

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (“AGREEMENT”) ENTERED INTO AT PUDUCHERRY ON 10TH APRIL DAY OF 2021.

BY AND BETWEEN

M/s. SRI VEDHAA CREATIONS PRIVATE LIMITED [PAN: AAICS8337F], a company incorporated under the provisions of Companies Act,1956, and having its Registered Office at, New No.50,Vellalar Street, Puducherry – 605 001, represented by its Managing Director **Mr.G.R.BALAJI** [PAN: BGCPB3506K],Son of Mr.G.RAVICHANDRAN (by virtue of board resolution dated 15.04.2018), hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-office, executors, receivers, attorneys, administrators and assignees etc.);

AND

Mr. K.KEERTHIVASAPERUMAL [PAN:xxxxxyyyyy] Son of Kurusave aged about 57 years, residing at No. 2, 5th Cross, Sathiya Sai Nagar, Reddiarpalayam, Puducherry-605010, hereinafter called the “**ALLOTTEE(S)**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, receivers, attorneys, administrators, successors-in-interest and assignees etc.);

The Promoter and the Allottee(s) shall hereinafter be either collectively referred to as “Parties” and/or individually as “Party”.

ALLOTTEE(S)

PROMOTER

WHEREAS:

- A. The Promoter is developed the Schedule Mentioned Property at measuring **40217 Sq ft** Vacant land situated at Reddiarpalayam Revenue Village, Near Raghavendra Nagar, Bearing **RS No 153/2/A/1** More fully described in the **SCHEDULED-'A'**, hereunder and having entered **Joint Venture Agreement** with **Land Owner Dated 27.04.2018** .
- B. The Promoter has formulated a scheme for developing the said property into a residential project and the Vendor has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the Project vide Puducherry Planning Authority Permit **No. PPA/1978/6169/Z(SB-Reddiarpalayam)2020-21 Dated.01.04.2021**.
- C. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Puducherry on date ___under registration No____.
- D. The Allottee(s) has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project;
- E. The Allottee(s) desirous of owning an Apartment in the Project has entered into an Agreement for Sale with the Owner for purchase of ____ **square feet** of undivided share of land, which is morefully described in Schedule „F" hereunder and secured the right to appoint Promoter to construct an Apartment as per the scheme formulated by the Promoter;

PROMOTER**ALLOTTEE(S)**

- F. The Allottee(s) has applied for construction of an Apartment in the Project to the Promoter and the Promoter has agreed to construct and allot **Apartment No. ___** having **carpet area of ___ square feet**, morefully described in Schedule „G" hereunder (“Apartment”) to the Allottee(s).
- G. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed.
- H. The Parties have decided to reduce the terms and conditions mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee(s) mutually agree and covenant as follows:

1. ALLOTMENT:

The Promoter hereby agrees to construct, allot and deliver the Apartment described in Schedule „G" hereunder as per the specifications mentioned in the Annexure at the cost of the Allottee(s).

2. CONSTRUCTION COSTS AND OTHER RELATED PAYMENTS:

- a. The Construction Cost for the Apartment is _____ is agreed by the Allottee(s) with the Promoter and the said Construction Cost is exclusive of land cost that the Allottee(s) has agreed to pay separately;

ALLOTTEE(S)

PROMOTER

- b. The Allottee(s) has/have paid a sum of _____ to the Promoter as advance amount towards construction cost;
- c. The Allottee(s) agrees to pay the balance construction cost of _____ in the manner following:

Sl. No.	Period of Payment		Amount
1.	Booking Amount	Rs.	
2.	15 Days from Date of Booking	Rs.	
3.	Agreement	Rs.	
4.	Foundation	Rs.	
5.	1 st Floor Roof	Rs.	
6.	2 nd Floor Roof	Rs.	
7.	3 rd Floor Roof	Rs.	
8.	4 th Floor Roof	Rs.	
9.	Brick & Plastering	Rs.	
	[Registration of Sale Deed]		
10.	Date of Possession	Rs.	
	Total	Rs.	

