

FORMAT OF ABSOLUTE SALE DEED : FLATS
COIMBATORE

THIS DEED OF ABSOLUTE SALE executed on thisth day of _____ 2017.

BY

AIR FORCE NAVAL HOUSING BOARD (AFNHB) (PAN: AABTA1937F), a Society registered under the Societies Registration Act, 1860, with the Registrar of Societies, Delhi under Certificate of Registration No. S/11008 of 19th May 1980 having its office at Air Force Station Race Course, New Delhi, represented by _____, Age _____ yrs, S/o Shri. _____ R/o _____ Mobile No. _____) duly authorised by AFNHB vide **Authority letter AFNHB /ADM/1177, dated: _____** hereinafter called the **BOARD** which expression shall include its executors, administrators, representatives and assigns of the **FIRST PART**;

TO AND IN FAVOUR OF

(1). Xxx Xxxx XXXXXXXX Xxxx, IAF (Retd), (PAN xxxxxxxxxx), (Aadhar Card No. xxxx xxxx), (Mobile No. xxxxxxxxxx), Age xx yrs, Son of (Late) Shri. XXXXXXXXXXXXXXXXXXXXXXXX, (2). Mrs. XXXXXXXXXXXXXXXX (PAN xxxxxxxxxx), (Aadhar Card No. xxxx xxxx xxxx), Wife of Xxx Xxxx XXXXXXXX Xxxx, both residing at _____, Air Force Naval Housing Enclave, Textool Feeder Road, Athipalayam Pirivu, Ganapathy, Coimbatore - 641 006, (3). Xx. XXXXXXXXXXXXXXXX (PAN xxxxxxxxxx), (Aadhar Card No. xxxx xxxx xxxx), Daughter of Xxx Xxxx XXXXXXXX Xxxx,) (PAN xxxxxxxxxx), (Aadhar Card No. xxxx xxxx xxxx) residing at No. XXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXXXX, XXXXXXXXXXXXXXXXXXXXXXXX, permanent residence at _____, Air Force Naval Housing Enclave, Textool Feeder Road, Athipalayam Pirivu, Ganapathy, Coimbatore-641006 hereinafter called the **ALLOTTEE/S** which expression shall include his/her/their heirs, successors, executors, administrators, assigns of the **SECOND PART**;

WITNESSETH:-

WHEREAS the BOARD is the sole and absolute owner of all that land of Parcel-A of 13 Acres & 22,216 Sq.Ft., falling in SF Nos.26, 27/1A, 27/2A, 27/3A, & 29/1 and Parcel-B of 0 Acres & 31,799 Sq.Ft., falling in SF Nos. 27/1C, 27/2C & 27/3C, total 14 Acres and 10,455 Sq.Ft., situated at Coimbatore (hereinafter referred to as the **"SAID PROPERTY"**) purchased from **NTC(TN & P) Ltd.**, by virtue of the **Sale Deed dated: 26.08.2004** and registered on **08.09.2004** as **Document No. 2214 of 2004 of Book 1, at the Office of Sub-Registrar, Peelamedu, Coimbatore**, which is more fully and particularly described in the **Schedule-I** of the property hereunder.

AND WHEREAS, the SAID PROPERTY being under classification of 'Industrial use zone', the BOARD obtained its conversion to 'Residential use zone' from State Government of Tamil Nadu vide **G.O.2D No.471 dated: 06.05.2008**.

AND WHEREAS the BOARD, as per **Commissioner, Town & Country Planning, Chennai-2 letter No. 11514/2009/Spl dated 12.10.09** transferred an area of **62462** Sq.Ft. to the Coimbatore Corporation vide a **Gift Deed** dated **06.11.2009** registered as Document **No.3725 of 2009 of Book 1**, at the Office of the Sub-Registrar, Peelamedu, Coimbatore, which is more fully and particularly described in the **Schedule-II** of the property hereunder.

AND WHEREAS the BOARD obtained approval vide **Building License (BL) No.94/2010/H2(N) dated 16.04.2010** from **Corporation of Coimbatore** for construction of exclusive residential dwelling units with common areas and common facilities & amenities in the SAID PROPERTY and constructed **372 Dwelling Units(DU)** in an **Independent & Multi-storied** configuration (66 Type-A & 34 Type-B Independent Row Houses and 272 Type-AI, AII, AIII & B Flats with Stilt & Four Floors in 13 Blocks marked A, B, C, D, E, F, G, H, J, K, L, M, & N) **with Parking Space** for **the allottees of** Defence personnel registered under 'Self Financed Housing Scheme' sponsored by the BOARD known as **'AIR FORCE NAVAL HOUSING ENCLAVE, COIMBATORE'**.

