasers/occupiers and shall not interfere with the special privileges such as Covered Car Parking Space or Open Car Parking Space allotted to such other purchasers for their exclusive use and benefits.
- c) Shall not in any manner encroach upon the common land areas or OSR and other common facilities and services. All encroachments illegally made by the Purchaser shall be liable to be removed by the Purchaser at his own costs and risks. Also, shall not, without the sanction or prior permission in writing of the Vendor and or the 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 make any alteration or addition to the face or elevation of the DU, which tend to materially alter its existing architectural feature.

- d) 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.
- e) 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.
- f) 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.

- g) Shall not carry on or permit to be carried on 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.
- h) 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.
- i) 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 wilful negligence or default.

- j) 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 of fellow-residents. The decision of the Society shall be final and binding on the member/allottee.

k) 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 'A'

SCHEDULE OF PROPERTIES REFERRED TO ABOVE

LANDS PURCHASED BY THE VENDOR FOR THE ENTIRE PROJECT

Registration District	:	Kanchipuram,
Taluk	:	Chengalpet
Panchayat Town/Block	:	Thiruporur,
Village	:	Thazhambur .
Survey No	:	172/1 and 173
Total Extent of land Purchased	:	8,35,055.56 Sq fts or 19.17 Acres
Patta No.	:	2104

Item Nos.	Survey No. of land purchased	Extent purchased	Patta No.
		Acres	
1.	173	10.67	2104
2.	172/1	08.50	
	Total	19.17	

Item No.1:

All that piece and parcel of land comprised in **Sr. No.173** admeasuring **10.67 Acres**, situated at No.31, Thazhambur Village, Chengalpet Taluk and Kancheepuram District bounded on the

North : Lands in Sr. No.176/2

South : Lands in Sr. No.170/1

East : Lands in Sr. No.174

West : Lands in Sr. No.172/1

Admeasuring 10.67 acres situated within the Sub – Registration District of Thirupour and Registration District of Chengalpet.

Item No.2:

All that piece and parcel of land comprised in **Sr. No.172/1** admeasuring **8.50 Acres**, situated at No.31, Thazhambur Village, Chengalpet Taluk and Kancheepuram District bounded on the

North : Lands in Sr. No.177/2A

South : Lands in Sr. No.171

East : Lands in Sr. No.173

West : Road

Admeasuring 8.50 Ares situated within the Sub – Registration District of Thirupour and Registration District of Chengalpet.

SCHEDULE - B

SCHEDULE OF PROPERTIES UTILISED FOR PHASE – I

All that piece and parcel of land comprised in **Sr. No.172/1, 173/Part** admeasuring **4,47,802.36 Sq fts or 10.28 acres** situated at No.31, Thazhambur Village, Chengalpet Taluk and Kancheepuram District and lying within the following boundaries:

North	:	Balance land comprising in the Schedule A mentioned property.
South	:	Lands in Sr. No.170 & 171
East	:	Lands in Sr. No.174
West	:	30.4 meters Road

The property situated within the Sub – Registration District of Thirupour and Registration District of Chengalpet. A detailed Survey Plan of Properties is annexed hereto.

SCHEDULE ‘C’
ITEM (1)
LAND GIFTED TO OPEN SPACE RESERVATION(OSR) FOR
THE PROJECT

A total extent of **43,178.39 Sq fts or 0.99Acre** from out of the Schedule “B” mentioned property, comprising in Survey No. 172/1(part) and 173 situated at No.31 Thazhambur village, Chengalpet Taluk, Kancheepuram District and lying within the following boundaries:

North	:	Balance land comprising in the Schedule “B” mentioned property
South	:	lands in Sr. No.171
East	:	Balance land comprising in the Schedule “B” mentioned property
West	:	Existing 30.4 meters road

The property situated within the Sub – Registration District of Thirupour and Registration District of Chengalpet.

ITEM(2)
LAND TO BE GIFTED TO TNEB (TANGENCO) FOR THE
PROJECT

A total extent of **4305.60 Sq ft or 0.10 Acre** from out of the Schedule “B” mentioned property, comprising in Survey No. 172/1(part) and 173 situated at No.31 Thazhambur village, Chengalpet Taluk, Kancheepuram District and lying within the following boundaries:

- North : Balance land comprising in the Schedule “B”
mentioned property
- South : OSR land as mentioned under Schedule “C”
- East : Balance land comprising in the Schedule “B”
mentioned property
- West : Balance land comprising in the Schedule “B”
mentioned property

The property situated within the Sub – Registration District of Thirupour and Registration District of Chengalpet.