- d. The Allottee(s) has/have further agreed to pay a sum of _____ towards Goods and service tax. Provided that in case there is any change / modification in the existing taxes and any other new Taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased / reduced based on such change / modification;
- e. The Allottee(s) has/have agreed to pay a sum of _____ towards corpus fund. The corpus fund to be utilized for any expenditure in maintenance of the

PROMOTER

ALLOTTEE(S)

building and other infrastructural facilities and amenities in the Project shall be paid at the time of demand raised by the Promoter. The Promoter shall transfer this amount after deducting any expenses incurred, for the purpose of maintenance of the buildings; without interest to the agency to be appointed by the Association / Society to be formed by the Allottee(s) with other Allottees;

- f. The Allottee(s) has/have further agreed to pay a sum of _____ towards Electrical Connection and New Transformer Charges.
- g. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated above and the Allottee(s) shall make payment within 15 days from the date of intimation.
- h. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall quote the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s);
- i. The Allottee shall make the payment as per the payment plan provided in clause 2(c) with tax and other charges, if any, provided in this agreement. The Allottee(s) authorizes the Promoter to adjust all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust this payment in any particular manner.

ALLOTTEE(S)

PROMOTER

3. MODE OF PAYMENT:

- (a) All payments shall be made by Cheques or Demand Drafts or through RTGS. The date of credit of the amount into the account of the Promoter will be considered as the date of payment made by the Allottee(s) and the delayed payment charges will become payable from the due date;
- (b) The Allottee(s) hereby undertakes and assures that based on the stage intimation letters issued / to be issued by the Promoter to the Allottee(s), the above payments shall be made by the Allottee(s) within the due date and without any further demand, as time for payment of the above said sums being the essence of the contract and the Allottee(s) is fully informed by the Promoter that any default in payment of the above said amount would affect the completion of the Project;
- (c) The Allottee(s) shall not delay, withhold or postpone the payments due as provided in this agreement, on whatever reason and in that event, the Allottee(s) shall be responsible for any consequential sufferance or damages and they shall adhere to clause 5(a)(1) mentioned herein. The Promoter will have the first charge or lien on the said premises on all balance amounts due by Allottee(s) until they are paid;

ALLOTTEE(S)

PROMOTER

(d) The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) and such third party shall not have any right in the application / allotment of the said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. PERIOD OF COMPLETION AND HANDING OVER OF POSSESSION:

- (a) The Promoter shall endeavor to complete the construction of the Apartment by ----- . The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment as committed, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within six months from that date of determination of impossibility of performance. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement;
- (b) The Promoter, upon completion of construction of the Apartment shall intimate to the Allottee(s) of the same at the last known email / mail address of the Allottee(s) by email or letter and the Allottee(s) shall take possession of the Apartment within ___ days of receipt of such intimation. The Promoter shall not be liable in any manner whatsoever, for failure of the Allottee(s) to take over possession of the Apartment;

- (c) Upon receiving a intimation from the Promoter as above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation, if required, and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided above, such Allottee(s) shall continue to be liable to pay maintenance charges of Rs.5/- per Sq.ft. of super built-up area till the date of taking possession ;
- (d) The Promoter shall hand over possession of the Apartment to the Allottee(s) as committed subject to receipt of the entire consideration including all other payments as agreed vide this Agreement and Agreement of sale etc., It is made abundantly clear that the obligation of the Promoter to handover the Apartment to the Allottee(s) does not arise until the Promoter receives the entire payment/s as said above;
- (e) The Allottee(s) shall not do or permit any agent / workers to carry out any work in the Apartment, until possession is handed over to the Allottee(s).

5. BREACH OF TERMS AND ITS REMEDY:

(a) ALLOTTEE'S COVENANT:

1. In the event of the Allottee(s) failing to pay the balance construction cost with tax and other charges, if any, provided in this agreement or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee(s) is entitled to cancel this Agreement and re-allot the Apartment, to the another party and the Allottee(s) shall thereafter have no right, interest or claim over the Apartment. Consequent to such termination, subject to deduction of the 10% of total consideration along with applicable taxes, the Promoter shall refund the monies collected from the Allottee(s) within 90 days of such cancellation without interest, simultaneous to the Allottee(s) executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee(s);

2. The Allottee(s) hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of 10% of Construction Cost ("Assignment Fee") in the event the promoter provides consent;
3. The Parties hereby confirm that this Agreement and the Agreement for Sale of even date entered into by the Allottee(s) shall co-exist or co-terminate;
4. It is specifically agreed by the Allottee(s) that the Allottee(s) shall bear all statutory charges from the date of intimating the readiness of the Apartment for handover by the Promoter;
5. If the payment as agreed and as provided in this agreement remains to be paid and the Allottee(s) defaults thereof, the Allottee(s) undertakes and agrees to pay the interest which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as prescribed under Puducherry Real Estate (Regulation and Development) Rules, 2017, on the payments as agreed and fallen due from the date of default till the date of payment along with applicable taxes to the Promoter.