AND WHEREAS the BOARD as per **BL No. 94/2010/H2(N)** dated **16.04.2010** sanctioned by Corporation of Coimbatore constructed a Community Centre, Recreation Centre and Common Amenities & Facilities and as per **BL No. 0143/2015/MH3/N** dated: **30.03.2015** constructed a Shopping Complex comprising 10 Shops with Vehicle Parking area in the SAID PROPERTY, as part of AFNHB housing project scheme for the Defence personnel mentioned hereinabove.

AND WHEREAS the BOARD, in the SAID PROPERTY, apportioned 167226.50 Sq.Ft. for Type-A & B Row Houses & 142648.00 Sq.Ft. for 13 Apartment Blocks and developed the remaining land of 247958.50 Sq.Ft. as general common areas with common amenities & facilities which are more fully and particularly described in **Schedule-II** of the property hereunder.

AND WHEREAS the BOARD offered to allot the independent Row Houses(with pre-defined plot area) & Flats by draw of lots and as the registrant **ALLOTTEE/S** agreed to the same, the BOARD, **on the basis of draw of lots** allotted **Type __ Flat No. _____** to the **ALLOTTEE/S**.

AND WHEREAS, at its own request, the Allottee/s has already been delivered with the physical possession of the said dwelling unit **Type __ No. _____** with all the fittings and fixtures as per the inventory pending execution and registration of a Sale Deed between the **BOARD** and the **ALLOTTEE/S**.

AND WHEREAS the BOARD has agreed to **convey** and transfer the title/ rights of the property Type __ Flat No. _____ more fully set out and described in the **Schedule-III** hereunder, for the mutually agreed tentative cost of the dwelling unit for the allotment of **Rs. _____/(Rupees _____only)** and pursuant to the same, the BOARD hereby convey **and transfer** the said property to and in favour of the **ALLOTTEE/S**. However, in case final cost worked out by final costing committee at later stage is found more such additional amount will be payable by the allottee.

NOW, THEREFORE, THIS DEED OF ABSOLUTE SALE WITNESSETH that in pursuance of the aforesaid agreement, the **ALLOTTEE/S** has fully paid the tentative consideration of the sum of **Rs. _____/-(Rupees _____only)** and the BOARD received the entire tentative consideration, the receipt of which is hereby duly accepted and acknowledged by the BOARD **vide letter No.AFNHB/ADM/..** dated

AND THEREFORE the BOARD doeth hereby convey, assign, transfer unto the ALLOTTEE/S all that property more fully set out and described in the Schedule-III hereunder consisting of **Type ____Flat No. _____** in the ____ **Floor** of building No. **Block-__** with a **Super built up area of _____ Sq.Ft. (Plinth area _____ Sq.Ft. and the places provided for common facilities)** alongwith proportionate **undivided share of _____ Sq.Ft.** in the limited common land area of Block-__, **Reserved Stilt Car Parking No. SP-xx & SP-xx** in Block-__ and proportionate **undivided share of _____ Sq.Ft.** in the general common land area comprising common areas, amenities & Facilities, more fully set out and described in the Schedule-III hereunder together with all appurtenances, water ways, easements, advantages, rights, title, interest, claim and demand whatsoever of the BOARD upon the said property and every part thereof and **TO HAVE AND TO HOLD** the same unto the said ALLOTTEE/S absolutely and forever in the said residential complex known as Air Force Naval Housing Enclave, Coimbatore.

NOW IT IS HEREBY AGREED AND RECEIVED AND RECORDED BETWEEN THE BOARD AND THE ALLOTTEE/S HERETO AS FOLLOWS:-

1. That the ALLOTTEE/S shall abide by all the terms and conditions of the BOARD and subject to which only the BOARD is transferring its rights to the ALLOTTEE/S and shall be bound to observe all the rules, stipulations terms and conditions made applicable by the BOARD in respect of the said allotment, **Jal Vayu Vihar Owners' Association (JVVOA)**, Corporation of Coimbatore and local authorities in this regard and shall not do or permit anything to be done in contravention of the said covenants etc.