SCHEDULE 'D'

All that piece and parcel of land comprised in **Sr. No.172/1, 173/Part** admeasuring **9.19Acres** (extent of entire Project 10.28 acres – OSR 0.99 acre – 0.10 acre TNEB) or **4,00,318.37 Sq fts** situated at No.31, Thazhambur Village, Chengalpet Taluk and Kancheepuram District and lying within the following boundaries:

- North : Balance land comprising in the Schedule A mentioned property.
- South : Lands in Sr. No.170 & 171
- East : Lands in Sr. No.174
- West : 30.4 meters Road

SCHEDULE 'E' ITEM (1)
DWELLING UNITS AND OTHER STRUCTURES IN THE PROJECT
DUs CONSTRUCTED FOR ALLOTMENT TO REGISTRANTS

Sl. No.	Types of DU, UDSL and land SF No.	Block No.	DU Number in each Block	Total No of DUs
1.	Small Family Apartment UDSL: Super Area: 900 Sqft	C, D, & E	55 x3	165
2.	Modern Family Apartment UDSL: Super Area:1125 Sqft	C, D, & E	116x3	348
3.	Super Deluxe UDSL: Super Area: 1630 Sqft	B & F	113x2	226

4.	Luxury UDSL: Super Area: 1950 Sqft	A	113x1	113
	Total	06		852

ITEM (2)

**COMMON UTILITY STRUCTURES AND CENTRAL AMENITIES (TO
BE HELD IN COMMON AND MAINTAINED BY THE SOCIETY)**

- (a) Guard Room and ATM room.
- (b) All lay-out roads, pipe lines and Drainage Channels, RWH pits with covers.
- (c) Borewells and Open well.
- (d) Water Pumps ____Nos, Firefighting pumps ____ Nos .
- (e) 6 Generators (380 KVA-Each) + 250 KVA-(1 No)
- (f) Club House (Ground + Four Floors).
- (g) Pump Room – 02 Nos
- (h) STP 300 KLD capacity with pumps, fixtures and fitting – 2 Nos
- (i) Sump for Drinking water, Domestic and Firefighting water and OHTs in block.
- (j) Swimming Pool with fixtures and fitting therein.

- (k) KONE (Passenger lift- 21Nos and 06 Nos service lifts) for Blocks(other than one No in club house)
- (l) Common Stair-cases, lobby.
- (m) Compound Wall with MS grills for the Project.
- (n) Garden, Landscaping and Arboriculture Plants.
- (o) Street Light Pillars and Lamps installed thereon.
- (p) Fire Fighting System for each Apartment and external fire hydrants and Portable Fire Extinguishers for all floors and Common Amenity Buildings.
- (q) CCTV monitoring system
- (r) Visitor Car parkings
- (s) Lightning arresters in each block.
- (t) Visitor's Room and utility rooms in Each Block.

SCHEDULE 'F'

DESCRIPTION OF THE PROPERTY SOLD TO THE PURCHASER

Registration District : Chengalpet

Taluk : Chengalpet

Panchayat Town/Block : Thiruporur

Revenue Village : Thazhambur

Survey Number : 173; 172/1

Patta Number : 2104

Total Extent owned by the Vendor for Phase-I : **4,00,318.37 Sq fts or**

9.19 Acres Extent sold to the Purchaser :**Sq ft** of undivided

share of land together with a Dwelling Unit of the following description :

(a) Type of DU : _____Apartment()

(b) Block Number :

(c) Floor Number : _____ Floor

(d) DU Number :

(e) Super Area of DU : _____Sq. Ft.

(f) Carpet Area of DU : _____Sq.ft

(g) Car Parking :

<u>Ser No</u>	<u>Type</u>	<u>Number</u>	<u>Size (Sq Ft)</u>
(i)	Covered		134.50
(ii)	OCPF		134.50

The Dwelling Unit bears Door No_____ situated at Sr. No.172/1 and 173, Thazhambur Village, in the name of ARMY WELFARE HOUSING ORGANISATION and provided with TNEB S. C. No. _____ in the name of AWHO, Chennai.

The Purchaser is entitled to the common use and benefits of all COMMON UTILITY STRUCTURES AND CENTRAL AMENITIES mentioned in Item (2) of SCHEDULE 'E' hereinabove written and all appurtenances thereto, subject however to his membership in and conditions imposed by DINESH VIHAR OF ARMY WELFARE HOUSING ORGANISATION (AWHO).