(b) PROMOTER'S COVENANT:

Subject to the Force Majeure clause, the Promoter shall be considered to be on default, in the following events:

1. Promoter fails to provide ready to move in possession of the Apartment to the Allottee(s) within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects;

2. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Real Estate Regulatory Authority Act or the rules or regulations made there under;
3. In case of default by Promoter under the conditions listed above, the Allottee(s) is entitled to be paid, by the promoter, the interest at the rate of the interest, which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent as prescribed under Puducherry Real Estate (Regulation and Development) Rules, 2017, for every month of delay till the handing over of the possession of the Apartment;
4. The Promoter will not be liable for any delay in Commune Panchayat / Municipality / Panchayat Union, Puducherry Electricity Department, Water supply and Sewage , any other statutory authority giving their connection in respect of Water, Drainage and Electricity in spite of the initiative/follow-up actions taken by the Promoter.
6. MAINTENANCE OF COMMON AREAS AND AMENITIES IN THE PROJECT:
 - (a) Maintenance: The Promoter shall oversee the maintenance of common areas of project at no extra cost to the Allottee(s) for Thirty Six Months(**36 Months**) from the date of delivery of Apartment and thereafter it is common date to all Apartments for both delivered / undelivered Apartments. The Allottee(s) agrees to this arrangement in the common interest of maintenance of the project and its related services that the maintenance will be appropriated for all the Apartments at one stroke with one start date and end date spanning for a period of Thirty Six Months(**36 Months**) .

- (b) Any capital expenditure for providing additional amenities shall be met out by the Promoter from and out of the Corpus Fund with the consent of the association of allottees;
- (c) The capital expenditure spent of the Corpus Fund shall be replenished by raising pro-rate demand and collection from each Allottee, if the Allottee(s) defaults in making the proportionate Corpus Fund the Promoter shall be entitled to collect the prescribed interest for the due payments.
- (d) The Allottee(s) along with the other allottees of the Project shall ensure that the owners welfare association is formed as per the provisions of the Puducherry Apartment Ownership Act, 1994 ("Owners Association"). The Promoter shall render its co-operation and facilitate in formation of the Owners Association;
- (e) The Promoter shall render proper accounts to the Owners Association at the time of handover of the maintenance with respect to the spending from Corpus Fund collected;
- (f) Subsequent to the taking over of maintenance by the Owners Association, the Allottee(s) shall pay / continue to pay the all costs, charges, expenses, relating to the management, maintenance and upkeep of common areas and common facilities / amenities within the Project on pro-rata basis or in another manner as deem fit by the Association. The Promoter shall not be liable for any shortcomings or deficiency thereof, in any manner whatsoever;

ALLOTTEE(S)

PROMOTER

- (g) It is specifically agreed by the Allottee(s) that the Allottee(s) shall pay their pro-rata maintenance charges for the common areas, common amenities / facilities in the Project in time and without any delay and in the event of the Allottee's inability to pay the maintenance charges or any default or delay in payment of maintenance charges and deposits if any, the Allottee(s) may be deprived of his/her/its/their rights to enjoy the common facilities and amenities. In addition to that, such defaults will be displayed in the notice board within the Project.

7. SANCTIONS AND APPROVALS:

- (a) The statutory approvals, including State and Central Government approvals/permissions including amendments / modifications / alterations, its departments, local bodies, authorities, Puducherry Town and Country Planning, Puducherry Electricity Department, Corporation/s, and all other concerned authorities, may mandate the Promoter to handover certain percentage of land to the statutory authorities concerned, as a condition for granting approval. The Promoter shall have absolute discretion to determine and identify the portion of the land to be handed over for complying with the terms and conditions of statutory approvals;
- (b) The Promoter hereby covenants that the Project shall be constructed as per the approved building plan;