2. That the said dwelling unit **shall** not be used for any purpose other than residential purposes by the ALLOTTEE/S, his / her family, tenant or anyone else through the ALLOTTEE/S.
3. That the parking space shall be used for the purposes of keeping a vehicle only. The Second Party shall not use it/ these for any commercial/ professional purposes or as a godown.
4. That the ALLOTTEE/S shall not make, erect or cause, suffer to be made any additions or alterations whatsoever to the said dwelling unit or open areas or the parking space without prior written permission of the BOARD or the Jal Vayu Vihar Owners' Association or Corporation of Coimbatore **as the case may be**. Any additions or alterations shall be at ALLOTTEE/S's own cost and shall be dealt on such terms and conditions as may be laid down by the concerned authority. The ALLOTTEE/S shall keep and maintain the said dwelling unit and parking space neat, tidy, wind and water tight, in all seasons and in good **condition and carry out** repairs, reasonable wear and tear and damage by fire or storm excepted.
5. That the Allottee/s shall not sell/ transfer, mortgage or otherwise alienate or dispose off the whole or any part of the dwelling unit without prior permission of the Board and the JVVOA to which the Board or **Jal Vayu Vihar Owners' Association** shall be entitled to refuse in their absolute discretion and on such terms and conditions as are laid down by the BOARD. The ALLOTTEE/S fully understand that in the event of any transfer being made without the said previous consent, such transfer shall not be recognized by the BOARD and JVVOA and in that event and also in the event of any other breach of the covenants on his / her part, it shall be open to the BOARD to re-enter the dwelling unit to take the possession of the same on such terms as have been laid down by the BOARD in this behalf from time to time.
6. That the **ALLOTTEE/S** is entitled to an **UNDIVIDED SHARE(UDS)** of interest in the common areas and facilities in the percentage computed by taking as the basis the extent of the built up area of the DU in relation to the total extent of

the common area comprising common amenities & facilities. The percentage of UDS of interest in such common areas and facilities shall not be separated from the DU to which appertains and shall be deemed or encumbered with the DU whether or not such interest is expressly mentioned in the conveyance or other instrument.

7. That ALLOTTEE/S shall ensure repayment of the loan and interest to the loaning agencies regularly and will not make any default in that respect, in case ALLOTTEE/S has taken loan to partly finance, the dwelling unit.
8. That the ALLOTTEE/S is liable to pay common expenses and entitled to receive profits according to the percentage of UDS of the DU in the common areas and facilities.
9. That the ALLOTTEE/S shall be entitled to hold, possess and enjoy the dwelling unit with appurtenances whatsoever, **whether underneath or above the surface** the full rights, title, claim and interest, easements and privileges and **UDS** of those pieces and parcel of aforesaid land **with common amenities and facilities** on thereabouts Air Force Naval Housing Enclave, Coimbatore subject to **adherence of the covenants and** the obligations specified in the Sale Deed.
10. That the ALLOTTEE/S shall be entitled to common use of parks, community facilities, shops, roads, visitors parking, street lights etc., in accordance with bye-laws of **JVVOA**, jointly and generally with the other bungalow owners of the said Air Force Naval Housing Enclave, Coimbatore. All these areas including land falling under these facilities cannot be divided and is for the common use of the residents and not for exclusive use of any individual. No construction of any type shall be allowed on these areas. The ALLOTTEE/S agrees not to create any hindrance for the access of the maintenance staff employed by the **Jal Vayu Vihar Owners' Association** or any other resident of the complex.
11. That the ALLOTTEE/S shall become a member of the **Jal Vayu Vihar Owners' Association** and pay all charges fixed by the said Association. The Association have rights to recover maintenance charges from Allottee/s from

the date of handing over of physical possession of the dwelling unit. The buyer of any dwelling unit sold/ **transferred** by the ALLOTTEE/S shall also become a member of the **Jal Vayu Vihar Owners' Association, Coimbatore** and comply with the bye-laws of the said Association.

12. That the BOARD ~~will~~ shall at all times and at the cost of the **ALLOTTEE/S** execute, register or cause to be done, all such acts and deeds for perfecting the title to the **ALLOTTEE/S** in the property hereby **allotted** conveyed **and transferred** herein.
13. That the BOARD do hereby covenants and assures that the **ALLOTTEE/S** is entitled to have mutation of his/her/their name in all public records, local body in the name of the **ALLOTTEE/S** and undertakes to execute any deed in this respect.
14. That the ALLOTTEE/S **shall** pay and discharge the proportionate and undivided share of all ground rent, taxes, charges and assignment of every description which is now or may at any time thereafter be imposed or assessed on the said dwelling unit by the Central Government or Corporation or any local authority. The rules of the local Authority and State Govt. would be binding on the allottee/s.
15. That the ALLOTTEE/S shall permit any of the agents or representatives of the BOARD and those of the said **Jal Vayu Vihar Owners' Association** at all reasonable hours to enter into the dwelling unit to inspect the conditions of the premises and shall not perform any act against the interest of the BOARD or the **Jal Vayu Vihar Owners' Association** as applicable.
16. That the roofs, staircases, passages and other common conveniences shall be utilized by all the Allottees of the flats in the said **Air Force Naval Housing Enclave, Coimbatore** and ALLOTTEE/S will not have any exclusive right to use the same.