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

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



Vendor

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

Purchaser

Witnessed by :

DRAFTED BY:

1.

SUMATHI LOKESH
Advocate
Enrolment No.MS/193/2015
S1, Shikki Towers,
No.1/6, Sathyavathi Nagar,
Padi, Chennai – 600 050.

2.

Ph:99529 65421

**Statement under Rule 3(1) of the Tamil Nadu Stamps
(Prevention of Under-valuation of Instruments) Rules, 1968**

Sl No.	Survey No.	Nature of land	Extent conveyed / Transferred	Market Value (Rs.)
1.		Residential Land (Sr. No. Value of Thazhambur village is adopted for valuation of land)Sq ft of Undivided Share of Land (UDSL).	
2.	Residential Building (Apartment Type)	Super Area _____sq. ft.	
3.		Total Market Value of the land and building for the purpose of stamp duty	Note: True value of the building is above the PWD rate fixed by the Government.	

Stamp-duty paid on this Instrument (at the rate of 7% on the Market Value of the Property quoted above) is	Rs.	Challan No..... Dated Issued by(Bank & Branch) In favour of : The Sub Registrar, Thiruporur
Registration Fee payable on the instrument at 4% on the Market Value of the Property is (The entire Stamp-duty & Registration fees are paid through Online payment/Remittance before State Bank of India by creating offline challan only)	Rs.	Challan No..... Dated Issued by(Bank & Branch) In favour of : The Sub Registrar, Thiruporur
Computer Charges payable is	Rs.	
Sub Division Charges payable if any	Rs.	
Total		

Annexure – 1(A)
Statement regarding the Particulars of the Building/Flat sold to the Purchaser

1.	Description of the Building	:	
	(a) Construction of the structure	:	RCC Shear Wall
	(b) Depth of foundation :	:	20 to 30 feet long RCC Piles and 1.2Mtr RCC Raft.
	(c) Thickness of wall :	:	7”
	(d) Whether teakwood used throughout :	:	NO
	(e) Flooring :	:	Vitrified Tile, Ceramic Tile & Granites
2.	Age of the Building	:	Less than One year
3.	Extent of the site	:sq.ft.
4.	Built up Area	:sq.ft (_____undivided share) (RCC Terrace)
5.	Area of separate Garage, if any	:	NIL
6.	Length of Compound wall, if any	:	Not Applicable. No separate compound wall for the DU.
7.	Well	:	Depth____feet /Diameter____feet 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 Pump sets : NIL
11.	Is there any Lift?	:	Yes/No No of lifts: -----/NA Capacity : For 10 Passengers -21 And 15 passengers - 06
12.	Value of the Property	:	
	(a) Land Value (undivided Share therein)	:	Rs.
	(b) Building Value	:	Rs.
	Total Value of the property for the purpose of Rs. Stamp Duty	:	Rs.

Place : Chennai

Date : 2019

Vendor

Purchaser

**SURVEY PLAN OF THE LANDS PURCHASED BY AWHO, NEW
DELHI FOR ITS THAZHAMBUR PROJECT**

BUILDING LICENSE

PROPERTY TAX DEMAND CARD & EB Card (Other Documents

to be enclosed with the Indenture)

PATTA, CHITTA EXTRACT

OTHER DOCUMENTS TO BE ENCLOSED WITH THE INDENTURE

- (1) Copy of PAN Card of AWHO(viz., Vendor)
- (2) Copy of Authorisation for executing Sale Deed
- (3) Identity Proof of the Officer executing Sale Deed for and on behalf of
AWHO
- (4) Copy of PAN Card of Purchaser
- (5) Identity Proof of the Purchaser
- (6) Identity Proof of Witness No.1 & 2)
- (7) (For Office Use at the Registration Office) (Page No.--) In this Page, the
Sub Registrar shall engrave CERTIFICATE UNDER SECTION 42 OF
THE INDIAN STAMP ACT (For having received the value towards the
stamp duty mentioned in Page 34). The photograph of Vendor and
Purchaser(black & white) shall be mounted by the Sub Registrar through
electronic photographic technique and the digital Thumb Impression of
both the executants shall appear.
- (8) Page ----- In this Page, the signature, name and address of Witness No. 1
and 2 shall appear. The Sub Registrar shall endorse the Registration
Charges received for the instrument, make endorsement of Registration
Number of the Document, Date of registration and affixes the seal of SRO
and ink sign the document in proof of registration.