8. DEFECTS LIABILITY:

The Promoter shall rectify any structural defects with respect to the Apartment (normal wear and tear is exempted) which shall not be as the result of any commission or omission of the Allottee(s), any damages caused due to the acts of god or natural calamities or fire accidents, any willful or accidental damages caused, any damages caused due to tampering by the Allottee(s), any product that has been installed by the Promoter, brought to the notice of the Promoter within 5 years from the date of intimating the readiness to handover of the Apartment and thereafter no claim shall be entertained against the Promoter in respect of any alleged defective work in the Apartment and/or Project under any circumstances. The above liability of the Promoter shall be restricted only to rectify / repair the above defects and any consequential damages will not be covered under this Agreement. Structural defects shall not include plastering hairline crack. Third party warranty on products shall be governed by the terms and conditions provided by the manufacturer of the respective products. However, the Promoter shall not be responsible for routine/non-structural cracks resulting from differential co-efficient of thermal expansion, non-monolithic joints, seasoning effects, sweating of walls, etc. and due to normal wear and tear, abuse, negligence and improper usage by the Allottee. **(CHECK WITH RERA RULES)**

9. LOANS AND FINANCIAL ASSISTANCES:

- (a) The original Sale Deed relating to the Schedule „F“ Property will be under the custody of the Promoter till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee(s) to the Promoter. However, if the Allottee(s) prefers/s to avail loan, the original Sale Deed in respect of Schedule „F“ Property will be released directly to the

mortgagee / Banks / Financial Institutions, after obtaining a commitment letter from the mortgagee / banks / financial institutions. The Promoter undertakes to furnish one set of photocopies of title deeds pertaining to the Schedule „A" Property to the Allottee(s). In the event of foreclosure of the loan by the Allottee(s) prior to handing over the Schedule „G" Property by the Promoter to the Allottee(s), the Allottee(s) shall hand over the original Sale Deed to the Promoter and the Promoter will have the custody of the documents till such time all / last payment including cost of construction and extra amenities are paid / settled by the Allottee(s) to the Promoter;

- (b) All the payments to be paid under this Agreement by the Allottee(s) to the Promoter, apart from the loan amount, shall be paid directly by the Allottee(s) to the Promoter;
- (c) All the loan amount/s, availed by the Allottee(s), shall be directly disbursed / released by the bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee(s);
- (d) Notwithstanding whether the loan is obtained or not, the Allottee(s) shall still be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amount/s, the Allottee(s) shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.

10. RIGHTS AND DUTIES OF THE ALLOTTEE:

- (a) While the Allottee(s) would have absolute and exclusive ownership / possession / enjoyment of the Apartment, after handing over, the Allottee's right, title and interest in the common areas shall be enjoyed in concurrence with other owners / residents of other Apartments in the Project, who would

be equally entitled to the common amenities / facilities / easements available

in the Project, all costs of repairs / maintenance of which common enjoyments shall be shared by all the owners, including the Allottee(s) as per the articles / regulations / bye-laws of the Association to be formed by all the Apartment owners in the Project;

- (b) It is abundantly made clear that all the service lines, ducts, watercourses and other facilities passing through the Said Land shall be treated as common to all the owners, which shall be maintained by the Association. The owners of the Apartments shall not object to the common services passing through their respective Apartments and allow the service persons to do the maintenance services in the areas through which the services are passing through;
- (c) The Allottee(s) shall adhere to the maintenance and usage guidelines provided by the Association to maintain harmonious community living and ensure that rights and enjoyment of other Apartment owners are not affected;
- (d) The Allottee(s) covenants not to make any alteration in the structure / design / colour of the Apartment, which may affect directly or indirectly, the structural safety & stability and the aesthetic elevation of the building complex;
- (e) The Allottee(s) or their tenants (Occupants) and/or Association shall not, at any time, encroach and carry on in the common areas or within the Schedule „A“ Property, any commercial trade or business or use it for storage of anything which is offensive in nature, hazardous or inflammable or is likely to be a nuisance or danger or diminish the value or the utility of the other

portions of the building in the Project in occupation of the owners of other Apartments or their successors in title and further shall not do or commit any activity which is unlawful and anti-social;