17. That the Allottees of the top floor flat shall permit the other allottees of the ground and other floors of the same block to have access to the terrace and water tanks on the upper floor for the purpose of checking and for repairing the same.

18. That it is further agreed by and between the parties that this Sale Deed is executed on the express conditions and if there shall be a breach or non observation of any of the covenants hereinbefore contained then and in any such case notwithstanding the waiver of any previous clause the right of reentry is with the BOARD. The BOARD may re-enter the said dwelling unit and expel the ALLOTTEE/S and all occupiers of the same thereof and this agreement shall forfeit all rights, title and interest except payment by the BOARD to the ALLOTTEE/S of reasonable compensation for the said dwelling unit as decided by the BOARD but not exceeding the cost the ALLOTTEE/S had paid to the BOARD.

In support of this sale, the BOARD has delivered the following documents of title to the ALLOTTEE/S:-

1. Copy of Authorisation letter dated _____ to AFNHB Representative.
2. Copy of Sale Deed Dated 26.08.2004 in Document No.2214/ 2004.
3. Encumbrance Certificates.
4. Copy of Area Statement.
5. Copy of Site Lay out & Building Plan.
6. Property Tax Book.
7. Electricity Board Card.

SCHEDULE - I

DESCRIPTION OF LAND PARCELS

In the Registration District of Coimbatore, in the **Registration Sub-District of Peelamedu**, Coimbatore North Taluk, **KRISHNARAYAPURAM Village**, all that piece and parcels of land admeasuring **14.24 Acres** within the jurisdiction of Coimbatore Corporation, clearly marked in the enclosed plan with Boundaries & Measurements:-

BOUNDARY:

Parcel - A

On the North By: Land in S.F. No.25/1, 25, 24.
On the South By: Land in S.F. No.30.
On the East By: Municipal Road in S.F. No.27/2B and in S.F. No.27/3B
On the West By: Nalla.

Parcel - B

On the North By: Land in S.F. No.24.
On the South By: Municipal Road in S.F. No.27/1B
On the East By: Land in S.F. No.28.
On the West By: Municipal Road in S.F. No.27/2B and in S.F. No.27/3B

In the Midst:-

Parcel-A

1. S.F. No.26	Total extent Acres: 6.21
2. S.F. No.27/1A	Total extent Acres: 5.75
3. S.F. No.27/2A	Total extent Acres: 0.16
4. S.F. No.27/3A	Total extent Acres: 1.25
5. S.F. No.29/1	Total extent Acres: 0.14

Total extent Acres 13 and 22216 Sq.Ft.

Parcel-B

6. S.F. No.27/1C Total extent Acres: 0.05

7. S.F. No.27/2C Total extent Acres: 0.05

8. S.F. No.27/3C Total extent Acres: 0.63

Total extent Acres 0 and 10455 Sq.Ft.

Net Total extent of Land 1 to 8: Acres 14.24 in this 620295.00 Sq.Ft.

SCHEDULE - II

DESCRIPTION OF LAND APPROPRIATION

Total extent of land purchased:	620295.00 Sq.Ft.
Land gifted to Coimbatore Corporation:	62462.00 Sq.Ft.
Extent of land sold to Allottees:	557833.00 Sq.Ft.
Land allocated for independent Row Houses:	167226.50 Sq.Ft.
Land allocated for Apartment Blocks:	142648.00 Sq.Ft.
Remaining Land used for Common Amenities:	247958.50 Sq.Ft.

In the above land, apportioned are the proportionate share of **UNDIVIDED COMMON AREA OF ____ Sq.Ft.** in the limited common land area of Block-____ building and proportionate share of **UNDIVIDED COMMON AREA OF ____ Sq.Ft.** in the remaining (general common) land area for common amenities.