- (f) The Allottee(s) shall either in his/her/its/their individual capacity or as a member of the Association / Society, after its formation, come to an understanding with the other owners of the Apartment shall operate and maintain all the essential amenities provided, either individually or through the Association whenever required and in good running condition. It is the responsibility of the Allottee(s) and or the Association to ensure proper assistance to the government officials concerned during periodical inspection;
- (g) The Allottee(s) shall not either in his/her/its/their individual capacity or as a member of the Association, after its formation, come to an understanding with the other owners of the Apartment to utilize the common areas for commercial purposes or for earning income from outsiders;
- (h) The Allottee(s) agrees to sign from time to time all papers and documents and to do all things as the Promoter may require, for the effective completion of the construction and in matters connected with obtaining, erecting and providing the infrastructural facilities like water, sewerage, electricity, etc.;
- (i) The Allottee(s) shall not encroach upon the common areas;
- (j) The Allottee(s) shall not decorate the exterior of the proposed buildings in the Project otherwise than in a manner agreed to by the majority of the Apartment owners with the prior permission of the Association;
- (k) The Allottee(s) shall not put up any temporary or permanent structure

anywhere in the Project nor change the elevation of the proposed buildings;

- (l) The Allottee(s) shall not make any alterations in the structural feature of the proposed building like R.C.C. Flooring, Roofing, columns and external walls during \ after completion, including the parking space allotted;
- (m) The Allottee(s) shall use the Apartment only for residential purposes and not to use for any other purposes and for business prohibited by law;
- (n) The Allottee(s) shall not cause any nuisance to the other occupants of proposed Apartments in the Project;
- (o) The Allottee(s) shall have no right to hinder the progress of construction of the residential Apartment buildings in the Project or any part thereof under any circumstances whatsoever, and at whatever stage of construction;
- (p) The Allottee(s) shall give all necessary support, assistance to the other Apartment owners / Association. The supporting common walls and roofs and all common areas of the buildings in the Project shall be maintained and repaired in common by all the owners of the Apartments in the Project;
- (q) The Allottee(s) shall park their cars / vehicles only at the specific car parking space allotted to the Allottee(s) and not at any other place around the building and shall use the Car Parking space only for parking their vehicles and shall not use the parking space for other purposes including storage of materials;
- (r) The Allottee(s) shall not be entitled to claim partition of the undivided share proposed to be conveyed in his/her favour and the same shall always remain impartible.

- (s) The Allottee(s) shall come forward for registration of this Agreement and all stamp duty, registration charges for registration of this Agreement and the sale deed in future shall be borne by the Allottee(s).

- (t) The Project is expected to be completed within the time stipulated therein, subject to conditions of nature and other factors, which are beyond the control of the Promoter and however this does not include the delay on account of any delay or default in payment by Allottee(s) which delay is reckoned separately.

11. RIGHTS AND DUTIES OF THE PROMOTER:

- (a) The Promoter undertakes to develop the Project with good workmanship using standard materials, through its own labour, materials, tools, machineries and other equipment for the purpose of construction, or by appointing contractors / sub-contractors, engineers and supervisors at their choice and to take steps to complete the Schedule „G" Property within the time stipulated for completion of the same;
- (c) The Promoter shall be responsible and liable to pay the land tax in respect of the Said Land up to the date of execution and registration of Sale Deed in respect of Schedule „F" Property or delivery of possession of the Schedule „G" Property to the Allottee(s), whichever is earlier. From the date of intimating the readiness to hand over possession, the Allottee(s) is solely responsible and liable for property tax and other relevant taxes / charges and duties to the respective authorities with respect to the Schedule „F" & „G" Property;
- (d) Further to completion of the project / Schedule „G" property, the Promoter will give possession of the apartment to Allottee(s) within _____ days from receiving the entire cost as per this Agreement together with land cost, all deposits, levies, taxes and cost for extra work, if any and the

Allottee(s) shall sign the respective taking over letter without imposing any conditions. If final payment made through cheque / demand draft / pay order, possession will be given by the Promoter within ___ days from the date of its encashment. No request to occupy the portion thereof by Allottee(s) before the completion of the apartment will be entertained;

- (e) The Promoter reserves the rights to change specifications without prior notice in the interest of quality and timely delivery. Many of the materials used are subject to variations in tone, grain, texture, color and other aesthetic features which are beyond the control of the Promoter. They may not be the same as the samples shown, mostly due to non-availability at the time of construction. The Promoter reserves the right to replace unavailable materials with suitable alternatives. Any such change will not in any way be detrimental to the quality of the material. The Promoter will always attempt to minimize variations to specifications. However, the Allottee(s) is informed to expect variations within natural limitations;
- (f) The Promoter will provide only electrical points. The cost of all electrical fixtures and consumables like bulbs, fans, fittings etc., will be borne by the Allottee(s).

12. NAME OF THE PROJECT:

The Project to be developed by the Promoter is named as “**SRI AISHWARYAM -ELITE** ” which shall not be changed / altered by the Allottee(s) at any point of time. The Promoter is expressly permitted to display, at all times, the name and logo of the Project along with the name of the Promoter or their group companies, upon the Project in such location and in the style and format of the Promoter’s choice. The Promoter shall have exclusive proprietary and other rights, title and interest on such name. The Allottee(s) and/or the Association have no right to change/remove the display or position and place of the display under any circumstances.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within "SRI AISHWARYAM ELITE " project, shall be earmarked for purposes such as parking spaces and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottee for rendering maintenance services.

15. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S):

The Allottee(s) is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

16. APARTMENT OWNERSHIP ACT:

The Promoter has assured the allottee(s) that the project in its entirety is in accordance with the provisions of the Puducherry Apartment ownership Act, 1994 and Allottee shall comply with the compliance as required under the Apartment Ownership Act.

17. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ plot/ building, as the case may be.

18. RIGHT TO AMEND:

This Agreement may only be amended through written consent of the parties.

19. WAIVER NOT A LIMITATION TO ENFORCE

- (a) The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees;
- (b) Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

20. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

21. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

22. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter in Puducherry at Promoter's Office ,, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s) after the Agreement is duly executed by the Allottee(s) and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Puducherry.

23. NOTICES:

That all notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by Registered Post/ e-mail/ courier at their respective addresses provided in this agreement. It shall be the duty of the Allottee(s) and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee(s), as the case may be.

24. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee(s) whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

25. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

26. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

27. JURISDICTION:

The competent Courts in Puducherry alone shall have exclusive jurisdiction.

SCHEDULE „A'
[Total Property]

ITEM-1: In the Registration District of Puducherry, in the Registration Sub. District of Oulgaret, within Oulgaret commune panchayat, in village no. 36, **Reddiarpalayam Revenue Village**, Near Ragavendra Nagar, Land with Cadastre No. 58, **R. S. No. 153/2**, Patta No. 707, As per Settlement Record:**R. S. No. 153/2/A/1**, Cad. No. 58pt, Patta No. 1120, vacant plot having an extent of **16,857 sq. ft.**

Boundaries:

- To the **West** of 20 Feet wide Street,
- To the **East** of Sri Ragavendra Nagar,
- To the **South** of Rajesh and Prabudass's plots,
- To the **North** of Canal.

ITEM-2: In the Registration District of Puducherry, in the Registration Sub. District of Oulgaret, within Oulgaret Commune Panchayat, in Village No. 36, **Reddiarpalayam Revenue Village**, near Ragavendra Nagar, Land with Cadastre No. 58, **R. S. No. 153/2**, Patta No. 707, As per Settlement Record: **R. S. No. 153/2/A/1**, Cad. No. 58pt, Patta No. 1120, vacant plot having an extent of **12,557 sq. ft.**

Boundaries:

- To the **East** of New Pathway,
- To the **West** of Sambath's land,
- To the **North** of Sri Ragavendra Nagar,
- To the **South** of Heera @ Himsudha's land.

ITEM-3: In the Registration District of Puducherry, in the Registration Sub. District of Oulgaret, within Oulgaret Commune Panchayat, in Village No. 36, **Reddiarpalayam Revenue Village**, near Ragavendra Nagar, Land with Cadastre No. 58, **R. S. No. 153/2**, Patta No. 707, As per Settlement Record: R. S. No. 153/2/A/1, Cad. No. 58pt, Patta No. 1120, vacant plot having an extent of **10,803 sq. ft.**

Boundaries: To the **North** of Sri Ragavendra Nagar,
To the **South** of Heera @ Himsudha's land,
To the **West** of Badmanaban's land,
To the **East** of Padmini's land.

In Total the vacant site measuring an extent of 40,217 sq. ft.

SCHEDULE „B"

(Property hereby agreed to be conveyed in favour the Allottee/s)

___ **Sq.ft.** of undivided share of land in the total extent of land in Schedule 'A'
Property.

SCHEDULE „C"

(Flat allotted to the Allottee/s)

A Flat bearing **No.** ___, in the ___ floor, to an extent of ____ Sq.ft of Super Built
up area including the common area, forming a part of Schedule 'A'Property.