SCHEDULE - III

DESCRIPTION OF PROPERTY HEREBY CONVEYED

In the land described at Schedule-I & II above, all that Dwelling Unit; **Type ____ Flat No. ____** in the ____ **Floor** of building No. **Block-__ with a Super built up area of ____ Sq.Ft. (Plinth area ____ Sq.Ft. and the places provided for Lift, EB room, Store room, Drivers Rest room, Servants Toilet & other facilities therein)** alongwith proportionate **undivided share of ____ Sq.Ft.** in the limited

common land area of Block-A, **Reserved Open Car Parking No. OP-xx** and proportionate **undivided share of ____ Sq.Ft.** in the general common land area comprising common areas, amenities & facilities in the premises known as **Air Force Naval Housing Enclave**, Textool Feeder Road, Athipalayam Pirivu, Ganapathy, Coimbatore – 641 006, which is described in the plan annexed hereto and bounded under:

BOUNDARIES FOR THE ABOVE FLAT:

On the North By: Flat No. _____ presently belonging to _____

On the South By: _____

On the East By: _____

On the West By: Common Passage

Total Extent of ____ Sq.Ft. undivided share in the limited common land area of Block-A + UDS of ____ Sq.Ft. in the general common land area = ____ Sq.Ft. (or) ____ Sq.meter and having a **built up area of ____ Sq.Ft. in the ____ Floor of RCC building No. Block-____** with Superstructure, doors and windows, Staircase, Electric Connections, Water Connections and its deposits together with interests accrued on the deposits, bathroom, light fittings, Water Tank, Lift, EB room, Store room, Drivers Rest room, Lobby, Servants Toilets, **and** the general common area with Community Centre, Recreation Centre, Swimming Pool, Shopping Complex with parking area, External Electrical System with TNEB & Standby Diesel Generators, External Water Supply System, Underground Storage Tanks, Plastic Water Tanks, Rain Water Harvesting System, Tube Wells, Reverse Osmosis Plants, Sewage Treatment Plant, Drainage System, Guard Room/Main Gate, Roads, Pathways, Kerbs Sand Filling, Boundary and Retaining Walls, External Fire Fighting Systems, Landscaping/Gardens with Fountains and rights to use the lay out roads and all other easementary rights and appurtenances attached thereon.

Type ____ Flat No. - _____, Omparasakthi Mill Road

Assessment No. - xxxxxxxx (Ward No.40 / A4)

TNEB Electric S.C. No.	-	026-005-xxxxx
Stand By Gen Set supply Meter No.	-
Water Service Connection No.	-

The above property is situated within the limits of Coimbatore Municipal Corporation.

The above property is situated on "OMPARASAKTHI MILL ROAD"

Tentative Cost of DU with developed land and pro-rata cost of Common Amenities and Facilities is Rs.....

This **ABSOLUTE DEED of SALE** is registered under **Registration Act, 1908(Central Act XVI of 1908)**.

IN WITNESS WHEREOF, the BOARD and the Allottees without any pressure, coercion or undue influence whatsoever, put their hands to the contents of this Sale Deed in presence of the following witnesses on this..... at Coimbatore.

BOARD (VENDOR)

PURCHASER/S

1.

2.

POWER AGENT OF BOARD

3.

WITNESSES:

1.

2.

**Krishnarayapuram Village, Omparasakthi Mill Road
(Air Force Naval Housing Board (AFNHB) Housing Scheme)**

ANNEXURE - A1

I. Description of the Building

- | | | |
|----------------------------------|---|-------------------|
| (a) Construction of the building | : | Cement and Bricks |
| (b) Depth of foundation | : | 8 feet |
| (c) Thickness of Walls | : | 9 inches |
| (d) Wood used throughout | : | Nil |
| (e) Flooring | : | Tiles |

II. Age of the Building : 3 years

III. Extent of Site : Land ____ Sq.Ft. +
Common amenities
UDS ____ Sq.ft =
_____ Sq.ft.

(a) Value of Site (Per Sq. Ft.) : Rs. /-

IV. Built up area : _____ Sq.ft Flat
in the _____ Floor of
RCC building

V. Area of Separate Garage if any and
Type of Construction : Nil

VI. (a) Length of Compound Wall if any
and Iron Gate : Nil

(b) Length of Barbed wire or Chain or
Link fence : Nil

- VII. Well if any with diameter and depth : -
(a) Water Tap : Yes (Common)
(b) Borewell : Yes (Common)
- VIII. Electric Installation : Yes
Lights : Fans :
- IX. Electric Motor Pump Sets : Yes (Common)
- X. Is there a separate Latrine or Septic Tank : Yes
- XI. The Land Value : Total value
The Building Value : Rs. _____/-
- The executants estimate of the
Value of the site with Building : Rs.

Date:

1.

2.

3.

BOARD
(Air Force Naval Housing Board (AFNHB))

PURCHASER/S