SCHEDULE „D"

(Floor Plan and Drawings)

SCHEDULE „E”**(Specifications of the proposed flat)****SCHEDULE „F”****(PAYMENT DETAILS)**

Schedule of payments paid/to be paid by the Allottee[s] to the Owner/Promoter for delivery of SCHEDULE “C” PROPERTY:

- a) The Allottee(s) has paid Rs. ____/- [Rupees Ten Lakhs Only] vide Cheque No. _____, dated _____, drawn on _____, _____ Branch, _____,
- b) The Allottee(s) shall pay the balance consideration amount of _____ Rs. ____/-[Rupees Twenty _____ Only]. Within __ months from the date of signing this Agreement.

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for sale at Puducherry in the presence of attesting witness, signing as such on the day first above written.

SPECIFICATIONS

STRUCTURE

- RCC framed structure
- Solid concrete block of 200 mm for outer wall and 100 mm for internal partition wall
- Floor to floor height will be maintained at m

WALL FINISH

- Internal wall in the living, dining, bedrooms, kitchen and lobby will be finished with 1 coat of primer, 2 coats of putty and 2 coats of emulsion
- Ceiling will be finished with 2 coats of putty and emulsion
- Exterior faces of the building will be finished with 1 coat of primer and 2 coats of emulsion paint
- Utility & bathrooms will be finished with 1 coat of primer and 2 coats of emulsion
- Bathrooms walls will be finished with glazed ceramic tiles upto 7 feet height
- Utility walls will be finished with glazed ceramic tiles upto 4 feet height

FLOORING

- Foyer, Living, dining, reading and bedrooms will have 2 x 4 vitrified tile flooring.
- Bathroom, utility, and balcony will have 300 x 300 mm matte finish ceramic tiles
- Terrace floor will have Mangalore tiles flooring
- Common areas and staircase will have granite/tile flooring

KITCHEN

- Platform will be done with granite slab 600mm wide at a height of 800mm from the floor level and will be provided with stainless steel 304 grade sink with drain board
- Dado tiles upto 600mm from granite slab
- Provision for chimney and water purifier
- CP fittings will be Jaguar or equivalent

BATHROOM

- Polished granite slab with Counter top wash basin Kerovit or equivalent in master bathroom
- Wall mounted basin Kerovit or equivalent in all remaining Bathrooms
- Floor mouted W/C with health faucet Kerovit or equivalent in all bathrooms
- CP and sanitary fittings will be kerovit or equivalent or equivalent
- Concealed wall mixer Jaquar or equivalent will be provided
- Provision for Geysers will be provided in all bathrooms

ENTRANCE DOOR

- Main door will be Burma Teak door of 7 feet height with polish finish with godrej or equivalent locks, tower bolts, door viewer, safety latch, door stopper etc.

BEDROOM DOOR

- Vangai wooden doors of 7 feet height with Godrej or equivalent locks, thumb turn with keys, door stopper, etc.

BATHROOM DOOR

- Solid PVC doors of 7 feet height with thumb turn

WINDOW

- Windows will be UPVC sliding panel with see-through plain glass with MS grills wherever applicable
- Balconies with UPVC framed french doors and toughened glass will be provided without grills
- For ventilators UPVC frame with suitable louvered glass panes

ELECTRICAL FITTING

- Cables and wiring will be Kundan or equivalent
- Switches and sockets will be Anchor Legrand or equivalent
- Split air conditioner points will be provided in master bedrooms and provision in other rooms
- Modular plate switches, MCB and ELCB (Earth leakage circuit breaker) system
- Telephone and TV(DTH) points will be provided in living and master bedroom
- USB charging port in living/dining and master bedroom

OTHER

- STP
- Rain water harvesting
- 24 x 7 generator backup of up to 1000 W for all apartments
- 24 x 7 generator backup for common area

EXTERNAL FEATURE

- Elevator: 4 - Passenger automatic lift will be provided
- Power Supply: 3-Phase power supply will be provided for all apartments
- Suitable Landscaping will be done at required areas

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HANDS AND SIGNED THEIR NAMES ON THIS CONSTRUCTION AGREEMENT ON THIS DAY, MONTH AND YEAR MENTIONED HEREINABOVE.

ALLOTTEE(S)

PROMOTER

WITNESSES:

1.

2.

